

Airshells Luggage Insurance

Terms and Conditions no. 0181-2 (EN)

Important Notice

This is an indicative translation of the Danish "Forsikringsvilkår nr. 0181-2". In case of conflicts between the Danish and English version, the Danish version takes precedence.

About the Insurance

The insurance consists of the Policy and these insurance terms and conditions. The laws of Denmark apply to this insurance.

Right of Withdrawal

In accordance with the Danish Insurance Contracts Act, it is your right to withdraw your purchase of a private insurance, provided that the period of coverage exceeds 1 month. The withdrawal period is 14 days, which applies from the day you receive the Policy and the Terms and Conditions:

- If you, for example, receive the Terms and Conditions on Monday the 1st, you can withdraw your purchase up to and including Monday the 15th.
- If the withdrawal period expires on a public/bank holiday, Saturday, Sunday, Christmas Eve or New Year's Eve, you can wait to withdraw your purchase until the next working day.
- The right of withdrawal ceases, however, if you have filed a claim against the insurance before the end of the notice period.
- The Right of Withdrawal does not apply to any insurances purchased for commercial purposes.

How to withdraw

If you wish to use your Right of Withdrawal, you must notify Tryg or Airshells before the expiry of the withdrawal period. If you give a written notice - e.g. letter or e-mail - the notice must be sent before the end of the notice period.

You can give notice using below details:

Tryg Affinity

E-mail: affinity@tryg.dk
Telephone: (+45) 73 70 78 78
Letter: Tryg Affinity | Dusager 18 | DK-8200 Aarhus N | Denmark

Airshells

E-mail: service@airshells.com

Tryg | Dusager 18 | DK-8200 Aarhus N | Denmark
(+45) 73 70 78 78 | <https://affinity.tryg.dk/>
Tryg Forsikring A/S | CVR-nr. 24260666

Who is Insured

You, as the Policy Holder, who has rented an Airshells product and at the same time has purchased the Airshells Luggage Insurance.

Where does the Insurance Apply

The Insurance applies during air transport worldwide. However, claims handling and settlement can only be done in Denmark.

What is covered by the Insurance

- 1.** The Insurance covers the luggage (or baggage) that is transported by air (as checked luggage) and is correct and properly secured/stored in the rented Airshells product.
- 2.** Wheelchairs, prams, bicycles, ski and golf equipment are only covered if the rented Airshells product is intended for the transport of these items.
- 3.** The luggage must be transported as checked luggage onboard the same Aircraft that you travel by.

When does the Insurance Apply

- 1.** The Insurance applies during the period stated in the Policy.
- 2.** The insurance covers from the time the luggage is handed over to the carrier and until it is handed over again at the destination.
- 3.** If the Airshells product is also rented for the return journey, the insurance covers again from the time the luggage is handed over to the carrier at the destination and until it is handed over again at the arrival airport.

What is covered by the Insurance

a) Damaged or missing luggage/equipment

Physically damaged or lost/missing luggage, if such damage is not covered by the carrier's liability insurance or any other insurance, including your homeowners/property insurance.

b) Rental costs in the event of damaged luggage/equipment

Expenses related to the renting of replacement equipment at the destination if a loss renders the insured equipment unusable for its intended purpose. The insurance covers up to one week's rent incl. expenses related to delivery at the airport at the destination, however, limited to the maximum amount stated in your policy.

c) Rental costs in the event of delayed luggage/equipment

We cover the costs of renting similar equipment if your luggage/equipment is not with the Aircraft and thus is delayed more than 1 hour from the delivery of your other luggage at the destination. The insurance covers up to one week's rent incl. expenses related to delivery at the airport at the destination. The rented equipment must be returned when your own equipment arrives at the destination. This coverage does not apply to air transport with stopovers.

d) Deductible Elimination

If your homeowners/property insurance covers the loss, this insurance will cover any applicable deductible applied to such settlement.

What is not covered by the Insurance

a) Cosmetic damage, including scratches, scuffs, discoloration and soiling.

b) Minor damage that does not make the equipment unusable for its intended purpose, including dents and punctures.

c) Damage that has occurred due to the insured luggage not been properly secured/stored in the rented Airshells product.

d) Damage caused by liquids carried in the luggage.

e) Indirect financial losses, indirect consequential damages or expenses that occur as a result of the luggage/equipment being delayed, e.g. expenses for rebooking or lost start time in a cycling event or other financial consequential damages.

f) Loss or damage covered by any other insurance.

g) Loss or damages that are inflicted intentionally by the Insured.

h) Loss of or damage to batteries of any kind.

i) Loss of or damage to software or data - including digital images, music files and programs, including apps.

j) Damage that is covered by any warranty or service scheme, or by any applicable Consumer Act.

Condition Precedent

Coverage is subject to you;

a) adhering the manufacturer's instructions regarding installation, application, use, care and maintenance.

b) using the product in the manner for which it is designed.

c) transporting the insured equipment in such a way as to prevent damage as best as possible, e.g. the transport instructions in the operating manual must be adhered to.

d) handling the insured luggage/equipment with normal care so as to prevent damage as best as possible, e.g. the insured equipment must not be exposed to any obvious risks of loss or damage.

Reduction or Lapse of Compensation

Failure to comply with above condition precedent can result in a lapse of compensation, either in part or in whole, in accordance with below provisions:

a) In the event a loss or damage is a result of the Insured's gross negligence, the compensation may lapse completely (the compensation is reduced by 100%).

b) We also refer to the Danish Insurance Contracts Act §51 and §18-20.

What Is the Deductible

No deductible apply to this Insurance.

How We Cover Claims

1. Costs related to rented equipment

If the insured equipment is damaged, delayed or lost during transport, we will cover your costs to rent similar equipment at the destination, for the period where your own equipment is delayed. In the event of lost or missing equipment, the rental period is limited to one week. We cover up to DKK 3,000 per insurance.

2. Lost or Damaged Luggage

You must file a claim with the carrier and with your homeowners/property insurance, and be denied compensation before this insurance covers the damage.

Rules of Compensation

If the equipment is less than 2 years old, the compensation is calculated at new value (or replacement price). If the equipment is more than 2 years old, the compensation calculated at fair value (the value of similar used items). The compensation can at most be the purchase price that appears on the proof of purchase/receipt. The compensation cannot exceed the sum insured stated in the policy.

a) Repair

We can choose have the equipment repaired so that it is in essentially the same condition as before the damage occurred, if we estimate that this is economically more feasible than replacing the equipment.

b) Replacement/Cash Settlement

In the event of a total loss, we may replace the equipment with new equipment or offer a cash settlement.

3. Deductible Elimination

a) We compensate the deductible that you may pay for a covered loss on your homeowners/property insurance. The compensation cannot exceed the deductible you have paid or the sum insured stated in the policy.

b) We do not reimburse for any loss of value due to age depreciation or negligence applied by your homeowners/property insurance company when calculation their compensation.

4. Documentation

Failure to comply with the provisions in this section may result in the compensation being reduced if the damage is caused through negligence by the Insured. Any reduction will be made according to what is reasonable under the circumstances.

a) Damage/Lost/Delay

You must complete and submit/send a PIR report (Property Irregularity Report) to the Airline as soon as you discover that your equipment has been damaged or lost. In the event of damage to equipment, the PIR report must be completed at the Airport in collaboration with a representative of the carrier so that the damages can be documented.

b) Rented Equipment

Receipt or other documentation that documents (a) payment of rented equipment, as well as (b) the delay of equipment (PIR report/luggage tag).

c) Payment of Deductible

If your homeowners/property insurance has paid compensation for the damage, and applied deductible in that connection, you must submit to us documentation for the payment of the deductible.

5. Underinsurance

If the value of the insured equipment exceeds the sum insured, the maximum compensation cannot exceed the sum insured stated in the Policy.

6. Double Insurance

If an insurance against the same risk has been purchased from another company, and this company has made a provision that coverage lapses or is reduced if an insurance against the same risk has also been purchased from another company, the same provision applies to this insurance. This provision concerns only the relationship between the companies, which thus pay compensation jointly.

Insurance Period, Expiry and Cancellation

1. Insurance Period

The insurance is valid for the period specified in your policy schedule.

2. When does the Insurance coverage Expire?

The insurance automatically expires at the end of the insurance period.

3. Cancellation

The insurance automatically expires at the end of the insurance period.

a) Your right to cancel the Insurance

You may cancel the insurance at any time during the insurance period by giving written notice to Tryg. We are entitled to charge a fee in the event that you cancel the insurance prior to its expiry. The cancellation fee can be found on our website (www.affinity.tryg.dk). If you cancel the insurance, Tryg will refund the remaining premium to you, less the cancellation fee.

However, if you have made a claim against the insurance, or compensation has been paid to you as a result of a loss covered under this insurance, Tryg shall have no obligation to refund any premium for the remaining insurance period.

b) Our right to cancel the Insurance

During the insurance period, Tryg may cancel the insurance coverage if you are in breach of your obligations under these terms and conditions, or if any other special reasons arise. We will give you a notice of no less than 14 days, after which, the policy is cancelled and coverage will lapse.

In The Event of a Loss

1. You must file a claim as soon as possible

If a loss occurs, we must be notified as soon as possible. You can file a claim with affinity@tryg.dk or telephone (+45) 70 22 07 30. You must provide your policy number when reporting a claim. When you report a claim, the general provisions on limitation in §29 of the Danish Insurance Contracts Act and the Danish Statute of Limitation Act apply.

2. You must prevent or limit a loss

a) You must, to the best of your ability, limit the consequences of a loss that has already occurred or avert an imminent loss. We can initiate measures for the same purpose.

b) The insurance also covers damage to the equipment that occur as a result of reasonable measures taken to prevent imminent damage.

c) In connection with a claim that is eligible for coverage, we pay, in addition to the sum insured, reasonable, necessary and documented additional costs for rescue and preservation (damage prevention).

3. Repair of damage - only when agreed by us

Any repair of damage, removal or destruction of the damaged equipment may only be done when agreed by us. Preliminary remediation must, however, take place if necessary in order to avert serious consequences. The insured must store any replaced parts until the claims has been assessed and completed.

Payment of Compensation

We use the Danish "NemKonto" system to transfer compensation to you but only if we have registered your CPR / SE / CVR number.

General Exclusions and Limitations

The insurance does not apply to any losses caused by, or as a result of, contributed to or arising from, whether direct or indirectly:

1. Force majeure

Including war (whether declared or not), acts of war, cyber warfare, violation of neutrality, civil war, riots or civil unrest, insurrection or revolution, strikes, lock-outs, blockades, natural disasters, epidemics and pandemics.

2. Bankruptcy

Insurance events caused by bankruptcy of the carrier or luggage handling company.

3. Floods

Floods from sea, fjord, lake, stream.

4. Nuclear Risks

Including the intentional or unintentional release of nuclear energy, as well as the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

5. Government intervention

Arrest, seizure or other intervention by a public authority.

6. Sanctions and Embargo

If, by virtue of any law or regulation which is applicable to us at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the policyholder is or would be unlawful because it breaches an embargo or sanction imposed by the United Nations, the European Union, Great Britain or the United States of America, we shall provide no coverage and have no liability whatsoever nor provide any defense to the policyholder or make any payment of defense costs or provide any form of security on behalf of the policyholder, to the extent that it would be in breach of such law or regulation.

7. Illegal Acts

When such illegal acts are committed by the policyholder or a member of the policyholder's household.

8. Acts of Terrorism

Including cyber terrorism as well as the intentional or unintentional consequence of the spreading of biological, chemical, biochemical or nuclear agents or materials in connection with terrorist acts. The term "terrorism" shall mean an act which includes, but is not limited to, the use of force, violence and / or the threat thereof, by a person or group, whether acting on their own or on behalf of others, or in connection with an organization or government that is conditioned by political, religious, ideological or ethnic purposes, reasons or beliefs, that intends to influence or coerce a government and / or induce or inflict public fear.

In accordance with the Danish Insurance Contracts Act, compensation can be reduced in part or in whole if you:

1. deliberately (fraudulently) has withheld information, or has deliberately given incorrect information which is important for the insurance.
2. do not comply with your obligations as set out in these insurance terms.
3. as a result of gross negligence, are at fault for the damage or loss.

General Conditions

Insurance Premium and Payment

The premium for the insurance has been agreed between Tryg and Airshells. The insurance is paid for upon purchase or, if you are invoiced the premium, no later than on the due date specified on the invoice.

Insurance Premium Tax

You are automatically charged any applicable insurance premium tax, and such tax will be settled by Tryg with the relevant authorities.

Insurance Distribution and Remuneration

Airshells distributes the insurance on behalf of Tryg and is remunerated by Tryg for the sale of the insurance.

The Insurer

The insurance company is Tryg Forsikring A/S, CVR-nr 24 26 06 66, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark, a member of the Danish Guarantee Fund for Non-life Insurers.

Legislation

The insurance is subject to Danish law. These terms and conditions, together with the policy schedule, constitute the information on the content of the insurance which, in accordance with section 34 of the Insurance Mediation Act and section 4 of the Insurance Brokers' Executive Order, must be given to the policyholder before the insurance contract is entered into. The Insurance Act also applies to the Insurance Contracts Act and the Financial Business Act, where these are not deviated from.

Subrogation

Upon compensating a claim under this insurance, Tryg shall be subrogated to the rights and remedies of the policyholder who shall co-operate with and do all things necessary to assist Tryg to exercise such rights and remedies.

Financial Authority

Tryg is authorized and regulated by the Danish Financial Services Authority, Finanstilsynet.

The Personal Data We Collect

(summary of Tryg's personal data policy)

Your personal data is processed in accordance with the EU General Data Protection Regulation (GDPR) and the Danish Data Protection Act.

Personal data that is processed is e.g. name, address, social security number, financial circumstances, payment information, state of health, other information necessary for underwriting, renewal / change of insurance, or change of insurance administration, as well as information provided in connection with compensation, etc.

The information may, for the said purpose, be passed on to partners within and outside the EU and the EEA, insurance intermediaries or other companies within Tryg. If required to do so by law, the information can also be passed on to the authorities. Tryg is the data controller.

You have the right to be informed of how your information is processed and to request an extract of this (register extract). You also have the right to have incorrect information corrected, or in some cases deleted. You can also request that the processing be restricted, or object to the processing of your personal data and request that the information you have passed on to us be transferred to another company or authority (data portability).

Contact us through our Data Protection Officer through e-mail affinity@tryg.dk or by telephone (+45) 70 22 07 30. If you would rather contact us by letter, the address is: Tryg, Dusager 18, DK-8200 Aarhus N, Denmark.

You can request that our personal data policy be sent to you by mail, as well as inform us that your personal information may not be used for direct marketing.

See our Personal Data Policy at <https://affinity.tryg.dk/gdpr> for complete information about the processing of personal data.

If you do not agree with us

If you do not agree with our decision, please contact the department that has processed your case. If you still do not agree, you can contact our Quality Department, which handles complaints.

E-mail: kvalitet@tryg.dk

Address: Tryg, Kvalitetsafdeling, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark

If you are not satisfied with the result of your inquiry to the Quality Department, you can, as a private person, complain to the Insurance Appeals Board (Ankenævnet for Forsikring). It costs a small fee to complain to the Insurance Appeals Board. The complaint must be submitted on a special form, which you can obtain from our Quality Department or the Insurance Appeals Board.

Web: www.ankeforsikring.dk

Telephone: (+45) 33 15 89 00 (10:00 - 13:00)

Letter: Ankenævnet for Forsikring, Anker Heegaards Gade 2, DK-1572 Copenhagen V, Denmark