Flight Delay Access Pass Terms and Conditions

1. Introduction:

These Terms & Conditions ("**Terms**") govern the participation in the Flight Delay Access Pass program (the "**Program**").

By registering a flight, you confirm that you:

- have read and agree to these Terms; and
- you acknowledge that the processing of Your personal data is governed by Our Privacy Notice available here.

The Program is provided to Eligible Cardholders by Collinson Insurance Services Limited and its affiliates ("**We/Our/Us"**).

Your card issuer ("**Issuing Bank**") has enrolled You into the Program. Subject to eligibility and the conditions set out below, You and any eligible Travel Companions may receive a Benefit if Your Covered Flight is Delayed.

2. Definitions:

For clarity, the following definitions apply to these Terms:

- **"Authoritative Flight Data Source"**
  A designated third-party data provider whose records are final and binding for determining flight schedules and delays. We shall use the data provided at our sole discretion.
- **"Benefit"**
  A LoungeKey pass which is a QR code granting You access to airport experiences within the LoungeKey network and to be used within a specific validity period. This allows You, and any eligible Travel Companions, to benefit from the experiences provided by LoungeKey. These include but are not limited to: (i) access to a participating airport lounge, (ii) dining experience, or (iii) any other alternative airport experience provided by LoungeKey. Please note, these Benefits are subject to availability at Your departure airport location and limited to airports with LoungeKey coverage.
- **"Covered Flight"**
  A scheduled commercial passenger flight that You, and any eligible Travel Companions, hold a valid airline ticket for and which has been successfully registered under this Program. This flight must be operated by a licensed airline, who reports their flight schedules and delays to Our Authoritative Flight Data Source.
- **"Delay /Delayed"**
  The difference between the scheduled departure time and the actual gate departure time of a Covered Flight. This will be determined by the Authoritative Flight Data Source. All departure times are based on the local time at the departure airport.
- **"Delay Threshold"**
  The minimum Delay required to trigger the Benefit. This is **120** minutes.
- **"Eligible Cardholder (You/Your)"**

An individual holding a valid active card that is enrolled onto this Program, as notified by Your Issuing Bank.

- **“Registration Threshold”**
  The latest time by which a Covered Flight must be registered before its scheduled departure time. This is any time before the scheduled departure time.
- **“Travel Companions”**
  Where permitted, passengers travelling on the same Covered Flight as You and registered by You. This is limited to a maximum of **4** Travel Companions.

3. How the Program Works:

You must register Your, and any eligible Travel Companions’, Covered Flight before the Registration Threshold.

We monitor the Covered Flight using the official flight data provided by Our Authoritative Flight Data Source. If the Covered Flight is Delayed by the pre-established Delay Threshold, You and any Travel Companions will receive access by email to a Benefit under this Program.

You and any Travel Companions can use the Benefit at the departure airport if it is a participating airport and subject to availability. Please note, the participating airports are those within LoungeKey network, which can be viewed here

4. Program Eligibility Criteria:

This Program is for personal use only. To participate in the Program, You must:

- be an Eligible Cardholder at the time of registration;
- have a Covered Flight; and
- register the Covered Flight in accordance with Section 5 below.

5. Covered Flight Registration:

You must register the Covered Flight within the Registration Threshold on the program website, which will be provided to You by Your Issuing Bank.

Please note, Covered Flights are only eligible under the Program if: (i) the airline provides flight data to Our Authoritative Flight Data Source, and (ii) the departure airport is part of the LoungeKey network. You will not be able to register a flight unless it meets this criteria, and the program website will not allow You to register.

Important:

The name/s provided during the Covered Flight registration must match (i) the airline booking, and (ii) the name in the passports. We reserve the right to reject or invalidate registrations that do not meet these requirements.

6. LoungeKey Access:

Once the Covered Flight has been confirmed as Delayed by the Authoritative Flight Data Source, You and any Travel Companions will be provided access to a LoungeKey Pass.

A LoungeKey Pass will be issued to You and any applicable Travel Companions via the email address provided during registration. You must have access to a mobile device and internet to receive the Benefit at the point of Delay.

Only the named individuals in the registration confirmation email will receive the Benefit. The Benefit is valid only for one single use within the validity period specified on the LoungeKey Pass.

Access to the Benefits under LoungeKey are subject to availability, capacity and the rules and policies of the individual establishments within the LoungeKey network. By accessing the airport lounge, you agree to abide by the rules and policies of the airport lounge. The conditions of use for airport lounge access can be found here

You acknowledge that additional dining options and facilities available at the airport lounge, not specifically covered under LoungeKey, may be subject to additional charges. You will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

7. Exclusions:

No Benefit will be provided to You where:

- You do not hold a valid airline ticket for the registered flight;
- the Covered flight was cancelled;
- the Delay is not recorded by the Authoritative Flight Data Source;
- the registration is invalid, fraudulent, or unverifiable; and/or
- the names used in the flight registration do not match the names on the passports.

8. Notices:

You agree to receive communications electronically. All electronic communications satisfy legal requirements for written communication.

We are not responsible for failure to receive the Benefit due to an incorrect email address, spam filtering, lack of connectivity, or device issues.

9. Fraud, Misuse & Abuse:

The Program uses automated systems to detect misuse. Therefore, We may:

- deny the issuance of a Benefit;
- cancel flight registrations; and/or
- suspend or terminate participation in the Program

if we find that You or any Travel Companions have been fraudulent, misused or abused the Program.

Examples of misuse include but are not limited to: (i) providing false or misleading information; (ii) registering flights which You or any Travel Companions do not hold a valid ticket for; (iii) repeated or suspicious registration that are inconsistent with personal use; (iv) attempts to obtain multiple benefits for the same event; (v) coordinated or bulk abuse of the Program.

Serious cases may result in recovery of benefits paid and/ or reporting You or any Travel Companions to the relevant authorities. Please note this Sections applies to You and any Travel Companions as well.

10. Data Protection:

Any processing of personal data under these Terms is carried out in line with our Privacy Notice, which provides further details on such processing.

11. Non-Transferability:

The Program is personal to You. Benefits cannot be transferred, sold, or assigned; and registrations cannot be reassigned to another individual.

12. Liability:

If We fail to comply with these Terms, We shall only be liable for the issuance of replacement LoungeKey Pass voucher. Replacement LoungeKey Pass vouchers are non-refundable and cannot be exchanged for cash. For the avoidance of doubt, We shall not be liable to reimburse You, or any Travel Companions, for any out-of-pocket costs or expenses or lounge access costs incurred at the airport should You or any Travel Companions choose to access a lounge without a valid LoungeKey Pass provided under this Program. This shall be at Your own cost.

We will not be liable for losses that may result from Our failure to comply with these Terms and which may 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 these Terms excludes or limits Our 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; or

- any other matter for which it would be illegal for us to exclude or attempt to exclude Our liability.

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

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

You agree that You will defend and indemnify Collinson Insurance Services Limited and its affiliates and Our 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 this Benefit by You or Your Travel Companion, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

13. Changes to the Program:

We may update these Terms at any time. The latest version will be made available online and will apply to all future flight registrations.

We may transfer Our rights and obligations under these Terms to another organisation, but this will not affect Your rights or Our obligations under these Terms.

These Terms are between You and Us. No other person, including any Travel Companions, 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 in the Terms 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.

14. Governing Law:

These Terms are governed by English Law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

15. Customer Service:

If You have a complaint about any aspect of the Program, please contact Our Customer Service Team by phone or email. You can find the contact details on the Contact Us page on the program website.

Upon receiving a complaint, We will provide 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.

16. Additional Information:

Please also refer to Our **Frequently Asked Questions** section on Your Program website for more information about the Program.