



Flight Delay Insurance Policy

Cover is for residents of the United Kingdom (UK)

Important telephone numbers

Online claims portal: delayok.com/claims
Customer services: **0333 241 6630**

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This insurance meets the demands and needs of customers who wish to insure themselves for flight delays on their journey. This insurance does not cover everything. **You** should read the policy carefully to make sure it provides the cover **you** need.

Assured Travel Solutions Ltd has only provided **you** with information and has not provided **you** with any recommendation or advice about whether this product meets **your** specific insurance demands and needs.

About us and our insurance services

Assured Travel Solutions Ltd
Bath House, 6-8 Bath Street,
Bristol,
BS1 6HL, UK

1. Whose products do we offer?

Assured Travel Solutions Ltd is an insurance intermediary that offers products from a single insurance company, Financial and Legal Insurance Company Limited and act on their behalf.

2. Which service will we provide you with?

You will not receive any personal advice or a recommendation from Assured Travel Solutions Ltd for flight delay insurance. Assured Travel Solutions Ltd may ask some questions to narrow down the selection of products that they will provide details on. **You** will then need to make **your** own choice about how to proceed.

3. Who regulates us?

Assured Travel Solutions Ltd, Bath House, 6-8 Bath Street, Bristol, BS1 6HL is authorised and regulated by the Financial Conduct Authority. Assured Travel Solutions Ltd Financial Services Register number is 795055. Permitted business includes arranging flight delay insurance.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

4. What to do if you have a sale or claim complaint

If **you** wish to register a complaint about the sale or claim handling of the policy, please contact Assured Travel Solutions Ltd:

Write to: CEO, Assured Travel Solutions Ltd, Bath House, 6-8 Bath Street, Bristol, BS1 6HL

Phone: 0333 241 6630

Email: contact@delayok.com

If **you** cannot settle **your** complaint with Assured Travel Solutions Ltd, **you** may be entitled to refer it to the Financial Ombudsman Service for independent arbitration.

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

5. **Are Assured Travel Solutions Ltd covered by the Financial Services Compensation Scheme (FSCS)?**

For **your** added protection Assured Travel Solutions Ltd are covered by the FSCS. **You** may be entitled to compensation from the scheme if Assured Travel Solutions Ltd cannot meet its obligations.

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by calling 0800 678 1100 or 020 7741 4100, or visiting their website at www.fscs.org.uk

Important Information

Thank **you** for taking out Assured Travel Solutions Flight Delay Ok Insurance with **us**. **Your policy schedule** shows the people who are covered and the **period of insurance**.

Your policy does not cover everything. **You** should read this policy carefully to make sure it provides the cover **you** need. If there is anything **you** do not understand **you** should call Assured Travel Solutions Ltd on **0333 241 6630** or write to Assured Travel Solutions Ltd, Bath House, 6-8 Bath Street, Bristol, BS1 6HL.

Insurer

Your Assured Travel Solutions Flight Delay Ok Insurance is underwritten by Financial and Legal Insurance Company Limited.

How your policy works

Your policy is a contract between **you** and **us**, made up of the **policy document** and **policy schedule**, which should be read together. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions apply to each **person insured**.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the **policy document** and **policy schedule**.

Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** Assured Travel Solutions Flight Delay Ok Insurance policy. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid.

If **you** think **you** may have given **us** any incorrect answers, or if **you** want any help, please call Assured Travel Solutions Ltd on **0333 241 6630** as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Cancellation rights

If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your policy schedule** and return all **your** documents for a refund of **your** premium.

You can contact Assured Travel Solutions Ltd, Bath House, 6-8 Bath Street, Bristol, BS1 6HL. Telephone: **0333 241 6630** Email: contact@delayok.com

Summary of Policy Cancellation by Policyholder;

- a) Within 14 days of purchase: full refund (unless within 24 hours of departure)
- b) After 14 days but more than 24 hours before scheduled departure of the flight: no refund
- c) Within 24 hours of scheduled departure of flight; no cancellation option

Delay Policy Cancellation – Flights Cancelled

Insured event is a delay to scheduled flight after 3 hours. Policy Operates on the day that flight is scheduled. Cancelled flights are not covered by the policy:

- a) Flights cancelled by airline within 14 days of policy purchase - option to cancel policy with full refund (cover not operational/cancellation period)

- b) Flights cancelled by airline 24 hours or more before scheduled departure time - option to cancel policy with full refund (cover not operational)
- c) Flights cancelled by airline less than 24 hours before scheduled departure - no claim - flight cancelled not delayed - policy operational - no refund
- d) Flights cancelled after scheduled departure but before 3 hours delay - no claim - flight cancelled - policy operational - no cancellation option - no refund
- e) Flights cancelled after 3 hours delay - claim for delay - policy operational - no refund

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme for 90% of the claim, with no upper limit if the **insurer** cannot meet its obligations. This depends on the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 0207 741 4100, or by visiting their website at www.fscs.org.uk

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

Contracts (Rights of Third Parties) Act 1999

No term of this contract is enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Data protection notice

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

We may receive information about **you** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, appointed representatives.
- Directly from **you**.

We will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other appointed representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

Definition of words

When the following words and phrases appear in the **policy document** or **policy schedule**, they have the meanings given below. These words are highlighted by the use of bold print.

Computer system

Any computer hardware, software, communication system or electronic device (including smartphones, laptops, tablets and wearable devices), server, cloud, microcontroller or similar system (including any associated input, output or data storage device, networking equipment or backup facility).

Cyber risk

Any unauthorised, malicious or illegal act (or the threat of such an act), involving access to or the processing, use or operation of any **computer system**;

Any error or omission involving access to or the processing, use, or operation of any **computer system**;

Any partial or total unavailability or failure to access, process, use or operate any **computer system**; or

Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount relating to the value of such data.

Departure airport

The airport where **your** outward flight from the **UK** to **your** destination begins, and/or the airport where **your** final flight back to the **UK** begins.

Economic sanction(s)

Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or **UK**. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country, residents of a sanctioned country or specific individuals.

Home

Your usual place of residence in the **UK**.

Insurer

Financial and Legal Insurance Company Limited.

Period of insurance

Cover begins from the issue date shown on **your policy schedule** and ends on departure of either **your** outbound flight or **your** final homebound flight. **Your policy schedule** will show which flight(s) are covered.

Person insured

Each person shown on the **policy schedule**, for whom the appropriate insurance premium has been paid.

Policy document

Means this delayed travel insurance document.

Policy schedule

Means the document headed **policy schedule**.

Resident

A person who has their main **home** in the **UK** and has not spent more than six months abroad during the year before the policy was issued.

Travelling Companion

A person or persons with whom **you** have coordinated travel arrangements.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

We, our, us

Financial and Legal Insurance Company Limited.

You, your

Each person shown on the **policy schedule**, for whom the appropriate insurance premium has been paid.

Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

1. **You** are a **resident** of the **UK**.
2. **You** have a valid **policy schedule**.
3. **You** either pre-register **your** flight details when **your** policy was bought to receive automatic claim settlement, or **you** contact **us** as soon as possible with full details of **your** flight delay claim giving **us**

all the information **we** ask for. Please see section 'Making a claim' for more information.

4. **You** accept that no alterations can be made to the terms and conditions of the **policy document**, unless **we** confirm them in writing to **you**.

We have the right to do the following:

1. Cancel the policy if **you** tell **us** something that is not true, which influences **our** decision as to whether cover can be offered or not.
2. Cancel the policy and make no payment if **you**, or anyone acting for **you**, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if **you** give a false declaration or deliberate mis-statement when applying for this insurance or supporting **your** claim. **We** may in these instances report the matter to the Police.
3. Not issue a policy within 24 hours of **your** flight, unless **you** are booking **your** flight tickets at the same time.

Flight Delay OK cover and exclusions

WHAT YOU ARE COVERED FOR

We will pay £150 compensation if the flight **you** are booked on is delayed at its departure airport for more than 3 hours from the time shown in **your** travel itinerary (plans) because of:

- strike or industrial action;
- bad weather;
- mechanical breakdown or the grounding of the aircraft due to a mechanical or a structural defect;
- the anti-social behaviour of someone other than **you** or a **travelling companion**;
- the closure of airspace as a result of volcanic activity;
- a serious fire, storm or flood damage to the departure airport or arrival point of **your** flight.

WHAT YOU ARE NOT COVERED FOR

- Anything which is caused by **you** not checking in at the **departure airport** when **you** should have done.
- Missed connections.
- A delay caused by something which began or was announced before **your** policy was bought.
- The cancellation of the insured flight for any reason (including the withdrawal from service of an aircraft (temporarily or permanently), on which **you** are booked to travel, by the carrier or on the recommendation or order of any government, civil aviation authority or other similar authority in any country).
- Any claim arising from, or relating to, the following:
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism.
 - Any epidemic or pandemic.
 - **You** not following any advice or recommendation made by the Foreign, Commonwealth and Development Office, World Health Organization or any government or other official authority.
 - Any **economic sanction** which prohibits **us** from providing cover under this policy.
 - **Cyber risks** of any kind.
 - Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process data.
 - **You** acting in an illegal or malicious way.
 - **You** being under the influence of alcohol, of solvents or drugs, or doing anything as a result of using these substances (except drugs prescribed by a doctor but not for the treatment of drug or alcohol addiction).
 - **You** or a **travelling companion** being refused boarding by the airline for any reason other than the insured perils listed above in the WHAT YOU ARE COVERED FOR section.
 - The closure of airspace as a result of unauthorised aerial activity.
 - Any loss caused as a direct or indirect result of anything **you** are claiming for, for example loss of earnings, unless it says differently in the policy.
 - **You** not answering any question(s) accurately that **we** have asked **you** at the time of buying this policy and where **your** answer(s) may have affected **our** decision to provide **you** with this policy.
 - Something that happened before **your** policy or travel tickets for **your** journey were bought (whichever is later) and which could reasonably have been expected to be the reason for a claim, unless **we** agreed to it in writing.

Making a claim

If when **you** bought **your** policy, **you** gave **us** all the details **we** need regarding **your** flight(s), then any qualifying claim for a delay should automatically be paid to **your** chosen account within 7 days.

If **you** have not pre-registered **your** flight details or **you** have not received payment for a delay **you** think is valid, please contact **us** in one of the following ways:

Visit the website: www.delayok.com/claims where **you** can complete a claim form.

Email: claims@delayok.com and ask for a claim form.

Tel: **0333 241 6630**

You should keep all **your** flight documents until **you** receive payment.

Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

Step 1

- **For complaints regarding the policy terms and conditions**

In the first instance, please

Write to: The Compliance Department, Financial & Legal Insurance Company Limited, No. 1

Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW

Phone: **0161 495 4490**

- **For complaints regarding the sale of the policy or claims handling**

In the first instance, please

Write to: CEO, Assured Travel Solutions Ltd, Bath House, 6-8 Bath Street, Bristol, BS1 6HL

Phone: **0333 241 6630**

Email: contact@delayok.com

Step 2

- **For all complaints**

If **you** are not satisfied with the final response **you** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR Call: **0800 023 4567** or **0300 123 9 123** or

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

These documents are available in large print,
audio and Braille.

Please contact us on
Phone **0333 241 6630**

and we will be pleased to organise an
alternative for you.

Assured Travel Solutions Ltd.

Registered Office Bath House, 6-8 Bath Street, Bristol, BS1 6HL under Registration number 08895486.

Assured Travel Solutions Ltd are authorised and regulated by the Financial Conduct Authority (FCA).

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

Assured Travel Solutions Ltd acts as an agent for Financial & Legal Insurance Company Limited.