

## Baggage Claim

We are very sorry for any inconvenience caused to you during your baggage transport.

The following guidelines apply to baggage reimbursement process. All instructions concern checked-in baggage, i.e. baggage with a baggage tag with an identification number that is transported in the hold of the aircraft.

Baggage reimbursement requests are handled in accordance with the carrier's Conditions of Carriage and the Montreal Convention.

### 1. Damaged baggage and/or damaged or lost contents of baggage

In accordance with the Montreal Convention, passengers are obliged to report the damage of their baggage or the damage of contents immediately after acknowledging; at the latest 7 days after receiving the luggage. Passengers are obliged to report the loss of contents immediately after receiving the luggage. The damage shall be reported to the handling partner of the carrier at the airport of arrival or it can be reported via the carrier's on-line form (see below) within the given time limits. Passengers are obliged to check their baggage and its contents immediately after arrival and report any damage in accordance with the Montreal Convention.

Requests submitted after the set time limit will not be accepted.

In case of suspected theft of baggage contents (missing contents without relevant baggage damage or with damage of secure baggage closure), the passenger is obliged to report the suspicion to the nearest police immediately after it has been discovered, in accordance with the valid law. The request will be assessed based on police findings.

For settlement, please fill the online form at <https://claim.smartwingsgroup.com>.

#### DAMAGED BAGGAGE

For the settlement, the following documents will be needed:

- a) Damage Report made at the arrival airport
- b) boarding pass
- c) baggage tag
- d) photo of the damaged baggage
- e) address of residence and bank account details
- f) proof of purchase of the damaged baggage or a certificate of its value
- g) proof of repair or a certificate of irreparability
- h) police report in cases of suspected theft of contents

Further information on the process of settlement will be received after filling the form. The request can be settled with a financial compensation, or a voucher for future use with the carrier. The compensation amount depends on the documents f) and g). In case the passenger does not supply the evidence in f) and g), the passenger is offered a flat-rate compensation.

If the passenger does not supply the baggage tag, the request cannot be accepted, in accordance with the Montreal Convention.

## DAMAGED OR LOST CONTENTS

For the settlement, the following documents will be needed:

- a) Damage Report made at the arrival airport
- b) boarding pass
- c) baggage tag
- d) photo of the damaged contents
- e) address of residence and bank account details
- f) list of damaged or lost contents, date of purchase and price of items
- g) proof of purchase of the damaged or lost items

If the passenger does not supply the baggage tag, the request cannot be accepted, in accordance with the Montreal Convention.

## **2. Delayed and lost baggage**

In accordance with the Montreal Convention, passengers are obliged to report their missing baggage immediately upon arrival to the handling partner at the arrival airport. Reporting missing baggage after leaving the arrival hall of the airport will not be accepted.

The passenger is obliged to present the baggage tag for the non-delivered baggage. The carrier shall not be responsible for delay or loss of baggage if the baggage tag had not been presented when making the delay report, in accordance with the Montreal Convention.

If you do not have any information about the whereabouts of your baggage for 3 days or longer, please provide a detailed description of your baggage (brand, any specific visual aspects) and its contents. Please send this information either to the airport lost&found office where you reported the delay of your baggage (the contact details can be found in the PIR's header), or to [claim@smartwings.com](mailto:claim@smartwings.com).

Delayed baggage is searched for 4 weeks. If the baggage is not found within this time limit, the baggage is considered lost.

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## DELAYED BAGGAGE

The request for delayed baggage expenses settlement can be made within 21 days of receiving the baggage. Requests made after this time limit will not be accepted.

Passengers who are residents in the country they arrive to are not entitled to compensation. Compensation is not provided for delayed child carriages.

If the baggage is delayed for more than 24 hours the passenger is entitled to reimbursement of necessary purchases. The compensation is provided on the basis of receipts. Only essential purchases will be reimbursed (toiletries, underwear, clothing in the case of a longer delay etc.), up to the amount not exceeding 40 EUR per day of baggage delay (the first 24 hours of delay are not included) and up to the maximum amount not exceeding 250 EUR. Purchases of non-essential items (decorative cosmetics, luxury goods etc.) will not be reimbursed. Every request is assessed individually.

Any reimbursement already paid to the passenger will be deducted from the final settlement, including any payments made by travel agency representatives on behalf of the carrier.

For the settlement, the following documents will be needed:

- a) Property Irregularity Report (PIR)
- b) boarding pass
- c) baggage tag
- d) address of residence and bank account details
- e) receipts from the necessary purchases

### LOST BAGGAGE

The baggage is considered lost in the case it is not found within 4 weeks. If your bag has not been found within this time limit and you have not done so yet, please fill the on-line form.

Any reimbursements already paid to the passenger will be deducted from the final settlement, including any payments made by travel agency representatives on behalf of the carrier.

For the settlement, the following documents will be needed:

- a) Property Irregularity Report (PIR)
- b) boarding pass
- c) baggage tag
- d) address of residence and bank account details
- e) list of contents of the luggage with price, date of purchase and proof of purchase

In case the baggage is lost, the passenger may be asked to send the originals of the bills by post.

### **3. Unclaimed baggage**

Passengers are obliged to collect their baggage immediately upon arrival. The carrier shall not be liable for unclaimed baggage.

In the case an unclaimed baggage is found, it is stored with the handling agent or with the carrier up to 3 months. If passengers do not demand their baggage within this time limit, the baggage will be discarded in accordance with all legal and ecological requirements.

If the passengers wish to collect their unclaimed baggage after leaving the airport, they should contact the handling partner at the airport of arrival. Any expenses incurred in relation to the collection of the baggage are paid by the passenger.

### **4. Limitations of the carrier's liability**

The carrier reserves the right to request the documents necessary for the evaluation of the extent of the damage. If the passenger does not submit such documents, it may result in declining the claim.

The carrier shall not be liable for damage or loss of items transported in breach of the Conditions of Carriage. The carrier shall not be liable for items removed from the luggage during a security check and any damage caused in relation to the security check.

List of items that are transported in the hold luggage at the passenger's own responsibility:

- a) fragile items (perfumes, dioptric and sunglasses, contact lenses, bottles, glassware, porcelain items, water pipes, binoculars or other optic devices etc.)
- b) perishable items
- c) medicine
- d) cash, credit and debit cards
- e) securities, stocks and shares, bonds, other commercial documents
- f) valuable items, art objects, jewellery, items made of precious metals
- g) keys
- h) passports and other identification documents
- i) data carriers, electronic devices (laptops, tablets, mobile phones, music players, cameras etc.) including accessories

The carrier shall not be liable for damage or loss of items and luggage transported with the „limited release“ tag (mainly beach umbrellas, beach tents, other beach equipment and already damaged baggage).

The carrier shall not be liable for damage caused by the baggage's contents.

The carrier shall not be liable for damage to sport equipment unless it was declared at check-in and the sport equipment transport fee had been paid. The carrier shall not be liable for damage to bicycles that were not transported in rigid plastic packaging.

The carrier shall not be liable for damage to child carriages that were not packed or wrapped for the transport.

The carrier shall not be liable for damage incurred as a result of intentional or negligent actions of the passenger, including cases of inadequate packing or overpacking.

The carrier shall not be liable for visual damage to baggage that does not limit its further use.

The carrier shall not be liable for damage or loss of items that are on the outside of the luggage but not its integral part, such as padlocks, nametags, covers, straps or outside located tents, mats and other items.

The carrier shall not be liable in case a baggage was collected by another passenger. The passenger who caused the delay by collecting someone else's baggage shall cover all costs incurred by both parties.

The limitations of the carrier's liability are set by the Conditions of Carriage and by the Montreal Convention.

## **5. Conflict resolution**

Passengers who have contacted the carrier with their claim and are dissatisfied with the evaluation of their request have the right to seek out-of-court settlement through Czech Trade Inspection Authority. Comprehensive information regarding out-of-court settlements and on-line submission form are available at the website of Trade Inspection Authority

## 6. Privacy Policy

Information in accordance with article 13 part 1 GDPR for the processing of data by Worldtracer system

Worldtracer is a global system for tracing and management of lost, delayed or damaged baggage, developed by SITA company in cooperation with IATA. The description of the product is available at: <https://www.sita.aero/solutions/sita-at-airports/sita-baggage-management/worldtracer/>. This system is widely used in the air transport industry and allows an effective identification, tracing, repatriation of baggage and management of passengers' claims. The administrator processes personal data of passengers such as names, contact information and information about flights, and must comply with strict standards of data protection, in particular in accordance with the GDPR. The passenger himself/herself chooses what data will be provided to the administrator in relation to the defined purpose, minding that the more data or provided the better the chance of fast location of the baggage. The data may be related to identity or contact of the person and to the flight and their baggage.

a) Identity and contact information of the administrator or his deputy

The administrator is the airline to which the passenger reports non-delivered or damaged baggage: Smartwings, a.s. registered office: Praha, K Letišti 1068/30, postal code: 161 00.

b) Contact information of data protection officer

Data protection officer – e-mail: [dpo@smartwings.com](mailto:dpo@smartwings.com)

c) Purpose of data processing and legal frame for processing

Purpose: Recording, tracing and repatriation of lost, delayed or damaged baggage with the Worldtracer system. Legal timeframe:

- Art. 6 par. 1 b) GDPR – processing is necessary for the performance of a contract to which the data subject is party, i.e. transport contract between the passenger and the airline and
- Art. 6 par. 1 f) processing is necessary for the purposes of the legitimate interests related to service quality and prevention of frauds pursued by the controller

d) The legitimate interests of the controller or a third party (in case of use Art. 6 par. 1 f)

The legitimate interests include specifically:

- protection of property of the airline
- prevention of fraudulent requests for compensation
- provision of effective operation and customer satisfaction

e) Recipients or recipient category of personal data

- SITA company as the operator of the Worldtracer system, in the role of the processor
- Alternatively, other contacted partners of the airline (such as delivery companies, sub-contactors used for baggage repatriation)
- Data is shared among airports and airlines using the Worldtracer system with the purpose of baggage repatriation and secondly with the purpose of preventing fraudulent compensation requests.

f) Intent of personal data transfers to a third country or international organisation

Data transfers are carried in accordance with Article 46 and 47 of GDPR – for example through standard contract clauses between SITA and air lines. Contact parties using the Worldtracer

system are binded by a contract which includes subjection to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Information about this regulation is available with the particular air line or on request. Data protection information in the SITA company is available at: <https://www.sita.aero/legal/privacy-at-sita/>.