

# Terms of service

## Terms and Conditions

Applicable to services sold **starting from 30.11.2018** to passengers departing from airports all over the world, in countries where TrueStar Group operates.

TrueStarSecureBag® Solution (hereinafter referred to as TS@S) is the service offered by the Truestar Group (hereinafter **TrueStar**), which wraps your Luggage, making it recognizable, protected, and uniquely identifiable.

It also helps you search for it in case of delivery delays by the air carrier.

### 1. Definitions

**Luggage:** suitcases, totes, backpacks, boxes, cases, or any container treated with TS@S, including its contents (personal effects).

**TrueStar SecureBag® Solution Customer:** the passenger of any airline that purchases the TS@S service (hereinafter "TS@S Customer").

**Non-compliance event:** Damage to Luggage (including theft or loss as defined by Damage to Luggage) with the airline caused by the inadequate wrapping of the protective TrueStarSecureBag®Film, or luggage that is inadequately identified or recovered due to the wrapping or Luggage Search Service; as defined below.

**Damage to Luggage:** for the purposes of this contract, Damage means:

- breakage of external or internal parts of the Luggage (including locks, hinges, wheels, and handles), which renders said luggage unusable, with the exception of scratches or small tears;
- this expressly excludes any objects treated with the TrueStarSecureBag® Film protective wrapping but without a container (prams, skis, and other objects generally without a container).

The theft or loss of Luggage that is not found within the terms indicated below, will result in provisions according to the same penalty provided for in cases of damage.

**Penalty:** the amount recognized by TrueStar to the TS@S Customer in the event of service non-compliance (penalty is not recognized for customers departing from Brazilian airports).

### 2. TrueStar SecureBag® Solution includes the following services:

**TrueStar SecureBag® Film protective wrapping** and application of a unique identification code: this service refers to the treatment of the Luggage with a special high-quality, resistant, non-toxic, recyclable resin film that **protects the Luggage, preventing damage (deriving, for example, from water, impact, and accidental openings) and makes it easily identifiable and found within airports.**

In particular, the identification and recovery of the Luggage is guaranteed by the application of the TrueStarSecureBag® Label, i.e. a sticker with a unique identification code (TrueStarSecureBag® PIN) that is attached to the Luggage at the end of the wrapping as well as to the TrueStarSecureBag®Warranty receipt.

In the event that the Luggage is registered by the airline as **damaged** upon arrival at the destination airport, the TS@S Customer must follow the TS@S Customer Instructions indicated at **point 4** to activate the assistance service in case of Damage.

**Luggage Recovery Service**, in case of non-delivery by the airline.

In the event that the airline does not deliver the Luggage upon arrival at the destination airport, TrueStar will be responsible for the recovery of the TS@S Customer's Luggage; using, in particular, the identification and retrieval system for the Luggage as insured by the application of the TrueStarSecureBag® Label.

To this end, the TS@S Customer must activate the Luggage search service by following the TS@S Customer Instructions indicated at **point 4**.

The TrueStarSecureBag®Customer Center offers support to the TS@S Customer in the search for Luggage that hasn't been delivered by the airline in order to facilitate its recovery, but it is not responsible for the location procedures of the airlines nor does it have any relationship with their internal search procedures.

**Start and end of the Luggage search service:** in case of delayed Luggage delivery by the airline upon arrival at the destination airport, the service starts from the date in which the non-delivery is communicated to the TrueStarSecureBag®Customer Center and ends the **21st (twenty-first) day** following that date.

For the purposes of this contract, at the end of the 21st (twenty-first) day following the date on which the Luggage is registered as undelivered upon arrival at the destination airport or, subsequently, from the date on which the non-delivery is communicated to the TrueStarSecureBag®Customer Center, **Luggage will be officially deemed lost and the search service will cease, without any further search obligation on the part of TrueStar.**

### 3. Penalties paid by TrueStar to the TS@S Customer in case of non-compliance

The TS@S Customer (penalty is not recognized for customers departing from Brazilian airports, who will be only entitled for the searching luggage service) will be entitled to the following penalties:

- in case of **Damage (including theft or loss)** of the Luggage treated with the TrueStarSecureBag® Film protective wrapping, due to the inadequacy of the wrapping itself, inadequacy of identification and recovery of the luggage due to the Wrapping or the inadequacy of the Luggage Search Service: **the penalty will be calculated according to the Montreal Convention (e.g. 19 DSP per kilo of baggage weight) and exclusively in excess and in addition to the amount paid by the air carrier. In any case, the sum of the penalty and the amount paid by the air carrier can never be higher than the commercial value of the baggage and its content.**

#### Exclusions:

No penalty will be due for the following cases:

- damage to the following goods: value cards or documents with face value, coins, stamps; documents other than identity card, passport and driving license; live plants and animals, perishable goods or goods that are to be transported at a controlled temperature; automobiles and motor vehicles; explosives; objects of art;
- damages resulting from willful misconduct or gross negligence of the TS@S Customer;
- cases in which delayed delivery of luggage occurs at an airport within the city of residence of the TS@S Customer;
- in case of delayed delivery of the luggage.

All events caused or dependent on:

- wars, earthquakes, weather phenomena with the characteristics of natural disasters, phenomena of atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- strikes, revolutions, riots, or popular movements, looting, acts of terrorism and vandalism, since, in such cases, TrueStar cannot be held responsible.

It shall be understood that:

- for each piece of luggage considered in the service, the TS@S Customer will be entitled to only one Penalty for Damage;

- the penalties mentioned above are due within the specified limits, it being agreed that additional damage cannot be refunded, with particular reference to the damage relating to the sentimental value of the Luggage and personal belongings damaged or not returned;

- The services included in the present contract are provided in relation to a single trip for each piece of Luggage, intending the trip for which the TS@S Customer previously uses TS@S in relation to the specific Luggage.

Furthermore, the services are not due:

- in cases where the claim of Damage or failure to deliver the Luggage by the airline upon arrival at the destination airport has been omitted, as provided for in the TS@S Customer Instructions in **point 4**, with the appropriate P.I.R. form (Property Irregularity Report), thus lacking proof that the Damage or delay in the delivery of the Luggage actually refers to the specific journey to which the service provided by TrueStar is limited, or
- when the TS@S Customer has not taken the necessary measures to safeguard or recover the Luggage, or
- where the TS@S Customer does not communicate the Damage or non-delivery of Luggage to TrueStar according to the time limits and methods provided in the TS@S Customer Instructions in **point 4**, or
- in case of luggage that hasn't been treated with TS@S, hand luggage, undeclared and/or undelivered luggage, luggage that is confiscated, withheld, opened and/or damaged by customs or other governmental authority;
- for customers departing from Brazilian airports who are only entitled for the searching luggage service.

***In order to ensure that it is able to meet the aforementioned services in every case, TrueStar is insured in the countries in which it operates according to the terms, conditions, and limitations provided for in the relevant contracts, with AIG Group Companies, or with partner companies of the same Group.***

#### 4. Instructions for the TS@S Customer, to be followed in case of Damage to Luggage or Delayed delivery of Luggage by the airline upon arrival at the destination airport:

In order to prove the conclusion of this contract and exercise its rights, the TS@S Customer is required to keep and display the receipt or other document issued as proof of purchase of the TS@S service.

Under penalty of forfeiture of the rights referred to in this contract, in the event of Damage to Luggage by the airline upon arrival at the destination airport, recognition of the right to the Penalties and/or provision of services provided by TrueStar pursuant to this contract, are subject to the execution of the following obligations by the TS@S Customer, which is required to:

**a)** Before leaving the luggage drop-off area of the destination airport, filling out the P.I.R. (Property Irregularity Report) form at the Lost & Found desk and then reporting the event to the responsible airline, from which will be requested the corresponding compensation.

**b)** After having made a claim with the airline, in order to activate the Luggage search service or to claim the penalties provided in case of Damage, communicate the Damage or non-delivery of the Luggage by the airline upon arrival at the destination airport to the **TrueStarSecureBag@Customer Center** by using:

- the international telephone numbers +800 126 000 86 and +41912600086; or
- the e-mail address [securebag@truestargroup.com](mailto:securebag@truestargroup.com); or
- the website [www.truestargroup.com](http://www.truestargroup.com)

**no later than 72 (seventy-two) hours from the time of arrival at the destination airport.**

**c)** Provide the following documents to the TrueStarSecureBag@Customer Center.

- Original receipt as a document certifying the purchase of TS@S;

- Original Luggage Identification Code (TrueStarSecureBag® Pin);
- Photocopy of the Airplane ticket or boarding pass;
- Copy of the P.I.R. (complaint to the airport authorities and/or airline).

-  
For the purposes of penalty payment for Damage to Luggage (including theft or loss):

- Copy of the complaint sent to the responsible airline with the request for compensation, and the letter of reply from the airline itself;
- Copy of the documentation certifying the possible compensation provided by the air carrier;
- List of damaged, stolen, or lost items, their value, and the indicative date of purchase;
- Copy of invoices or receipts proving the value;
- Repair invoice or declaration of irreparable damage to damaged goods.

For the purpose of recognizing the right to the expected penalties, the above documentation must be sent no later than 60 (sixty) days from the date of arrival of the TS@S Customer at the destination airport (in case of loss or theft), or from the date of effective return of the Luggage (in case of physical damage of the luggage), unless unavailable due to no fault of the TS@S Customer.

**d)** If Damage to the Luggage is discovered at the time of its return, the TS@S Customer must ask the airline for a new P.I.R. form related to the Damage and act in accordance with the above provisions, communicating the event to the TrueStarSecureBag@Customer Service no later than 3 (three) days from the effective return date of the Luggage.