

## FWD FlyDelay Care Terms and Conditions

Please read these terms and conditions carefully before registering for the FWD FlyDelay Care service (the "Service").

### 1. Parties to Service

The Service is carried out on behalf of FWD Life Insurance Company (Bermuda) Limited (incorporated in Bermuda with limited liability) ("FWD") by Collinson Insurance Services Limited ("we/us/our"), 5th Floor, 3 More London Riverside, London SE1 2AQ United Kingdom 7BU. By entering into these terms and conditions, you agree that you are legally capable of entering into a binding contract and you are at least 18 years old. Customers under 18 years of age must be accompanied by an adult to gain access to participating lounges. You also agree with FWD's privacy policy found [here](#).

### 2. Eligibility

This Service is available to selected customers with FWD and its affiliate partners, who must possess a valid designated promotion code, email address and Hong Kong mobile number (the "eligible customer"). The expiry date of each designated promotion code may vary subject to the entitlement. You must register for the first flight on or before the expiry date and you can enjoy up to 15 flight registrations, for flights that you as the eligible customer are travelling on within one year after the first registration. In addition, the eligible customer is permitted to register up to one or three travel companions (subject to the entitlement of the designated promotion code) who are also travelling on the same flight.

To access this Service you must register your flight/s on the FWD FlyDelay Care website at the following address <https://fwdflydelaycare.smartdelay.com/fwdflydelaycare>. You can register at any time once a flight has been scheduled (typically up to 364 days in advance) and at least 24 hours prior to the flight's scheduled departure. You will become eligible for the Service if you register your flight accordingly.

You acknowledge that not all flights are eligible for registration. Service is provided at our discretion and only selected scheduled commercial flights are eligible for registration. Charter flights are not eligible for registration. Each leg of a multileg journey requires its own, separate flight registration, unless all legs of the journey share the same flight number. We reserve the right to request documentary proof up to our satisfaction from time to time including but not limited to request the eligible customer to prove he or she is in possession of a valid flight ticket for the flight he or she has registered.

### 3. How to use the Service

You will become eligible for the Service if you register your flight at least 24 hours before the scheduled departure. We reserve the right not to provide the Service if you fail to accurately register your details. The departure of your flight will be monitored by our flight tracking system. Subject to a successful prior registration, we will provide you with a lounge access voucher via email if our flight tracking system identifies that your flight is delayed by more than 60 minutes (the "Delay Threshold"). You will also receive an SMS to notify you of such emails. Access to the email account you provide at registration and the ability to display your lounge access voucher is a condition of use of the Service.

A delay which meets or exceeds the Delay Threshold can be announced as one single period of delay, or as a result of a consequence of multiple incremental shorter delays totalling the Delay Threshold.

We will rely solely on our flight tracking system to determine if you have become eligible for 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.

In the event of a qualifying travel delay, a lounge access voucher will be provided to your email address for you and up to one or three travel companions (subject to the entitlement of the designated promotion code) on the same flight travel. The lounge access voucher/s can only be used at the departure airport of your registered flight and will be valid for 24 hours from the time of issue.

FWD shall not provide any credit for any lounge access voucher/s not eventually utilized.

Only the named individuals who are travelling on the registered flight and who are detailed within the email confirmation will be eligible to receive the Service.

The Service and the designated promotion codes are for the eligible customer and owner's use only, and are non-refundable, non-exchangeable, non-transferable, non-resalable, non-redeemable for cash or credit alternatives, and cannot be used for any other commercial purposes.

You and your travel companion(s) (if applicable) expressly accept all conditions of use that are applicable to the Service ("Conditions of Use") provided by us. Our terms and conditions for lounge access can be found here: <https://loungefinder.loungekey.com/pass/conditions-of-use>.

Where applicable, by accessing the airport lounge, you and your travel companion(s) (if applicable) agree to abide by the rules and policies of the lounge.

You and your travel companion(s) (if applicable) acknowledge that additional dining options and business or conference facilities available to lounge guests may be subject to additional charges. You and your travel companion(s) (if applicable) will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

We reserve the right not to provide Service if you fail to accurately register your details or the details of your travel companion(s) (if applicable) or provide any documentary proof we required.

We reserve the right to remove your access or refrain you from accessing the Service without notice if we identify any missus, such as registering for flights you are not traveling on or registering for those travellers who you are not traveling with you.

#### **4. Price and Payment**

This Service is free. FWD reserves the right to amend the fee from time to time without prior notice.

#### **5. Liability**

If we fail to comply with these terms and conditions, we shall only be liable for the issuance of a participating lounge access replacement voucher. Replacement vouchers are non-refundable and cannot be exchanged for cash. We shall not be liable to reimburse you for any out of pocket costs or expenses or lounge access costs incurred by you at the airport should you choose to access the lounge at your and/or your travel companion(s) own cost.

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 and conditions 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 and conditions exclude or limit our liability for any 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 or services accessed through the participating lounges.

You agree that you will defend and indemnify 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 the Service by you, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

## **6. Term and Cancellation**

The term of these terms and conditions will end if the Service is revoked by us or FWD.

## **7. Notices**

You accept that communication with us will mainly be electronic. 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.

## **8. Right to Amend and Revoke These Terms and Conditions**

We have the right to amend or terminate these terms and conditions with immediate effect at any time without prior notification to you.

## **9. Customer Service**

If you have a complaint about any aspect of the Service, please contact:

Smartdelaysupport@collinsongroup.com

## **10. Other Important Terms**

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

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 and conditions 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 and conditions, 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.

If there is any conflict in meaning between the English language version of these terms and conditions and any version or translation of these terms and conditions, the English language version shall prevail.

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