

## 1. Who is covered by the insurance

This Policy is only available to you if you are permanently resident in one of the countries of the European Union (EU) or European Economic Area (EEA), excluding Croatia, and have been for the past six months prior to the date of issue of this policy. The insurance (hereafter the Insurance) covers and includes the insured stated on the certificate of insurance/ booking confirmation (hereafter the Insured).

## 2. Scope of cover

Subject to the limitations and conditions provided for elsewhere in the present general terms and conditions, the Insurance covers costs that, in the event of a recoverable sudden and unforeseen event, arise as a result of a delay of baggage, loss of baggage, or theft of baggage, which occurs during the Insured's trip. The Insurance must be subscribed and fully paid for before the trip. The Insurance is associated to the explicit trip shown on the booking confirmation.

### 2.1 Baggage delay

Compensation will be paid under the Insurance if the Insured's checked in baggage arrives at the destination later than the Insured, as set out below.

#### Amount of compensation per Insured:

- more than 2 hours delay, EUR 50,
- more than 4 hours delay, EUR 100,
- more than 6 hours delay, EUR 150.

The maximum compensation that can be paid under the Insurance is EUR 150. In order to receive compensation, documentation of the delay in the form of a PIR report from the airline is required.

### 2.2 Loss or theft of baggage

The Insurance covers loss, caused by a sudden and unforeseen event, or theft of the Insured's property during the trip. For the purposes hereof, 'the trip' means from the time when the Insured hands over the baggage to the airline or its representative until the Insured arrives at home. The maximum compensation is EUR 700 per Insured.

#### 2.2.1 Limitations

In the event of theft from the trunk of a locked motor vehicle, boat, or similar, the maximum compensation is EUR 350 per Insured. This does not apply if the theft occurs from a safe/safety deposit box or from a securely locked baggage department. Cash or similar is compensated with a maximum amount of EUR 100.

#### 2.2.2 Exceptions

##### The Insurance does NOT cover:

- forgotten or misplaced property/baggage
- electronics, cameras, jewellery, surfboards and other theft-prone property
- theft not reported to the police
- theft of baggage from an unlocked motor vehicle, boat, or similar
- if the Insured fraudulently states, denies or conceals anything of significance for the assessment of the claim

## 3. Insurance period

The Insurance is issued for a maximum period of 30 days. The Insurance term is stated in the certificate of Insurance/ booking confirmation and the Insurance is valid through the last day of the insurance period. The Insurance will expire without prior notice at the end of the insurance period or when the Insured has completed the trip.

## 4. Compensation

The Insurance compensation covers costs that are covered by the Insurance and not covered by any other insurance/insurances. In case of loss or theft, the Insurance covers the market value of the damaged or lost property prior to the damage or loss. Solid will undertake ownership of property for which compensation has been paid. The maximum compensation in the event of loss or theft of baggage is EUR 700. The maximum compensation for delay of baggage is EUR 150.

## 5. Duty of care

In order to be entitled to compensation, the Insured must act with normal care and maintain normal supervision in relation to his/her baggage. In the event of a lack of normal care or supervision, compensation may be reduced or entirely denied.

For full compensation to be paid, the Insured must treat his/her property with care and store it so that theft and damage are prevented to the extent possible. Forgetting baggage implies that such duty of care has not been met.

## 6. Excess

The insurance applies without excess.

## 7. Transfer

The Insured shall not, without Solid's consent, pledge or assign the Insurance.

## 8. Notification of claim

Claims for compensation under the Insurance shall be sent to Solid as soon as possible after the occurrence of a covered event. The Insured shall further provide Solid with all documents necessary in order to assess the right to compensation. The Insured shall also, if necessary, provide Solid with a power of attorney, allowing Solid to obtain any relevant information that it may have need of for the purpose of the claims handling.

#### The following must be attached to the notification of claim:

- evidence of when the trip was booked (the booking confirmation) and proof of payment
- a police report or other original documents that may be relevant for the assessment of the damage
- any other documents required for the assessment of the damage

In order to avoid adversely affecting the level of compensation, the Insured shall notify the occurrence of an Insured event as soon as possible. The notification of claim shall include information on any other insurance policy that covers the same damage.

#### The notification of claim shall be sent to:

Intana  
C/O Solid  
Sussex House  
Perrymount Road  
Haywards Heath  
West Sussex  
RH16 1DN  
United Kingdom

Email: [claimsEU@intana-assist.com](mailto:claimsEU@intana-assist.com)

## 9. Payment

Any payment under the Insurance shall be made within 30 days of the Insured completing its obligations.

## 10. Right of cancellation

A consumer has a right to cancel, without penalty and without giving any reason, within:

- 1) 30 days for a contract of insurance which is, or has elements of, a pure protection contract or payment protection contract; or
- 2) 14 days for any other contract of insurance or distance contract.

**The right to cancel does not apply to:**

- 1) a travel and baggage policy or similar short-term policy of less than one month's duration;
- 2) a policy the performance of which has been fully completed by both parties at the consumer's express request before the consumer exercises his right to cancel;

**11. Limitation**

Solid will not pay compensation for damage that the Insured notifies more than three years after the Insured became aware of the right to claim compensation, and no later than ten years after the damage arose.

**12. Force majeure**

Solid is not liable for loss caused, directly or indirectly, by or in connection with war, warlike events, civil war, military exercises, revolutions, riots, acts of terrorism, insurgencies, atomic or nuclear processes, acts of government, confiscation, strikes, lockouts, blockades, or similar events.

**13. Several insurances and reclamation**

In the event that the risk covered by the insurance is also covered by another insurance, the Insured is entitled to claim compensation from either of the insurance companies. However, compensation representing an amount which in aggregate is higher than the loss incurred will not be paid out. To the extent that compensation has been paid, Solid assumes the right to reclaim the amount paid from those responsible for the damage or from another insurance.

**14. Governing law**

The insurance agreement is governed by Swedish law. In addition to the insurance conditions, the Insurance Agreements Act (*Sw. Försäkringsavtalslag (2005:104)*) applies.

**15. Solid Insurance's processing of personal data in accordance with the Data Protection Regulation**

Solid Försäkringsaktiebolag (Swedish corporate reg. no. 516401-8482) ("Solid Insurance") is the legal entity responsible for processing your personal data. This means that it is our duty to ensure that processing is carried out securely and in accordance with applicable laws and regulations.

**15.1 Collection of personal data**

When you become a customer or show interest in becoming a customer of Solid Insurance, you are asked to provide some personal information about yourself such as name, address, social security number, email address, telephone number, employment information, etc. The data is obtained directly from you but may also be obtained from, for example, other companies within the Group, from any of our partners, insurance brokers or from your employer. The data may also be obtained or supplemented and updated from government records or other private and public records. Solid Insurance may also record phone calls, save email communications or otherwise document your interaction and communication with Solid Insurance.

**15.2 Purpose**

Solid Insurance processes the personal data for the purposes listed below. Such processing is necessary for the following purposes.

**Preparation and administration of agreements**

The main purpose of Solid Insurance's processing of personal data is to collect, verify and register personal data prior to entering into an agreement with you as a customer as well as to

document, administrate and fulfil agreements that have been concluded. If you do not enter into an agreement with Solid Insurance, your personal information will be saved for no more than three months. Personal data is stored for the time we need in order to fulfil our agreement with you, which complies with statutory limitation periods.

**Compliance with obligations under law, other regulatory provision and/or regulatory decision**

In connection with the above, processing of personal data is also carried out in order for Solid Insurance to comply with its obligations under law, other regulatory provision and/or regulatory decision. Personal data is stored in accordance with applicable legislation.

Examples of such processing include:

- (i) processing of personal data in order to fulfil requirements in accordance with accounting legislation,
- (ii) processing of personal data in connection with reporting to the Swedish Tax Agency, the Swedish Police Authority, the Swedish Enforcement Authority, the Swedish Financial Supervisory Authority and other authorities.

**Market and customer analyses**

Personal data is also processed in the context of market and customer analyses as a basis for marketing and business development in order to improve Solid Insurance's product range to our customers. The data is also processed for purposes that are necessary in the course of normal insurance business, such as the calculation of premiums, statistics and the prevention of insurance loss. Personal data may also be processed as a basis for providing insurance advice. If you have not requested direct mail blocking, personal data may be used to target direct advertising and offers to you. Personal data is stored in accordance with applicable legislation.

**15.3 Processing of personal data by a person other than Solid Insurance**

Processing of personal data may, within the framework of the applicable rules of confidentiality and for purposes stated above, be made by companies in the Group and by companies that the Group cooperates with in order to perform its services, such as claims settlement, risk assessment, reinsurance, various analyses, etc. The legal basis for processing is Solid Insurance's fulfilment of agreements or as a result of Solid Insurance's legitimate interest. Personal data is stored in accordance with applicable legislation.

**15.4 Third-country data transfer**

In certain cases, Solid Insurance may transfer personal data to non-EU/EEA countries (so-called third countries) and to foreign organisations. In such case, Solid Insurance will take reasonable steps to ensure that your personal data is processed securely and with an adequate level of protection comparable to and at the same level as the protection offered within the EU/EEA.

**15.5 Your rights**

You are entitled to receive information about Solid Insurance's processing of your personal data and thereby have the right to:

- a) obtain extracts from registers,
- b) request the correction of incorrect or incomplete information,
- c) request deletion or limitation of the processing of personal data,
- d) object to the processing,
- e) if Solid Insurance processes personal data pursuant to agreements or consent, you may, under certain conditions, obtain personal data from Solid Insurance that you have provided to Solid Insurance and the right to have these

transferred directly to other personal data administrators if this is technically possible (data portability).

Your request and/or objection in accordance with the items b-e above will be evaluated by Solid Insurance on an individual case basis. In the event of a request and/or objection according to that stated above, please contact the Data Protection Officer at Solid Insurance.

#### **15.6 Block against direct marketing**

You can contact Solid Insurance to request a block of direct marketing (so-called direct mail block). This means that your personal data will not be processed for marketing purposes and neither will marketing be sent to you. Requests for blocking shall be made to Solid Insurance's customer service on telephone 0771-113 113 or by email to [kunder@solidab.se](mailto:kunder@solidab.se)

#### **15.7 Profiling and processing based on legitimate interest**

You are entitled in specific instances to oppose profiling and processing of personal data based on Solid Insurance's legitimate interest. Profiling refers to the automatic processing of personal data used to evaluate certain personal characteristics of a natural person, in particular to analyse or predict, for example, this natural person's financial situation, personal preferences, interests, etc. Profiling is used by Solid Insurance for example to perform customer analyses for marketing purposes. You are entitled to oppose profiling in instances concerning profiling for marketing purposes.

#### **15.8 Questions about personal data processing**

For questions about personal data processing, please contact Solid Insurance:

Data Protection Officer Solid Insurance  
Phone: 042-623 60 00  
E-mail: [DPO@solidab.se](mailto:DPO@solidab.se)  
Address: Solid Insurance  
Box 22068  
SE-250 22 Helsingborg

If you have a complaint, you can also contact the Swedish Data Protection Authority.  
The Swedish Data Protection Authority  
Box 8114  
SE-104 20 Stockholm

For more information on how Solid Insurance processes personal data, see Solid Insurance's website at [www.solidab.se](http://www.solidab.se)

#### **16. Complaints procedure**

If you are not satisfied with a decision or any other matter related to our products and services, please contact us. Your opinion is of the utmost importance to us and we want to follow up on issues that you are unsatisfied with. As you would expect we are prepared to reconsider a decision if e.g. circumstances have changed or we have misunderstood each other. Please send any written complaints to Intana at:

Intana  
C/O Solid  
Sussex House  
Perrymount Road  
Haywards Heath  
West Sussex  
RH16 1DN  
United Kingdom

In the event that you do not accept our decision, you have the option of having your case tried externally by the following institutions:

#### **National Board for Consumer Disputes (ARN - "Allmänna Reklamationsnämnden")**

If you are not happy with our final decision you are able to pass your complaint to the National Board for Consumer Disputes in Sweden (ARN). The ARN is an independent organization and will review your case. ARN address is:

Allmänna Reklamationsnämnden  
Box 174  
101 23 Stockholm  
Sweden

#### **Court proceedings**

An insurance dispute can generally be resolved in court, with the local district court as first instance.

#### **17. Your insurer**

*Solid Insurance (Solid Försäkringsaktiebolag)*  
Box 22068  
250 22 Helsingborg  
Sweden

E-mail: [kunder@solidab.se](mailto:kunder@solidab.se)  
Website: [www.solidab.com](http://www.solidab.com)