






Flight Delay Service Policy Wording



Flight Delay Service (applicable for Gold policies and if shown on your policy schedule)

Flight Delay Service (Included as standard on Gold policies. If you have purchased this cover as an option, it will be shown on your Policy schedule)			
	Bronze	Silver	Gold
2-hour flight delay (access to a VIP lounge pass for each Covered person ; or a £50 cash payment for each Covered Person .)	 Optional	 Optional	 Standard

INTRODUCTION

Welcome to Your Flight Delay Service Policy Wording provided by Travel Insurance Saver.

The **Seller** of this **Policy** is Travel Insurance Saver, a trading name of Rothwell & Towler Ltd, an Appointed Representative of Crispin Speers & Partners Ltd, who are authorised and regulated by the Financial Conduct Authority under number 311507. Any queries that **You** may have regarding the sale of this **Policy** should be addressed to them directly in the first instance. The insurance provided by this **Policy** is underwritten by Financial & Legal Insurance Company Limited.

Please read this **Policy** document in its entirety as it provides important information about how to register **Your Flight** details before **You** travel and for **Your** cover to be operational during **Your Flight**, 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**.

A summary of the cover provided by this **Policy** is shown in **Your** Insurance Product Information Document (IPID) document.

You are entitled to cancel **Your Policy** with a full premium refund within 14 days of the inception date of the **Policy**, provided that there have been no claims and no **Flights** are registered. Please see the cancellation condition under the Conditions of this **Policy**.

OUR AGREEMENT

This insurance is a contract between **Us** and **You** (the **Policyholder** shown in the **Policy schedule**). This is a claims made **Policy** which means that for there to be a valid claim under the **Policy**, claims must be reported to **Us** during the **Period of insurance**.

We will, (subject to the terms of this **Policy**,) provide **You** with the insurance set out in the **Policy** in respect of claims reported to **Us** during the **Period of insurance** shown in the **Policy schedule** and for any subsequent period for which **We** may accept a renewal premium.

You must ensure that all the information **You** have given to **Us** is accurate to the best of **Your** knowledge. **We** will be entitled to refuse to accept a claim where **You** do not take reasonable care not to make a misrepresentation.

The **Policy**, **Policy schedule** and any endorsements must be read together as one document.

Signed on **Our** behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

WHAT IS FLIGHT DELAY SERVICE?

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

Flight Delay Service provides cover if **Your Flight** is delayed by two hours after the original scheduled departure time, then **You** will receive an alert sent to **Your** email or to **Your** mobile device via text message (SMS). The following represents the benefits, maximum sums payable and number of claims allowable per **Policyholder** and per **Covered person** per **Flight**.

FLIGHT DELAY SERVICE BENEFITS

The following benefits apply to **Your** Flight Delay Service **Policy** during the **Period of insurance**. In the event of a claim the **Policyholder** has a choice on behalf of all **Covered persons**, of:

- Airport Lounge Access - Free access to an airport lounge at the **Departure airport** for the **Policyholder** and any **Covered persons**, or
- **Flight** delay Compensation - The **Policyholder** and any **Covered persons** will receive a payment of £50 each.

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:

Commencement date

The start date of the **Period of Cover** shown in the **Policy schedule**.

Covered person

Any traveller accompanying the **Policyholder** who is shown under Insured Persons on the **Policy schedule** and has been registered for travel on the same specific **Flight** in accordance with the requirements of this **Policy**.

Departure airport

The airport at which **Your** journey starts.

Destination airport

Means the airport at which **Your** journey ends.

Expiry date

The end date of the **Period of Cover** shown in the **Policy schedule** or, if earlier, the date it is terminated in accordance with this **Policy**.

Flight

A journey either a direct flight or connecting flights, between the **Departure airport** and the **Destination airport**; that has been registered by **You** in **Your Flight Delay Service Account**.

Flight delay

A delay of two hours or more to the scheduled departure time of **Your Flight** that has been notified to **Us** by the airline or a flight delay data service provider.

Flight Delay Service Account

The online account that must be created by the **Policyholder** at least 12 hours prior to travel and used to register: any **Flights** to be covered under this **Policy**, and any additional travellers to be covered under this **Policy**, and the **Policyholder's** preferred bank account details, which can be accessed online at delay.travelinsurancesaver.co.uk.

Period of insurance

The time between the **Commencement date** of the **Policy** and the **Expiry date** of the **Policy** and which is shown as Period of Cover in the **Policy schedule** and for which **You** have agreed to pay the premium.

Policy

This Flight Delay Service policy.

Policyholder

The person shown as Lead Name in the **Policy schedule** who must be a resident in England, Northern Ireland, Scotland or Wales at the time of purchase of this **Policy** and is aged 18 years old or over.

Policy schedule

The document headed **Policy schedule** accompanying this **Policy** and which contains full details of the **Policyholder's** name, **Policy** number, plus the **Commencement date** and **Expiry date** of the **Policy** and the premium payable.

Seller

Travel Insurance Saver

We/Us/Our

Financial & Legal Insurance Company Limited.

You/Your

The **Policyholder** named in the **Policy schedule**.

HOW TO USE YOUR FLIGHT DELAY SERVICE POLICY

Please read this section carefully as it explains how to make the **Policy** cover operational by registering **Your Flight** details before **You** travel and what to do if **You** need to make a claim for a **Flight delay**.

Before you travel

For this **Policy** to be operational **You** must register **Your Policy** at least 12 hours in advance of **Your** outbound **Flight** departure by visiting delay.travelinsurancesaver.co.uk.

1. **You** must create **Your** Flight Delay Service account by registering at delay.travelinsurancesaver.co.uk. **You** will need to log in to register **Your Flight**.
2. On accessing this website, **You** will need to provide **Your** email address and the **Policy** number shown at the top of the **Policy schedule**.
3. 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. 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: 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**.
4. **You** will also need to provide the names of each **Covered person** (if any), that will be travelling with **You** on **Your Flight**.
5. **You** must register all separate and additional **Flight(s)** and the respective **Covered persons** involved, at least 12 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

As **You** wait for **Your Flight**, **You** will need to have access to the internet and **Your** email inbox, or access to a mobile device capable of receiving text messages (SMS) at the telephone number that **You** provided when **You**

registered. If there is a **Flight delay**, **You** will receive an alert sent to **Your** email or to **Your** mobile device by a text message (SMS). The alert will provide **You** with a choice of receiving an airport lounge pass / entry code which will give **You** access to a nearby airport lounge for the same day (subject to availability).

Alternatively, **You** can choose to receive a **Flight delay** compensation payment of £50. This also applies if access to an airport lounge is not available for any reason, whereupon **You** can receive Your payment by tapping the button '*unable to enter lounge*'.

If for any reason **You** do not receive **Your Flight delay** notification for a **Flight** registered in **Your Flight Delay Service Account**, please email flightdelay@financialandlegal.co.uk or call 0161 3939897 and **We** will investigate and arrange for an after the event **Flight delay** compensation payment, to be made to **You** in respect of the eligible delay to **Your Flight** within 2 working days of notification to **Us**. **We** are open from 09.00 am to 5.00 pm Monday to Friday and the office is closed on Saturday, Sunday and public holidays.

Who is the insurer?

Flight Delay Service 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.

YOUR COVER

What is covered?

Subject to the requirements of the sections of this **Policy** identified as; '*How to Use Your Flight Delay Service Policy*', '*What is not covered*' and the '*General Policy Conditions*' the following cover is provided:

1. Airport lounge access for the **Policyholder** and any **Covered persons** for a **Flight delay** that is confirmed as delayed at the **Departure airport** during the **Period of insurance**, or
2. A payment of £50 for a **Flight delay** that is confirmed as delayed at the **Departure airport** during the **Period of insurance**.

Who is covered?

The **Policyholder** and any **Covered person** who has been registered for travel on a **Flight** in accordance with the requirements of the '*Before You Travel*' section of this **Policy**. There can be up to 10 **Covered persons** on a single Flight Delay Service **Policy**.

What is not covered?

1. Any **Flight** that has not been **registered** in **Your Flight Delay Service Account** at least 12 hours in advance of the scheduled departure time.
2. Any loss or delay that occurs as a result of transportation delays, security or immigration checks which does not affect the scheduling of **Your Flight**.
3. Any service charges or administrative fees that may be claimed by **Your** financial institution for payment of compensation to **You**. Those costs remain **Yours**.
4. Any data, roaming or mobile device charges (including text message (SMS) or internet charges) that may be required to access the service; including any charges related to the mobile device plan used to access the service; and any costs or administrative fees charged by **Your** financial institution.

GENERAL POLICY CONDITIONS

1. Eligibility - **You** must:
 - be at least 18 years old to sign-up for a Flight Delay Service **Policy**, **Covered persons** of all ages can be added to a **Flight**
 - have paid the **Policy** premium
 - travel while **Your Policy** is in force
 - be listed as a fare-paying passenger on the delayed **Flight**
 - have registered **Your Flight** at least 12 hours in advance of **Your** scheduled **Flight** departure in **Your Flight Delay Service Account**

- have a smartphone, be able to receive text messages (SMS) and access Internet, or, have a mobile device and an email address allowing **You** to access a wireless network (Wi-Fi) in real time so **We** can communicate with **You** while **You** wait for **Your Flight**.
2. Airport Lounge Access - Access to an airport lounge is subject to availability including the hours of operation, rules and age restrictions of each airport lounge. Where permitted, children may need to be accompanied by an adult. Please note: some airport lounges may not permit access to children.
 3. Flight Registration - Details of each **Flight** must be registered before **You** travel at least 12 hours in advance of **Your** scheduled **Flight** departure(s) by visiting **Your Flight Delay Service Account** at delay.travelinsurancesaver.co.uk.
 4. Claims Settlement -
 - The **Policyholder** must register their preferred payment method such as a bank account number.
 - The **Policyholder** and any **Covered persons** must use the same benefit. For **Flight delay** compensation payments, the **Policyholder** will receive the compensation on behalf of any **Covered persons** and is responsible for distributing the payment accordingly.
 5. Journey Breaks - Journeys involving a known or planned break in transit and a lay-over or stop-over either the outbound leg and/or the inbound leg need to be treated as separate **Flights** and registered accordingly for **Policy** cover to apply.
 6. 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.
 7. Misrepresentation 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** do not 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.
 8. 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 (GBP £).
 9. Governing Law and Jurisdiction - This **Policy** shall be governed by and interpreted under the laws of England, Northern Ireland, Scotland and Wales where **You** reside.
 10. Method of claims payment - **We** shall only make payment by means of a cash transfer to a bank account in the name of the **Policyholder** and the **Policyholder** must have registered the account details online in **Your Flight Delay Service Account**, 12 hours in advance of **Your** scheduled **Flight** departure. **We** will not be responsible for any delay in **You** receiving any claims payment transferred to **Your** chosen payment mechanism as a result of delays from their processing these payments or any other event that happens outside of **Our** control.
 11. Premium Payment - Cover under this **Policy** is only operative during the **Period of insurance**:
 - 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 **Flights** which have been registered at least 12 hours in advance of each scheduled **Flight departure**.

ASSIGNMENT

This **Policy** may not be assigned or transferred in whole or in part without **Our** written consent.

CANCELLATION

By Policyholder

The **Policyholder** may cancel this **Policy** at any time, by contacting the **Seller**:

- Telephone: 0345 812 0047

- Visiting: <https://secure.travelinsurancesaver.co.uk/contact/request-policy-refund>
- Email: info@travelinsurancesaver.co.uk

The **Policyholder** may cancel the **Policy** within 14 days of the **Commencement date** or the receipt of the **Policy** documents (whichever is the later) and obtain a full refund, providing the **Policyholder** has not travelled, and no claim has been made.

If the **Policyholder** cancels a single trip policy after the first 14 days of receipt of the documents, **We** will refund 65% of the premium paid, providing the **Policyholder** has not travelled and no claim has been made. If the **Policyholder** cancels an annual multi trip policy after the first 14 days of receipt (or after the renewal date) **We** will refund a portion of the premium depending on the number of complete months remaining on the **Policy**; providing the **Policyholder** is not on a trip at the time the **Policy** is cancelled, and no claim has been made since the **Policy** was issued or renewed.

By Us

Where there is a valid reason for doing so either **We** or the **Seller** 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.

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:	
Write:	The Customer Services Manager Rothwell & Towler Ltd. Tourism House Woodwater Park Pynes Hill Exeter EX2 5WS
Email:	complaints@rothwellandtowler.co.uk
Phone:	0345 812 0047 Lines are open Monday to Friday between 9am and 5pm.

Complaints relating to claims payments or claims handling:	
Write:	The Complaints Department Financial & Legal Insurance Company Limited 5400 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GQ
Email:	complaints@financialandlegal.co.uk
Phone:	0161 3939916

Please quote the Policy number on **Your Policy schedule** on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: [0300 1239 123](tel:03001239123) or [0800 023 4567](tel:08000234567)

Fax: [020 7964 1001](tel:02079641001)

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

Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **your** right to take legal action.

Protecting You

We are 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, **We** cannot meet **Our** 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](tel:08006781100); 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

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 **Z561011X**.

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.

We may share **Your** personal data with approved suppliers and service providers 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 data 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. **We** require all third parties to respect the security of **Your** personal data and to treat it in accordance with the law.

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** brokers, **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 defence 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, 5400 Lakeside, Cheadle, SK8 3GQ.

Useful Information

Travel Insurance Saver Customer Service

Monday to Friday
09:00 to 17:00

0345 812 0047

travelinsurancesaver.co.uk/contact

Before You Travel

For this policy to be operative you must register your flight at least 12 hours in advance of your outbound departure by visiting

delay.travelinsurancesaver.co.uk



Get advice about travelling abroad, including the latest information on coronavirus, safety and security, entry requirements and travel warnings.

<https://travelaware.campaign.gov.uk/>

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Travel Insurance Saver is a trading name of Rothwell & Towler Ltd which is an Appointed Representative of Crispin Speers & Partners Ltd who are Authorised and Regulated by the Financial Conduct Authority (FCA). Register number 311507. Rothwell & Towler Ltd, Registered in England No. 08294942. Registered Office: St Clare House, 30-33 Minorities, London, EC3N 1PE.

Flight Delay Insurance

Insurance Product Information Document

Company: Financial & Legal Insurance Company Limited

Product: Travel

Financial & Legal Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England & Wales under Company No. 03034220

This document provides only a policy summary of the key information. It does not contain the full terms and conditions of the Policy, which can be found in the Your Flight Delay Insurance Policy Wording.

What is this type of insurance?

This is a flight delay insurance policy, which provides cover if your flight is delayed. This is a claims made policy, which means that for there to be a valid claim, all claims must be reported during the period of insurance. This is a contract between Financial & Legal Insurance Company Limited and the person shown in the Certificate of Insurance.



What is insured?

- ✓ **Flight Delay** – Free access to an airport lounge at the departure airport OR a £50 payment each for you and any traveller accompanying you who has been registered for the same flight if your flight is delayed by two hours after the original scheduled departure time due to perils such as:
 - ✓ strike, industrial action or staff shortages;
 - ✓ bad weather;
 - ✓ mechanical breakdown or the grounding of the aircraft due to a mechanical or a structural defect;
 - ✓ air traffic control failure;
 - ✓ anti-social behaviour;
 - ✓ the closure of airspace, for example as a result of volcanic activity;
 - ✓ a serious fire, storm or flood damage to the departure airport or arrival point of your flight.



What is not insured?

- ✗ Any flight that has not been registered on your flight delay insurance account at least 12 hours in advance of departure.
- ✗ Any loss or delay that occurs as a result of transportation delays, security or immigration checks, which do not affect the scheduling of your flight between the departure airport and destination airport.
- ✗ Any bank service or administration fees.
- ✗ Any data, roaming or mobile devices charges (including text message (SMS) or internet charges) that may be required to access the service.



Are there any restrictions on cover?

- ! **Eligibility:**
 - You must be 18 years old
 - Have paid the policy premium
 - Travel whilst the policy is in force
 - Be listed as a fare-paying passenger on the delayed flight.
- ! Before you travel you must register your policy on your flight delay insurance account at least 12 hours in advance of your outbound flight scheduled departure.
- ! To make a claim you must have access to the internet and your email.
- ! The maximum amount of flight delay compensation payable is £50.00 per covered person per registered flight.
- ! Journeys involving a known or planned break in transit and a lay-over or stop-over need to be treated as separate flights.



Where am I covered?

- ✓ As per the Territorial Limit shown in the Policy schedule.



What are my obligations?

Before You travel

- You must register your policy at least 12 hours in advance of your outbound flight departure.
- You must register all separate and additional flight(s) and the respective covered persons involved, at least 12 hours in advance of your departure.
- You must create your Flight Delay Insurance account.
- On accessing this website, you will need to provide your email address and the policy number as shown in the Policy schedule.
- 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. It is important that you provide us with this information when registering so valid claims made can be paid out automatically to you.
- You need to provide the names of each covered person (if any), travelling with you on your flight.



When and how do I pay?

Payment must be made to the Seller, whose contact details are shown in the Policy, when purchasing cover.



When does the cover start and end?

The period of Insurance is shown on your Policy schedule.



How do I cancel the contract?

You may cancel this policy by contacting the Seller, whose contact details are shown in the Policy.