

# Your Policy Document

## Flight Delay Insurance

CHUBB®

## Contact information

### Customer Services

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Tel: +44 (0) 20 7073 4400

Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

### Complaints

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Tel: +44 (0) 20 7073 4400

Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

Calls may be recorded for training and quality purposes.

### **Insurer**

Chubb European Group Limited registered number 112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/>.

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# Welcome

## Thank you for choosing Chubb.

This is **Your** Policy Wording which, together with **Your Insurance Confirmation Email** and the information supplied when applying for this insurance, is a contract between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group Limited (**Chubb/We/Us**).

This Policy pays benefit, in accordance with this Policy Wording, in the event that **Your Covered Flight** is cancelled, diverted or the **Actual Arrival Gate Time** is later than the scheduled arrival gate time by at least the delay period stated in the **Insurance Confirmation Email**.

This insurance only applies for the specified flight in **Your Insurance Confirmation Email**.

This Policy does not cover:

- **Your** failure to check-in on time for the **Covered Flight**;
- **Your** failure to arrive at the departure gate on time for the **Covered Flight**
- Refusal by the airline to accept **You** onto the **Covered Flight** for a reason within **Your** control

**You** (as specified in the **Insurance Confirmation Email**) and **Chubb** agree that **You** shall pay the premium as agreed. The **Insurance Confirmation Email** and this Policy Wording provide the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

**You** should check over the Policy Wording and **Insurance Confirmation Email** carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect Policy cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect Policy cover, even if **You** do not think a change is significant, and **We** may need to change this Policy and/or the amount of premium. **We** will update the Policy and issue a new **Insurance Confirmation Email** each time a change is agreed.



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Andrew Kendrick  
President  
Chubb European Group Limited

# Flight Delay Insurance

## What is covered

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If **Your Covered Flight** is cancelled, diverted or its **Actual Arrival Gate Time** is later than the scheduled arrival gate time by at least the delay period stated in the **Insurance Confirmation Email** for any cause outside of **Your** control **We** will pay the flight delay benefit stated in the **Insurance Confirmation Email**.

## Eligibility Criteria and Special Conditions

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- **You** must be resident in the **United Kingdom**, aged 18 or over and be in the **United Kingdom** at the time of purchasing the Policy.
- **You** must comply with the travel agent, tour operator and transport providers contract terms including checking-in requirements and arriving at the departure gate on time.

## What is not covered

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1. **We** will not be liable to make any payment under this Policy where:
  - A. **You** have not purchased a ticket for the flight detailed on **Your Insurance Confirmation Email**.
  - B. **You** have failed to arrive at the departure gate on time for the **Covered Flight**.
  - C. **You** have been denied boarding, or have been removed from a **Covered Flight**, by the airline or airport authorities for any reason within **Your** control.
2. Any **Claim** where **You** have failed to meet minimum check-in requirements as shown on **Your** travel itinerary.
3. **We** will not pay any **Claims** which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America.

Applicable to US Persons only: Policy cover for a **Holiday** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For

any **Claim** from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business that is owned or controlled by such persons.

**You** should contact **Us** on +44 (0)20 7073 4400 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

## Claim Payments

For **Claims** payable under this Policy in respect of **Your Covered Flight**, within 72 hours of **Your** scheduled arrival gate time **We** will automatically instruct payment of the benefit amount stated in **Your Insurance Confirmation Email**.

**We** will validate whether **Your Covered Flight** has not reached the scheduled destination airport or has been delayed by using data from FlightStats, who are the leader in flight data services.

This payment will be made into the PayPal account linked to the email address provided by **You** and on file at the time a **Claim** becomes payable.

**We** reserve the right to recover and **You** agree to repay any claim payment made by **Us** to **You** in the event that such claims payment should not have been made under the terms of this Policy.

# General Conditions

Conditions that apply to the whole Policy.

## Contract

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This Policy, the **Insurance Confirmation Email** and any information provided in **Your** application will be read together as one contract.

## Choice of Law

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This Policy shall be governed by and interpreted in accordance with the laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in English.

## Third Party Rights

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The Contracts (Rights of Third Parties) Act 1999, or any amendment thereto shall not apply to this Policy. Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

## Compliance with Policy Requirements

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**You** (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy otherwise **We** may not pay any benefit under this Policy.

## Changing Your Policy

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### 1. If **You** want to change **Your** Policy

If any of the personal information **You** have given us changes, **You** can contact **Us** to request a change.

**Our** contact details are:

Tel: +44 (0)20 7073 4400  
Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

### 2. If **We** want to change **Your** Policy

**We** reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with the Policy, or to cancel the Policy and receive a premium refund.

Any change made to **Your** Policy will begin on the date that the replacement **Insurance**

**Confirmation Email** is issued to **You** by **Us**.

## Cancelling Your Policy

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### 1. If **You** want to cancel **Your** Policy

If, for any reason, **You** are not satisfied with this Policy, **You** may cancel at any time either by selecting 'Cancel my policy' on the Flight Delay Insurance page within App in the Air or by contacting **Us**. If this happens the Policy will have provided no cover and **We** will refund any premium **You** have paid, provided the request is received no later than 5 days prior to the scheduled departure date in the **Insurance Confirmation Email**.

**Our** contact details are:

Tel: +44 (0)20 7073 4400  
Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

### 2. If **We** want to cancel **Your** Policy

**We** can cancel this Policy by giving **You** 30 day's written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid provided **You** have not made a **Claim** under the Policy.

## Other taxes or costs

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**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

## Misrepresentation and Non-Disclosure

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**You** must take reasonable care to ensure that all of the information provided to **Us** in the application process, by correspondence, over the telephone, and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that a **Claim** may not be paid. **You** acknowledge that **We** have offered the Policy based upon the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

## Interest

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No claim or premium refund payable by **Us** under this Policy shall carry interest unless payment into **Your** PayPal account has been unreasonably delayed by **Us**.

## Bank/PayPal Charges

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**We** shall not be liable for any charges applied by **Your** bank or PayPal account for any transactions made in relation to a **Claim**.

## Complaints procedures

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**We** are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us**, quoting **Your** Policy details, so **We** can deal with the complaint as soon as possible.

If **You** have a complaint about the sale of **Your** Policy, the Customer Service **You** have received or the way **Your Claim** has been handled please contact:

Tel: +44 (0) 20 7073 4400  
Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

**You** can approach the Financial Ombudsman Service for assistance if there is dissatisfaction with **Our** final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within 6 months of **Our** final response.

Contact details are given below. A leaflet explaining the procedure is available upon request.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Tel: +44 (0) 800 023 4567 (calls are free from a UK landline or mobile) or +44 (0) 300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following these complaints procedures does not reduce **Your** statutory rights relating to

this Policy. For further information about **Your** statutory rights contact the Citizens Advice Bureau.

## European Online Dispute Resolution Platform

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If **You** have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:  
<http://ec.europa.eu/consumers/odr/>.

**Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

## Prudential Regulation Authority and Financial Conduct Authority

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Chubb European Group Limited, Registered in England and Wales No. 1112892 with registered office at Chubb Building, 100 Leadenhall Street, London, EC3A 3BP.

Chubb European Group Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number FRN Number 202803. Full details can be found on the Financial Services Register by visiting <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Calls are free from a UK landline or mobile).

## Financial Services Compensation Scheme

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In the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Its contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL 17 1DY

Phone: 0800 678 1100 or 020 7741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)  
Online Form: <https://claims.fscs.org.uk/>

## General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy in bold type and starting with a capital letter.

### **Actual Arrival Gate Time**

The time the aircraft arrives at its scheduled destination airport's arrival gate, including the time it takes to taxi to the gate.

### **Chubb**

Chubb European Group Limited.

### **Claim, Claims**

Single loss or a series of losses **Due To** one cause covered by this Policy.

### **Covered Flight**

The scheduled flight listed in the **Insurance Confirmation Email** for which **You** have a valid ticket.

### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

### **Insurance Confirmation Email**

The email document confirming the purchase of flight delay insurance sent to **You** by App in the Air on **Our** behalf. In the event that **Your** flight is rescheduled by **Your** airline **We** will send you an updated confirmation email.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

### **We, Us, Our, Ourselves**

Chubb European Group Limited.

### **You, Your**

The person named in the **Insurance Confirmation Email** who has elected to participate in this insurance and who has paid the premium.



## Data Protection

Chubb European Group Limited (hereafter "**We, Us, Our**") is the data controller (as defined in the Data Protection Act 1998) and **We** accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to **Us**.

In this notice, where **We** refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)).

Where **We** refer to '**You**' or '**Your**' Personal Information, this will include any information that identifies another person whose information **You** have provided to **Us** (as **We** will assume that they have appointed **You** to act for them). **You** agree to receive on their behalf any data protection notices from **Us**.

**We** will Use **Your** Personal Information for the purpose of providing insurance services. By providing Personal Information, **You** consent that **Your** Personal Information, will be used by **Us, Our** group companies, **Our** reinsurers, **Our** service providers/business partners, and **Our** agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of **Our** business operations.

**We** may also pass **Your** Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires **Us** to do so. **We** will not share **Your** Personal Information which is sensitive personal data (as defined in the Data Protection Act 1998) unless **We** have either specific consent from **You** or **Your** nominated personal representative or **We** are required to do so by law.

**We** may transfer **Your** Personal Information to countries outside the EEA

which may not have the same level of data protection as in the **United Kingdom**, but if **We** do, **We** will ensure appropriate safeguards are put in place to protect **Your** Personal Information.

If **You** ask **Us, We** will tell **You** what Personal Information **We** hold about **You** and provide it to **You** in accordance with applicable law. **We** are permitted to charge a fee of £10 for this. Any Personal Information which is found to be incorrect will be corrected promptly. **We** may monitor and/or record **Your** communication with **Us** either **Ourselves** or using reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **You** only for so long as it is appropriate.

If **You** have agreed to accept marketing from **Chubb** and its associated group companies, **We** or they may contact you from time to time by email, phone, SMS or letter about special offers, news and new products that may be of interest to **You**.

For questions regarding **Your** Personal Information or to opt out of marketing at any time, please contact:

Tel: +44 (0)20 7073 4400  
Email: [aita-cs@broadspire.eu](mailto:aita-cs@broadspire.eu)

## Contact Us

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Chubb European Group Ltd.  
The Chubb Building  
100 Leadenhall Street  
London  
EC3A 3BP  
[www.chubb.com/uk](http://www.chubb.com/uk)

## About Chubb

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On 14 January 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

**Chubb. Insured.<sup>SM</sup>**

Chubb European Group Limited registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/>