



Post Office Travel Insurance – Flight Delay Assistance Terms & Conditions

Please read these terms and conditions carefully before registering for Flight Delay Assistance.

1. Parties to Flight Delay Assistance

Flight Delay Assistance is arranged by Post Office Travel Insurance is arranged by Post Office Limited and Post Office Management Services Limited. Post Office Travel Insurance is underwritten by Great Lakes Insurance UK branch, FRN769884, and administered by Collinson Insurance Services Limited, FRN 311883. (we/us/our throughout this document). Flight Delay Assistance is provided on behalf of Post Office by Intana Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU by Collinson Insurance Services Limited. This agreement becomes valid on 26/07/2016. By entering into this agreement, you agree that you are legally capable of entering into a binding contract and you are at least 18 years old. You also agree with our privacy policy found here <http://www.postoffice.co.uk/privacy>

2. Eligibility

Flight Delay Assistance is available to all Premier customers. To access this service you must register for Flight Delay Assistance at the following address <http://www.postoffice.co.uk/flight>

Flight Delay Assistance is provided at our discretion and only selected scheduled commercial flights are eligible for registration. Charter flights are not eligible for registration. Flight Delay Assistance is not available to passengers on trips, which have more than one stop-off and were booked under a single flight number.

3. How to use Flight Delay Assistance

You will become eligible for Flight Delay Assistance if you register your flight at least 24 hours before the scheduled departure time at <https://www.postoffice.co.uk/travel-insurance/flight-delay-assistance>. We reserve the right not to provide Flight Delay Assistance if you fail to accurately register your details [or the details of your travel companion[s]].

The departure of your flight will be monitored by our flight tracking system. Subject to successful prior registration and lounge availability, Flight Delay Assistance will provide you and subsequent travellers with airport lounge access via email in the event that our flight tracking system identifies that your flight is delayed by more than 2 hours (the "Delay Threshold"). You will also receive an SMS to notify you of such emails. Access to the email account you provided at registration and the ability to display your lounge access email is a condition of use of the Flight Delay Assistance.

For each registered flight, a delay which matches or exceeds the Delay Threshold can be announced either as one single period of delay or is reached as a consequence of multiple incremental shorter delays.

We and you will rely solely on our flight tracking system to determine if you have become eligible for airport lounge access. You accept that we do not warrant the accuracy of the flight tracking system and you will not rely on it to track your flight departure time.

Flight Delay Assistance will be provided to you and subsequent travellers on the same day of your flight travel. It cannot be used on any other day of your travel.

Only the named individual and subsequent travellers in the Flight Delay Assistance email confirmation will be eligible to airport lounge access.

Flight Delay Assistance is provided to you and subsequent travellers on a non-transferable, non-refundable and non-changeable basis.

By accessing the airport lounge, you and subsequent travellers agree to abide by the rules and policies of the lounge.

You and subsequent travellers acknowledge that additional dining options and business or conference facilities available to lounge guests may be subject to additional charges. You and subsequent travellers will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

4. Price and Payment

This service is free. Post Office Travel Insurance reserves the right to charge a fee or amend the fee from time to time.

5. Liability

If we fail to comply with these terms and conditions, we shall only be liable for the retail value of the lounge access.

We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- loss of income or revenue;
- loss of business;

- loss of profits; or
- loss of anticipated savings.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Nothing in this agreement excludes or limits our liability for:

- liability for death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Where you use the services of any participating airport lounge, any losses or liability arising out of, or in connection with using such lounge shall be the liability of the participating lounge. We will not participate in any dispute between you and any participating lounge.

We do not give any warranty for any goods services accessed through the participating lounges.

You agree that you will defend and indemnify Collinson Service Solutions Limited, us, and our companies, directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of Flight Delay Assistance by you, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

6. Term and Cancellation

The term of this agreement will end and the service will be revoked if your travel insurance policy is cancelled.

7. Notices

You accept that communication with us will mainly be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

You should be aware that access to your email may be subject to local Internet access charge depending on your own individual arrangements for Internet access. You agree that you will be solely responsible for any expenses incurred for your access to Flight Delay Assistance service.

8. Right to Amend and Revoke This Agreement

We have the right to amend or terminate this agreement with immediate effect at any time.

9. The Customer Service

If you have a complaint about any aspect of Flight Delay Assistance, please contact: 0330 123 1382 or via post: Post Office Travel Insurance, City Park, 368 Alexandra Parade, Glasgow, G31 3AU.

Upon receiving a customer complaint we will confirm a final response or let you know when a final response can be expected. Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

10. Other Important Terms

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.