

# Flight delay upon arrival, diversion and/or cancellation



## Insurance product Information Document

Company: battleface Underwriting Services SRL

Product: AirHelp Plus Insurance Policy

This sheet is for Your information only and gives You a brief overview of the essential contents of Your insurance. The complete information can be found in the Master Policy issued to AirHelp. Key terms are also defined within the Master Policy. To be fully informed, please read all documents.

### What is this type of insurance?

This is a Flight Delay upon arrival, diversion and/or cancellation Master Insurance Policy. It provides compensation for Covered Individuals in the event of delays, diversion and/or cancellation of Flights as detailed in the Evidence of Insurance issued to Covered Individuals. Cover is subject to the restrictions and exclusions contained below and as detailed in the Master Policy document.



#### What is insured?

This policy will pay out:

Option B2C\_AP100\_1 \* - a fixed sum of EUR 100 - on the outbound or return flight in the event of:

- ✓ cancellation of a booked flight within 28-days of its scheduled departure;
- ✓ diversion of a flight to a different airport other than the one initially scheduled; or
- ✓ a delayed flight by 3-hours or more upon arrival at the airport of the final destination.

\* one unit of cover

The Covered Individual may be offered additional units of cover as part of their AirHelp Plus subscription package during the period of their AirHelp Plus subscription.

Any unused cover units offered and taken during the subscribers' current AirHelp Plus subscription period cannot be carried forward into the next subscription period.

The contract covers flights scheduled to depart from or arrive at an official commercial airport with an IATA code.



#### What is not insured?

A full list of exclusions can be found in the policy document:

Flight delay, diversion or cancellation as a result of:

- ✗ Foreign war, civil war.
- ✗ Any weapon, nuclear or explosive device.
- ✗ Air traffic Disruption lasting longer than 07 days (strike, public demonstration, meteorological event).
- ✗ As a result of a public health emergency, pandemic or epidemic, including in particular the coronavirus (covid-19) and / or severe acute respiratory syndrome coronavirus 2 (sars-cov-2), and / or any mutation or variation thereof.
- ✗ Any Cyber Act or Cyber Incident.
- ✗ Missed connecting flight(s).
- ✗ Claims arising from any event (including actual or planned Strike or Industrial Action) which was common knowledge at the time You either booked Your trip or registered the trip on AirHelp Plus dashboard.
- ✗ Any flight travelling to or from Afghanistan, Belarus, Chechnya, Crimea, Cuba, Iran, North Korea, Russian Federation, Somalia, South Sudan, Sudan, Syria, Ukraine, Venezuela and Yemen.

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### Are there any restrictions on cover?

Only flights cancelled within 28-days of their booked departure date are covered under this policy.

Flights must be registered at least 48 hours before flight departure.



### Where am I covered?

For a flight of a regular or low-cost company whose schedules are published or for a flight of a charter company whose schedules are indicated on the flight ticket.



### What are my obligations?

All claims must be notified to us along with supporting evidence within 28 days of the flight delay or cancellation occurring.

You must provide us with proof of your flight booking and/or Property Irregularity Report in support of your claim.



### When and how do I pay?

Cover is included as part of your AirHelp plus subscription.



### When does the cover start and end?

Cover starts on the Effective Date of Your Flight and ends on the arrival at the final airport for Your Journey.



### How do I cancel the contract?

You have no cancellation rights under the Master Policy as it is included as part of Your AirHelp Plus Subscription.

If You do not wish to include this cover as part of Your AirHelp Plus Subscription, please contact AirHelp at:

AirHelp Germany  
Warschauer Platz 11-13,  
10245 Berlin,  
Germany

Live Chat: [airhlp.co/livechat](https://airhlp.co/livechat)  
e: [plus@airhelp.com](mailto:plus@airhelp.com)

Flight Delay Upon Arrival, Diversion and/or  
Cancellation Evidence of Insurance



The relevant terms of coverage provided under the master policy are set out in the master policy document.

A. Master Certificate Number: AHPLUS 100010424

Evidence of insurance Number: B2C\_AP100\_1

B. Master Policyholder: AirHelp Germany

Business of master policyholder: Promotes and enforces air passenger rights in cases of flight disruptions globally

Address: Warschauer Platz 11-13, 10245 Berlin, Germany

C. Covered Individuals:

Each person in receipt of a valid AirHelp Plus subscription issued by the master policyholder and who is eligible to be covered under this master policy and whose details have been provided to us by the master policyholder.

D. Policy Cover: B2C\_AP100\_1

E. Purchase date of Master Policy: 11th March 2024

F. Period of Insurance:

For bookings made from 01st April 2024 to 31st March 2025 with all travel having been completed no later than 36 months from the master policy issue date.

G. Insurer:

This Master Policy is underwritten by battleface Underwriting Services SRL on behalf of Eir Försäkring AB.

The Master Policy is a legal contract between the Master Policyholder and Eir Försäkring AB (herein referenced as "We, Us Our, Underwriters").

This Master Policy is issued by battleface Underwriting Services SRL on behalf of Eir Försäkring AB.

This master policy is not subject to U.S. jurisdiction.

The Underwriters agree to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the master policy.

The Master Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Master Policyholder on the master Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.

The Underwriters hereby insure all persons whose application has been accepted by Our administrator on behalf of the Company, subject to all the exclusions, limitations and provisions set forth in this Policy.

Cover is afforded only with respect to the Covered Individuals, the cover, the amounts, and the limits specified in the evidence of insurance issued to the Covered Individuals, for which premium has been paid.

These General Terms and Conditions describe the guarantees, exclusions and obligations of the Insured under the insurance contract between:

#### THE INSURER/WE/US/OUR:

Eir Försäkring AB referred to as “ We/Us/Our ”in this contract.

#### MASTER POLICYHOLDER:

AirHelp Germany with its registered address at Warschauer Platz 11-13, 10245 Berlin, Germany.

The company having purchased this Master Policy, undertakes to pay the premium in consideration for the coverage.

#### THE INSURED/COVERED INDIVIDUAL:

The Policyholder and / or the person(s) having purchased a valid AirHelp Plus subscription in consideration for a subscription fee and traveling on eligible flights as designated in the Evidence of Insurance, sometimes referred to as “You” in this contract.

#### ELIGIBILITY:

**AirPayout** allows qualifying members to receive money, regardless of whether they obtain any amounts through the Compensation Service, when their flight has been delayed or cancelled as described in the insurance policy which can be downloaded from the AirHelp Plus dashboard.

For more details check the AirPayout page [www.airhelp.com/en/airpayout/](https://www.airhelp.com/en/airpayout/). Further details can be found in the purchase confirmation email which is sent to you upon becoming an AirHelp Plus Member.

In order for AirPayout Additional Protection to be valid you must:

Register each trip in the AirHelp Plus dashboard at least 48 hours before the scheduled departure time of the first flight in that trip.

When requested, provide proof of a valid booking reference number, passenger name record (PNR), or e-ticket with the name of the AirHelp Plus member on it.

If you fail to do so you will not benefit from this Additional Protection.

Please note if the flight has been cancelled by the Covered Individual this insurance will not be valid.

**CAUTION: by subscribing to the Flight Delay upon Arrival, Diversion and/or Cancellation contract, the Covered individual accepts that the Evidence of Insurance and any accompanying policy documents will be sent to the Covered Individual electronically.**

## General information

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battleface Underwriting Services SRL acts under a partnership agreement with Eir Försäkring AB in performing its duties as a mandated underwriter.

Eir Försäkring AB is a designated activity company registered in Sweden under registered number 484148 and registered address at org.nr 550116, BOX 3132 103 62 Stockholm. Eir Försäkring AB stands under the supervision of Finansinspektionen, the Swedish Financial Supervisory Authority.

The tax number of Eir Försäkring AB at the Federal Central Tax Office in Germany is 817/V20000066229.

AirHelp is authorised to distribute Evidences of Insurance from the Master Policy to customers covered under the AirHelp Plus ‘Flight Delay upon Arrival, Diversion and/or Cancellation and Luggage Delay/Loss upon Arrival’ cover.

The 'Flight Delay upon Arrival, Diversion and/or Cancellation and Luggage Delay/Loss upon Arrival' Master insurance contract (the Master Policy) consists of:

- these General Terms and Conditions (the Master Policy Wording);
- the Evidence of Insurance which is provided when You subscribe (also called policy schedule); and
- any customer notices, appendices and / or addendums thereto.

## Article 1: subject matter of the contract

The insurance contract is intended to compensate the Covered Individual in case of:

- Cancellation of their booked flight by the airline within the 28 days before its scheduled departure;
- Diversion of their flight to a different airport other than the one initially scheduled; or
- a Delayed flight by 3 hours or more upon Arrival at the airport of the final destination.

The insurance covers flights (referenced by a specific flight number) corresponding either to the outbound flights, the return flights, or the covered journey and is materialised as a monetary compensation of the amount specified in this policy.

PLEASE NOTE: The Policy does not cover claims arising from any event (including actual or planned Strike or Industrial Action) which was common knowledge at the time You either booked Your trip or registered the trip on AirHelp Plus dashboard.

## Article 2: description of the guarantee

### Cover option B2C\_AP100\_1 - Flight Disruption - outbound or return flight

EUR100 per Covered Individual = one unit of cover

This cover is valid for AirHelp Plus subscription members only:

- for a flight of a regular or low-cost company whose schedules are published;
- for a flight of a charter company whose schedules are indicated on the flight ticket.

The Delay of a flight upon Arrival is defined as the difference between:

- the time of Arrival initially planned as indicated on the flight ticket; and
- the actual Arrival time at the landing gate.

**The Covered Individual will be offered units of cover as part of their AirHelp Plus subscription package during the period of their AirHelp Plus subscription**

**Any unused cover units offered and taken during the subscribers' current AirHelp Plus subscription period cannot be carried forward into the next subscription period.**

## Article 3: in the event of a claim

In the event a Covered Individual's flight meets the criteria set out in Articles 1 and 2 above, they must provide us with proof of their flight booking in support of their claim no later than 28 days after the flight delay or cancellation occurring. The amount of the claim will be credited directly to their nominated bank account.

If You have any questions about Your claim, please contact us at:

### **battleface Underwriting Services SRL**

Avenue Des Arts 6 - 9,  
1210 Saint-Josse-ten-noode,  
Brussels, Belgium

**e: [europe@battleface.com](mailto:europe@battleface.com)**

## Fraudulent Claims

If any claim submitted under this Policy by the Insured or an Insured Person or by any person acting on behalf of the Insured or an Insured Person shall in any respect be through concealment, misstatement or deliberative provision of false information, We shall be under no liability to make payment in respect of such claim and the Insured or Insured Person must pay back any benefit that We have already paid that was subject to the concealment, misstatement or deliberate provision of false information within 30 days of the Underwriter's request for the payment of such monies.

In this event We will cancel this Policy and not refund any premiums.

## Article 4: exclusions common to all guarantees

Besides the specific exclusions of each guarantee, We never insure the consequences of the following circumstances and events:

- damages resulting from foreign war, civil war;
- damage, or aggravation of damage caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus or by any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation, and which engages the exclusive responsibility of 'an operator of a nuclear installation;
- events (strike, public demonstration, meteorological event), which might disrupt air traffic from the 8th day of the event knowing that the first 7 days will be compensated;
- cancellation of a pre booked scheduled flight which is cancelled more than 28 days before the scheduled flight is due to depart;
- missed connecting flight(s);
- damage resulting from a declaration of a health emergency, including a Pandemic or epidemic, including in particular the coronavirus (covid-19) and/or severe acute respiratory syndrome coronavirus 2 (sars-cov-2), and/or any mutation or variation thereof;
- any loss, damage, liability, cost or expense caused by a Cyber Act or Cyber Incident.

## Article 5: effective date of the contract

Subject to payment of the corresponding premium, this contract is concluded and is effective on the date of purchase and delivery to the Master Policyholder of the Insurance Certificate and these General Terms and Conditions.

## Article 6: other insurances

If, at the time of making a claim there is any other policy covering the same risk We are entitled to contact that insurer for a contribution. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy.

## Article 7: dispute and complaints

Any complaint should be addressed to:

### Complaint Manager

Eir Försäkring AB  
BOX 3132  
103 62 Stockholm

e: [klagomal@eirforsakring.se](mailto:klagomal@eirforsakring.se)

your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 6 (six) weeks of the complaint being made.

You may refer your complaint to the Federal Financial Supervisory Authority (BaFin) in Germany without first contacting the party identified above, or at any time after you have made your complaint. The contact details are as follows:

#### **Federal Financial Supervisory Authority (BaFin)**

Graurheindorfer Strasse 108

53117 Bonn

Germany

**t:** 0800 2 100 500 (from inside Germany)

**t:** +49 (0)228 41080

**e:** [poststelle@bafin.de](mailto:poststelle@bafin.de)

**w:** [www.bafin.de/EN/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden\\_node\\_en.html](http://www.bafin.de/EN/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden_node_en.html)

If You purchased this contract online, You may also make a complaint via the EU's online dispute resolution (ODR) platform. Upon receipt of Your complaint the ODR will escalate the complaint to Your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

The complaints handling arrangements above are without prejudice to Your right to commence a legal action or an alternative dispute resolution proceeding in accordance with Your contractual rights.

## **Article 8: liability**

Liability of the Insured:

The liability of the Covered individual is to ensure that they follow the information relating to their flight, in particular in the event of changes in departure times and/or departure gate, terminal or airport of departure.

## **Article 9: statute of limitations**

The limitation period is the time beyond which it is no longer possible, both for the Insured and for the Insurer, to bring a legal action finding its cause in the conclusion or execution of this contract.

In accordance with the provisions of section 11 of the Statute of Limitations 1957, any action concerning the contract and emanating from the Insured or the Insurer may only be exercised for a period of 6 years from the last date on which a cause of action accrued.

However, this period only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day on which the Insurer became aware of it;
- in the event of a disaster, from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, the limitation period runs only from the day on which that third party brought legal action against the Insured or was compensated by the latter.

This period is interrupted by one of the ordinary causes of interruption of the statute of limitations consisting of:

- any legal claim even in summary proceedings, even brought before an incompetent court;
- any act of forced execution or any protective measure taken in application of the code of civil execution procedures;



- any recognition by Us of Your right to guarantee; or
- any acknowledgment of debt on Your part towards Us.

It is also interrupted by:

- the appointment of experts following a disaster;
- sending a registered letter with acknowledgment of receipt sent by:
  - i. Us with regard to the action for payment of the subscription;
  - ii. You regarding the settlement of the indemnity.

The parties to the insurance contract may not, even by mutual agreement, modify the duration of the statute of limitations, or add to the causes of suspension or interruption thereof.

## Article 10: supervisory authority

Eir Försäkring AB stands under the supervision of Finansinspektionen:

**The Swedish Financial Supervisory Authority.**

Finansinspektionen,

Box 7821, 103 97 Stockholm, Sweden.

## Article 11: applicable law - language used

It is agreed that this Insurance shall be governed exclusively by the law and practice of Sweden, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Sweden

Eir Försäkring AB hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

Eir Försäkring AB, BOX 3132, 103 62 Stockholm

**e:** info@eirforsakring.se

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

## Article 12: definitions

### COMPUTER SYSTEM

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured, Insured Person or any other party.

### CYBER ACT

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### CYBER INCIDENT

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**FLIGHT DELAY**

A flight delay is when an airline flight lands at its destination later than its scheduled time.

**FLIGHT TICKET**

A travel document held by a traveller that is required to board an airplane. It is an authorisation that one buys to be able to travel, which has contractual value (thanks to this ticket, the traveller is insured by the Warsaw Convention).

**FLIGHT CANCELLATION**

An event beyond the control of the Covered individual, leading the airline to cancel the planned flight.

**FLIGHT DIVERSION**

An event beyond the control of the Covered Individual, leading the planned flight to unexpectedly adjust its flight itinerary and land at a different airport than the one indicated in the original flight itinerary.

**GENERAL DATA PROTECTION REGULATION (GDPR)**

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

**PREMIUM (OR INSURANCE PREMIUM)**

The sum that AirHelp has paid in return for the guarantee to which the Covered Individual is subscribed.

**METEOROLOGICAL EVENT**

Severe and unpredictable climatic events of natural origin and of great magnitude.

**STRIKE**

Temporary and collective stoppage of work aimed at signifying dissatisfaction.

**PANDEMIC**

Epidemic that affects a large number of people in a very large geographical area

**Article 16: sanctions clause****SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Underwritten by

**battleface Underwriting Services SRL**

Avenue des Arts 6  
1210 Brussels,  
Belgium

**t:** +32 460 259 161

**e:** [europa@battleface.com](mailto:europa@battleface.com)



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