



**SMART
LUGGAGE**

SMART LUGGAGE

Policy Wording

Welcome to Your 'Smart Luggage' insurance policy



Your Smart Luggage Insurance Policy

Welcome to Your **Smart Luggage insurance policy** – an innovative insurance solution that provides automatic payout if your luggage is delayed or lost because of an airport’s mishandling of it.

You will receive an email and/or SMS with details on how to register. If you did not provide an email address and/or mobile number when purchasing this policy, details on how to register can be found on your schedule.

The policy wording contains full details of the cover provided and further information on how to make a claim or complaint.

Please read all documents to ensure you have the correct cover in place before you travel.

For **all** trips, if you do not complete registration and add your flight(s) 24 hours before you travel, this cover will not be in place and you will not be able to make a claim.

Smart Luggage is a trading name of Just Insurance Agents Limited.

The **seller** of this **policy** is Just Insurance Agents Limited who are authorised and regulated by the Financial Conduct Authority under number 610022 and any queries that **you** may have regarding the sale of this **policy** should be addressed to them directly in the first instance.

Please read this **policy** document in its entirety as it provides important information about how to register **your trip** details before **you** travel and for **your** cover to be operative during **your trip**, as well as detailing what **you** are covered for, what **you** are not covered for and the General Policy Conditions that apply.

We recommend that **you** keep this document safe and **we** also advise **you** to take a copy of this document with **you** on **your trip** in case **you** need to refer to it or to make a claim.

What is 'Smart Luggage'?

'Smart Luggage' is a parametric insurance policy, which means that any claims processing time is drastically reduced by using automated technology to validate and pay claims.

'Smart Luggage' provides cover if **your checked luggage** is delayed or lost as a result of an airline or airport's mishandling of it and the following represents the benefits, maximum sums payable and number of claims allowable per **policyholder** and per **covered person** per **trip**.

Checked luggage benefit

- £50 for **checked luggage** that is delayed and cannot be located on the **carousel** within the **waiting period** at the **destination airport** by the Customer Services desk or Luggage Handling desk on arrival at that airport.
- £500 for **checked luggage** that is deemed lost and cannot be located by the Customer Services desk or Luggage Handling desk at the **destination airport** after 48 hours from the time it was registered with www.smartluggage.io/claim as delayed or missing.
- On a Single **trip** policy, the **policyholder** and each **covered person** can claim for one item of **checked luggage** on each leg of a **trip** ie; both outbound and inbound.
- On an Annual Multi **trip** policy, the **policyholder** and each **covered person** on **your policy** can claim for one item of **checked luggage** on each leg of a **trip** ie; both outbound and inbound up to a maximum of 3 **trips** each, within the **period of insurance** for **your policy**.

How to use your 'Smart Luggage' policy

Please read this section carefully as it explains how to make **policy** cover operative by registering **your trip** details before **you** travel and what to do if **you** need to make a claim for delayed or lost **checked luggage** during **your trip**.

Before you travel

For this **policy** to be operative **you** must register for 'Smart Luggage' cover at least 24 hours in advance of **your** outbound **trip** flight departure(s) by visiting www.smartluggage.io/register

1. On accessing this website **you** will need to provide the **policyholder's** email address and the Smart Luggage policy number as found in the **policy schedule**.
2. To ensure timely payment in the event of a valid claim **you** will be asked for **your** preferred payment method such as a bank account number or PayPal account number. It is important that **you** provide **us** with this information at this stage so that any valid claims made can be paid out automatically to **you**. Please note that if **you** choose not to provide payment method information at this stage this will cause an inevitable delay to any valid claim payments being made to **you**.
3. You will also need to provide the names of each **covered person** if any, that will be travelling with **you** on **your trip**.
4. **You** must register all separate and additional **trip(s)** and the respective **covered persons** involved, at least 24 hours in advance of **your** departure and using the same log-in details and instructions as shown above.

Making a claim at the destination airport

If **you** find that **your checked luggage** has not arrived as expected at **your destination airport**, **you** must inform the Customer Services desk or Luggage Services desk at that **destination airport** that **your checked luggage** has not arrived on the **carousel**.

In the event that they are unable to locate **your checked luggage** the Customer Services desk or Luggage Services desk will provide **you** with a SITA proof of loss receipt for **your checked luggage** containing a Personal Identification Reference Number (PIR). **You** must keep this receipt and PIR safe and use it to report **your checked luggage** as delayed or lost as instructed below:-

1. To report **your checked luggage** as delayed or lost, log into www.smartluggage.io/claim and click on REPORT LUGGAGE.
2. From here, follow the step-by-step process as shown therein by following the above Uniform Resource Locator (URL) address. **You** will be asked to take a photograph of the proof of loss receipt containing the PIR provided to **you** by the Customer Services desk or Luggage Services desk and to upload it on to **our** site accordingly. On receipt of this information **we** will begin searching for **your** missing **checked luggage**.

Where it has been confirmed that **your checked luggage** could not be located at the **carousel** for a **waiting period** equating to a minimum of 30 minutes after the **carousel** has been activated and commenced its duties for returning **checked luggage** from **your** flight and a proof of loss receipt containing a PIR has been given to **you**. **We** will make an automatic payment of £50 to the bank account or the PayPal account that **you** registered with **us**.

If your checked luggage is subsequently found

We will send **you** an SMS text message containing an update and where possible **we** will tell **you** when and how **your checked luggage** can or will be returned to **you**.

If Your checked luggage remains missing

If **your checked luggage** cannot be located within 48 hours of **you** reporting it delayed or lost on the 'Smart Luggage' website and for which **you** have received a proof of loss receipt containing a PIR **we** will send **you** a SMS text message confirming **your checked luggage** is accepted as lost and **we** will make an automatic and final payment of £500 to the bank account or the PayPal account that **you** registered with **us**.

This will conclude **your checked luggage** claim for this **trip** and no further action is needed by **you** in this instance.

Who is the Insurer?

Smart Luggage is underwritten by Financial & Legal Insurance Company Limited who are registered in England, No. 03034220. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915.

Who administers the policy and claims?

The **insurer** has appointed CPP Secure to administer **your policy** and to handle claims on **their** behalf.

CPP Secure Limited (CPP Secure) act as an insurance intermediary, product co-manufacturer and agent for and on behalf of the **insurer**. CPP Secure Limited are authorised and regulated by the Financial Conduct Authority, Financial Services Reference Number 790304. Registered Office; 6 East Parade, Leeds, LS1 2AD. Registered in England and Wales, Company No. 10257192.

For details of authorised firms visit the FCA website www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768.

What is covered?

Subject to the requirements of the sections of this **policy** document identified as; 'How to use **your** Smart Luggage Policy', 'what is not covered' and the 'general **policy** conditions' the following cover is provided:

1. £50 for **checked luggage** reported and confirmed as delayed while en-route to the **destination airport** during the **period of insurance**.
2. £500 for **checked luggage** reported and confirmed as lost while en-route to the **destination airport** during the **period of insurance**.

Who is covered?

The **policyholder** and any **covered person** who has been registered for travel on a specific **trip** in accordance with the requirements of the '*Before You Travel*' section of this **policy**. There can be up to nine **covered persons** on a single 'Smart Luggage' **policy**.

Automatic extension of coverage

The cover provided by this **policy** will automatically be extended free of charge for a period of up to 24 hours when **your** return home is delayed due to the actions of the airline with whom **you** are travelling.

What is not covered?

1. Any carry-on luggage or hand luggage of any type.
2. Any luggage not checked in to the hold of an aircraft.
3. Loss solely of items forming the contents of the **checked luggage**.
4. Damage solely to the items of **checked luggage** themselves.
5. Loss or delay of **checked luggage** due to confiscation or damage by order of any government or public authority, or due to illegal transportation or trade, war, demonstration or insurrection or hostilities between nations whether or not war is declared.
6. Any loss or delay that does not occur between checking luggage in at a **departure airport** and collecting it from the **checked luggage carousel** at the **destination airport**.
7. Theft of **checked luggage** before check-in at the **departure airport**, from the **checked luggage carousel** or from an unattended trolley at the **destination airport**.
8. Any loss or delay caused by an act of terrorism, which includes but is not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorise any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war whether declared or not, act of foreign enemies or rebellion.
9. Any partial loss, reduction or diminution of value of **checked luggage** caused if the **checked luggage** is part of a set and where not all items of that set have been lost.
10. Loss of or delay to **checked luggage** caused by any imprudent action or omission by the **policyholder** or any **covered person**.

General Policy Conditions

- 1. Checked luggage**

Luggage must be checked into and carried in the hold of an aircraft for this **policy** to be operative and cover is limited to one claim maximum for the loss of the same piece of luggage.
- 2. Flight Registration**

Details of each **trip** must be registered before **you** travel at least 24 hours in advance of **your** outbound **trip** flight departure(s) by visiting www.smartluggage.io/register
- 3. Claims Settlement**

We shall not assume responsibility under this **policy** unless the **policyholder** informs **us** of any delay or loss within 48 hours of acquiring knowledge of it. In addition the **policyholder** must transmit to **us** within 48 hours of the delay or loss, the details of the **checked luggage** including the outbound or inbound flight number it should have arrived on, a copy of the proof of loss receipt issued by the **destination airport's** Customer Service desk or Lost Luggage desk, as well as any other document or information of any nature required by **us** for validation purposes.
- 4. Journeys involving a known or planned break in transit and a lay-over or stop-over**

on either the outbound leg and/or the inbound leg need to be treated as separate trips and registered accordingly for **policy** cover to apply.
- 5. Concealment, fraud or attempted fraud**

In the case of fraud or attempted fraud we have the right to cancel **your policy** and share information about **your** behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this **policy**. **We** will not pay a claim that is in any way fraudulent, false or exaggerated. If **you**, any person insured under this **policy** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

 - your **policy** may be cancelled
 - **We** may reject **your** claim and any subsequent claims
 - **We** may keep any premium **you** have paid.
- 6. Mis-representation and non-disclosure**

The **policyholder** has a duty to ensure that they answer all questions honestly and accurately. If **you** think there is a mistake in the information **we** hold, or if you need to make changes **you** should tell the **seller** immediately. If **you** don't tell us about any changes or fail to answer our questions honestly or accurately **your policy** may be invalidated, **we** may reject **your** claim or **we** may not pay **your** claim in full.
- 7. Currency**

All amounts of money mentioned in this **policy** or in the **policy schedule**, as well as sums payable under this **policy**, are represented in Pounds Sterling.

8. Governing Law and Jurisdiction

This **policy** shall be governed by and interpreted under the laws of England, Northern Ireland, Scotland and Wales and the parties to this **policy** will abide to the jurisdiction of the Courts of England Northern Ireland, Scotland and Wales.

9. Method of claims payment

We shall only make payment by means of a cash transfer to a bank account or a PayPal account in the name of the **policyholder** and the **policyholder** must have registered the account details online, in advance of the outward leg of the journey.

10. Premium Payment

Cover under this **policy** is only operative if the premium has been paid before the **commencement date** of this **policy** and only in respect of the **policyholder** plus registered **covered persons** and for registered **trips** happening during the **period of insurance**.

Policy Definitions

Any word or expression used in this **policy** document to which a specific meaning has been attached will bear the same meaning throughout the **policy** document and will appear with an initial capital letter and in bold type as detailed below:

- **Carousel** means an electric conveyor belt system or its equivalent, located within the luggage hall or baggage hall of a **destination airport** and upon which **checked luggage** is deposited and placed by airport ground crew after transfer airside from the hold of an aircraft, back into the terminal building.
- **Checked luggage** means one suitcase, valise, hold-all or other item of baggage per person, belonging to the **policyholder** or **covered person** that has been delivered to an airline check-in desk for transportation within the hold of an aircraft on a registered flight and for which a receipt for transit has been issued to the **policyholder** or **covered person**.
- **Commencement date** means the date on which this **policy** starts as detailed in the **policy schedule**.
- **Covered person** means any traveler accompanying the **policyholder** who has been registered for travel on a specific **trip** in accordance with the requirements of the '*Before You Travel*' section of this **policy**, as detailed above.
- **Delayed luggage** means **checked luggage** that cannot be located for more than 30 minutes by the Luggage Handling desk on arrival on the **carousel** at the **destination airport**.
- **Departure airport** means the airport at which **your** journey starts.
- **Destination airport** means the airport at which **your** journey ends.
- **Expiry date** means the date on which this **policy** ends as detailed in the **policy schedule** or, if earlier, the date it is terminated in accordance with this **policy**.
- **Insurer** means Financial & Legal Insurance Company Limited.
- **Lay-over** or **stop-over** means a known or planned break in the outbound or inbound leg of a **trip** and which involves the **policyholder** and/or the **covered persons** and their **checked luggage** physically coming out of a transit airport, on the way to the ultimate intended **destination airport** thereby requiring an additional and subsequent check-in process to be undertaken.
- **Lost luggage** means a **checked luggage** that is deemed lost and cannot be located by the luggage handling desk at the **destination airport** after 48 hours from the time it was registered as missing.

- **Period of insurance** means the time between the **commencement date** of the **policy** and the **expiry date** of the **policy** and which is detailed in the **policy schedule** and for which **you** have agreed to pay the premium.
- **Policy** means this ‘Smart Luggage’ policy.
- **Policyholder** means the person named in the **policy schedule** who must be a resident of England, Northern Ireland, Scotland or Wales.
- **Policy schedule** means the document headed **policy schedule** accompanying this **policy** and which contains full details of the **policyholder’s** name, the **policy** number, the benefits and limits payable under the **policy** plus the **commencement date** of the **policy**, the **expiry date** of the **policy** and the premium payable.
- **Registered flight** means a **trip** that has been registered at least 24 hours in advance of each outbound **trip** flight departure(s) by visiting www.smartluggage.io/register
- **Seller** means Just Insurance Agents Limited from whom **you** purchased this **policy**.
- **Trip** means a journey for the purpose of a holiday, vacation, leisure or business for at least a one-night stay away and involving either a direct outbound flight or connecting outbound flights, but not involving a lay-over or stop-over, between the **departure airport** and the **destination airport** plus the equivalent return inbound flight or flights, also not involving a **lay-over** or **stop-over**.
- **Waiting period** means a period of not less than 30 minutes between a **carousel** being put into operation for the return of **checked luggage** from the hold of a specified aircraft through to the completion of the unloading process for that aircraft and it being switched off again.
- **We/us/our** means CPP Secure Limited.
- **You/your** means the **policyholder** named in the **policy schedule**.

Assignment

This **policy** may not be assigned or transferred in whole or in part without the written consent of the **insurer**.

Cancellation by the Policyholder

The **policyholder** may cancel this **policy** at any time. If the **policyholder** cancels within 14 days of either receiving the **policy** documentation or from the start date of the **policy** (whichever is later) then any premium already paid will be returned (providing that no flights are registered and no claims have been made on the **policy**). If the **policyholder** cancels this **policy** outside this period

there is no entitlement to a refund of premium. In the first instance, any request for cancellation should be addressed to the **seller** from whom **you** bought this **policy**.

Cancellation by the Insurer

Where there is a valid reason for doing so either **we** or the **insurer** may cancel the insurance by giving the **policyholder** seven days' notice in writing sent to the last known address of the **policyholder**. Valid reasons for cancellation may include but are not limited to:

- Where **you** have given incorrect information and fail to provide clarification when requested.
- Where **you** breach any of the terms and conditions which apply to **your policy**.
- Where **we** reasonably suspect fraud.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Protecting You

The **insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Financial Services Compensation Scheme (**FSCS**) in the UK if, in the unlikely event, the **insurer** cannot meet its liabilities under this **policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from their website www.fscs.org.uk. The **FSCS** can be contacted:

- online by completing the form on the **FSCS** website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the **FSCS** website www.fscs.org.uk/contact-us/.

Data Protection

Smart Luggage Privacy Notice

This notice explains the most important aspects of how **we** use **your** data. **you** can get more information about this by viewing **our** full privacy policy notice online at: <https://www.smartluggage.io/privacy> or request a copy by emailing us at: admin@smartluggage.io. Alternatively, **you** can write to **us** at: Data Protection, Just Insurance Agents Ltd, Victoria House, Toward Road, Sunderland, SR1 2QF.

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at:

Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

CPP Secure Limited Privacy Notice

Introduction

Welcome to CPP Secure Limited's privacy notice. This privacy notice provides details of how we will use, disclose, transfer and store personal information collected from you.

About us

CPP Secure Limited is a company registered in England and Wales with company number 10257192 whose registered office is at 6 East Parade, Leeds, United Kingdom, LS1 2AD (CPP Secure, **us, we, our**).

CPP Secure is registered as a Controller with the Information Commissioner's Office with the registration number ZA224060. CPP Secure is registered with the Financial Conduct Authority with firm reference number 790304.

CPP Secure is part of the CPPGroup Plc group of companies (**CPP Group**). You can find out more about the CPP Group by visiting www.cppgroup.com.

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact us using the details set out below.

CPP Secure administers and handles claims in relation to insurance policies. This privacy notice sets out how we will process personal information collected in relation to Smart Luggage insurance policies underwritten by Financial & Legal Limited, referred to as the Insurer in this privacy notice. The individual using such insurance will be referred to as you.

Contact details

You can contact us:

- by post at: CPP Secure Limited, PO Box 1419, Sunderland, SR5 9RN; or
- by email at: DataPrivacy@cpp.co.uk

What personal information we collect and why

In order to administer, and provide the claims handling services in relation to, your insurance policy to you and for the Insurer to provide the insurance policy in accordance with the policy terms and conditions, we will collect personal information from you, including your flight details which may include your departure airport and destination airport. We will also obtain personal information about you from Just Insurance Agents Limited, the seller of your insurance policy. We may obtain further information in any communication that you send to us including the communication content and metadata associated with the communication (if applicable) and any other personal information that you choose to send to us.

The information we have obtained or will obtain will be all or some of the following: your name and contact details including your postal address, email address and mobile telephone number, your flight details and other information contained in or relating to any communication that you send to us, and

your IP Address when you use the website provided to register your flight details. Should you need to amend details in relation to your insurance policy, we may request or obtain further information from you in order for the Insurer to provide the benefits under the insurance policy terms and conditions. Where we need to collect and use personal information by law, or under the terms of the contract for the insurance policy and you fail to provide that information when requested, we, and the Insurer, may not be able to perform the contract for the insurance policy.

How your personal information is used

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where we need to distribute fulfilment materials in relation to the insurance policy;
- Where we need to handle claims in relation to the insurance policy;
- Where we need to comply with a legal obligation.

Set out below, in a table format, is a description of all the ways we use your personal information, and which of the legal bases we rely on to do so.

Purpose/Activity	Lawful basis for processing
To administer your insurance policy	Legitimate interest: to facilitate with delivery of the insurance policy
To provide claims handling services	Legitimate interest: necessary for the provision of claims handling services in relation to the policy
For statistical analysis and reporting, for example to identify trends or issues with product performance.	Legitimate interest: to facilitate with delivery of the insurance policy
Internal record keeping	Necessary to comply with legal and regulatory obligations

Who your personal information might be shared with

We may share your personal information with other organisations as necessary as set out below.

The Insurer

The Insurer, where this is reasonably required to provide the insurance policy, deal with your claim or provide services on our behalf.

Service Providers

Approved suppliers and service providers (which will include other companies within the CPP Group which provide services to us) where this is reasonably required to provide the fulfilment services, deal with your claim or provide services on our behalf. These suppliers may have access to personal information needed to perform their functions in relation to the insurance policy but are not permitted to share or to use such information for any other purpose. The Insurer and CPP Secure require all third parties to respect the security of your personal information and to treat it in accordance with the law.

Other companies within the CPP Group

CPP Secure may share limited personal information with companies in the CPP Group e.g. to the extent needed for proper management and parental analysis and decision making.

Other organisations

CPP Secure may also disclose your personal information where this is necessary to comply with any statutory, legal or regulatory obligations including:

- In response to a court order, or a request for cooperation from a law enforcement or other government agency;
- To establish or exercise CPP Secure's legal rights; to defend legal claims; or as otherwise required or permitted by applicable laws and/or regulations;
- When CPP Secure believes that disclosure is appropriate in connection with efforts to investigate, prevent, or take action regarding illegal activity, suspected fraud, or other wrongdoing; to protect and defend the rights, property or safety of CPP Secure, other CPP Group members, customers, staff, suppliers or others; to comply with applicable law or cooperate with law enforcement; or to enforce CPP Secure's terms or other agreements;
- To prospective or actual buyers in the event that CPP Secure sell any of their business or assets, or to other CPP Group members in the event of a reorganisation. CPP Secure will not otherwise transfer, disclose, sell, distribute or lease your personal information to third parties unless they have your permission to do so or are otherwise required or permitted to do so by law.

How long your information is held

We will hold your information for the later of the duration of the insurance policy or the time it takes to process and conclude a claim made by you, and for seven years after the later.

International transfers

To the extent that we process or transfer your data outside of the United Kingdom and the European Economic Area (EEA), or to a country in respect of which a valid adequacy decision has not been issued by the European Commission, we shall ensure a similar degree of protection is afforded to such data.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the United Kingdom and the EEA.

Data security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Your rights under Data Protection legislation

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected. If you think any information we have about you is incorrect or incomplete, please contact us as soon as you can using the contact details set out below. We will correct or update any information as soon as possible.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal information to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, you can contact us:

- by post at: CPP Secure Limited, PO Box 1419, Sunderland, SR5 9RN;
- by email at: DataPrivacy@cpp.co.uk

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

We will try to respond to all legitimate requests within one month from the date of your request. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

You also have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (see www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Third party websites

From time to time our website may include hyperlinks to, and details of, third party websites. We have no control over, and are not responsible for, the privacy policies contained on such third party websites and practices of third parties. This privacy notice does not extend to your use of our website and we recommend you check any applicable privacy policies before you submit any personal data to the website.

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this **policy** or the handling of a claim **you** should follow the Complaints Procedure set out below:

*Complaints relating to the sale of **Your Policy***

Please write to The Office Manager, Just Insurance Agents Limited, Victoria House, Toward Road, Sunderland, SR1 2QF.

Tel: 0800 288 9966

Email: complaints@smartluggage.io

Complaints relating to claims payments or claims handling:

If **you** have any other concerns or wish to make a complaint, **you** should contact the Complaints Manager at CPP Secure Ltd. 6 East Parade, Leeds, West Yorkshire, LS1 2AD.

Tel: 0333 207 4201

Email: complaints@cpp.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

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