

## THIS IS YOUR INSURANCE DOCUMENT – PLEASE READ IT CAREFULLY

This document details the terms of the contract of insurance between you and Great Lakes Reinsurance (UK) PLC.  
It is administered by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Valid only in respect  
of policies issued  
1/5/09 - 30/4/10



THIS IS YOUR INSURANCE  
DOCUMENT No:

**IFT/09**

Please keep it safely

## SCHEDULED AIRLINE FAILURE INSURANCE

### Validation of Cover

Cover is validated only when this document is issued in conjunction with a valid schedule stating details of the insured travellers, the period of cover, the travel details and the premium paid.

### Insured/Insured Person/You/Your

Any person resident in the United Kingdom named on the schedule.

### Insurer

Great Lakes Reinsurance (UK) PLC.

### We/Us/Our

FirstAssist Insurance Services Limited.

### Period of Insurance

The period shown in **your** schedule.

### Scheduled Airline

An airline that publishes a timetable and operates its service to a distinct schedule and sells to the public at large.

### Scheduled Flight

A flight forming part of the timetable operated by a scheduled airline.

### Option to Cancel

This is **your** insurance policy - please read it carefully to ensure that it meets **your** requirements. In the event that it does not, please return all of **your** documents within 14 days of receipt for a refund of **your** premium.

If during the first 14 days **you** ask **us** to perform or provide the services given under this policy then **we** are entitled to recover all costs **you** have used for the service provided, if **you** still decide to cancel within the 14 day period.

Please note that after the 14 day period, no refund of **your** premium will be considered.

### Claims

If you wish to notify us of a claim, please contact us quoting scheme No. '600'

Write to: Travel Insurance Claims  
P.O. Box 1037  
Oakleigh House  
14-16 Park Place  
Cardiff, CF11 1HU  
Telephone: 0845 072 0724

### COVER

#### What is covered

**We** will pay up to £1,500 in total for each **insured person** named on the schedule and airline ticket for:

1. Irrecoverable flight costs paid in advance in the event of insolvency of the **scheduled airline** not forming part of an inclusive holiday prior to departure; or
2. In the event of insolvency after departure:
  - a) costs incurred by the **insured person** in replacing that part of the flight arrangements to a similar standard to that originally booked; or
  - b) if abandonment of the holiday is unavoidable, the cost of return flights to the United Kingdom to a similar standard to that originally booked.

#### What is not covered

1. **Scheduled flights** not booked within the United Kingdom.
2. **Scheduled flights** not booked through a bonded travel agent or direct with a **scheduled airline**.
3. The financial failure of:
  - a) any **scheduled airline** which is insolvent at the date of issue of this insurance policy or booking.
  - b) any **scheduled airline** which is bonded or insured elsewhere (even if the bond is insufficient to meet the claims).
  - c) any travel agent, tour organiser, booking agent or consolidator with whom the **insured person** has booked a **scheduled flight**.
4. Costs which **you** can recover from elsewhere. For example, payments recoverable from **your** credit card issuer.

### INSOLVENCY

For the purposes of this Policy a **scheduled airline** shall be deemed to be insolvent when any of the following occurs in respect of such airline:

1. it is, or is deemed for the purposes of any law to be, unable to pay its debts (as they fall due) or declared insolvent;
2. it admits its inability to pay its debts as they fall due;
3. the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
4. it suspends making payments on any of its debts or announces an intention to do so; or
5. it has obtained bankruptcy protection in their jurisdiction such as filing for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code.

### Conditions

1. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such meaning wherever it may appear.
2. The **insured** shall at the time of effecting this insurance disclose any facts that could be material to this insurance.
3. On the happening of any event which may give rise to a claim the insured shall
  - a) give immediate written notice but in any event within 28 days of the date of the occurrence to Travel Insurance Claims
  - b) provide at the **insured's** expense such reports information and proof as may reasonably be required.
4. The **insured** is not at the time of taking out this insurance aware of any circumstances which are likely to result in a claim under this Policy.

5. If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the **insured** or anyone acting on their behalf to obtain benefit under this Policy all benefit shall be forfeited.
6. In the absence of **our** written agreement to the contrary this Policy shall be governed by the law applicable to **your** United Kingdom home address.
7. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

## COMPLAINTS PROCEDURE

**We** hope that **you** will be pleased with the service **we** provide. However, if **you** have a complaint about the service, please write to the

**Managing Director, Insure For Travel Ltd,  
Sussex Chambers, 5 Liverpool Terrace,  
Worthing, West Sussex BN11 1TA**

If you have a complaint about a claim, please write to

**The Claims Manager, Travel Insurance Claims,  
PO Box 1037, 14-16 Park Place, Cardiff CF11 1HU**

If **you** are still not satisfied, please write to the

**Customer Relations Office, FirstAssist Insurance Services Limited,  
1 Drake Circus, Plymouth PL1 1QH.**

Telephone: 0845 071 9069. Fax: 01752 258564.

If **you** are still not happy with the response **you** have received, **you** have the right to ask the Financial Ombudsman Service to review **your** case. **You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

**Financial Ombudsman Service, Insurance Division,  
South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

Tel: 0845 080 1800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

**Your** rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **you** are a private policyholder, a business with a group turnover of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

## DATA PROTECTION NOTICE

### How we protect your Personal Data

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about **yourself** and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

### The Data Controller

The Data Controller is FirstAssist Insurance Services Limited.

### Protection of your Personal Data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of **yourself** or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within the FirstAssist Group) or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

### Inaccurate Data

If **you** believe that **we** are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

### TELEPHONE CALLS

Please note that for our mutual protection telephone calls to FirstAssist may be monitored and/or recorded.

### FRAUD PREVENTION, DETECTION AND CLAIMS HISTORY

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;
  - help **us** make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
  - check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
  - undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

### FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

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**This insurance is underwritten by Great Lakes Reinsurance (UK) PLC.**

**This policy is administered by FirstAssist Insurance Services Limited, registered in England and Wales No. 04617110**

**Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU**

**Authorised and regulated by the Financial Services Authority**

**Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462.**

**Registered Office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.**

**Authorised and regulated by the Financial Services Authority**

You can check the above details on the Financial Services Authority Register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.