

# FlySmart Flight Delay Cover

Policy Wording

CHUBB®

# FlySmart Flight Delay Cover

## Part 1 Interpretation

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In this Policy, unless otherwise defined or the context otherwise requires:

**Actual Departure Time** means the time the aircraft departs from its scheduled origin airport's departure gate as determined by FlightStats at <https://www.flightstats.com/> or any 3rd party provider chosen by Us.

**Benefit(s)** means the respective benefit, as stated in the Policy, payable by Us under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.

**Biological Agent** means any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

**Certificate of Insurance** means the document We send You which evidences the cover provided to You by Us and which is incorporated and forms part of this Policy.

**Chemical Agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Covered Flight** means the scheduled flight listed in the Certificate of Insurance for which You have a valid ticket.

**Delay or Delayed** means the time between the Actual Departure Time and Scheduled Departure Time.

**Effective Date** means the commencement date of the Period of Insurance.

**Insured Person(s)** means the person(s) named in the Certificate of Insurance who satisfy the eligibility requirements and with respect to premium that has been paid or agreed to be paid.

**Journey** means an Overseas trip made during the Period of Insurance by You commencing from Singapore and which shall be deemed to commence:

- (a) at the time You leave Your place of residence or usual place of employment in Singapore to go directly to the departure point; or
- (b) three (3) hours before the scheduled departure time of the Public Conveyance in which You have arranged to travel, whichever is later,

and shall be deemed to cease:

- (a) at the time You return to Your place of residence or usual place of employment in Singapore;
- (b) three (3) hours after the scheduled arrival time of the Public Conveyance in which You have arranged to travel; or
- (c) the date on which the Policy is terminated, whichever is the earliest.

**Natural Disasters** mean extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornadoes), naturally occurring wildfires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned above.

**Nominated Account** means the credit card account or designated account, which is not a Medisave account.

**Nuclear, Chemical or Biological Terrorism** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Period of Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Overseas** mean anywhere outside Singapore, excluding Cuba.

**Period of Insurance** means the period during which the coverage under this Policy is effective, as stated in the Certificate of Insurance.

**Policy** means Your Policy Wording and Certificate of Insurance describing the insurance contract between You and Us.

**Policy Wording** means this document.

**Public Conveyance** means any land, sea or air conveyance operated under a licence for the transportation of fare paying passengers, and which has fixed and established routes only.

**Riot** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

**Scheduled Departure Time** means the departure gate time when You are scheduled to depart on a Journey as set out in Your travel ticket.

**Singapore Resident** means Singapore Citizen, Singapore Permanent Resident, a holder of a valid Work Permit, Employment Pass, Dependant's Pass, Long-Term Visit Pass, S Pass or Student Pass issued by the authorities in Singapore.

**Strike** means organised industrial action or any temporary stoppage of work by the concerted action of the Public Conveyance's employees as a result of an industrial or labour dispute.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We, Our, Us, Company** means Chubb Insurance Singapore Limited.

**You, Your** means the Insured Person(s) named in the Certificate of Insurance.

## **Part 2 Eligibility**

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To be eligible for cover under this Policy, You must:

- (a) be a Singapore Resident and at least one (1) month old and above on the Effective Date of this Policy; and
- (b) have a TravellerShield Plus travel insurance in-force covering the Journey.

## **Part 3 Scope and Limits of Cover and Benefits**

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### **Section 1 - Scope of Coverage**

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Your Covered Flight departing from Singapore Changi Airport.

### **Section 2 - Commencement of Coverage**

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Your cover is effective upon the issuance of the Certificate of Insurance.

### **Section 3 - Limits of Coverage**

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Cover under Your Policy shall terminate on the earliest of the following events:

- (a) upon the expiry of the Period of Insurance;
- (b) when You cease to satisfy any of the eligibility requirements;
- (c) when Your Covered Flight is cancelled or departed; or
- (d) when the Flight Delay Benefit is fully paid out.

## Part 4 Benefits

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### Flight Delay

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If Your Covered Flight is Delayed, We will provide You the Benefit as specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

If Your Covered Flight is Delayed and subsequently cancelled, We will pay You the maximum Benefit as specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

#### Additional Condition

This Policy must be purchased before You became aware of any circumstance which could lead to disruption of Your Journey and twenty-four (24) hours before Your Covered Flight's Scheduled Departure Time.

#### Additional Exclusions

In addition to Part 5 - General Exclusions, We will not pay under Flight Delay Benefit for any of the following:

- (a) Your failure to check-in for your Covered Flight according to the itinerary supplied to You;
- (b) Strike or industrial action existing on the date You applied for cover under this Policy;
- (c) Your late arrival at the airport or port after check-in or boarding time;
- (d) Your Covered Flight departs from any airport other than Singapore Changi Airport;
- (e) Any claim due to any regulations or orders given by the government or relevant authority of any country or group of countries on border closures of a country (whether land, sea, airspace or designated border control points);
- (f) Your Covered Flight is cancelled without any Delay.

## Part 5 General Exclusions

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### Common Exclusions

We will not pay for claims arising directly or indirectly from:

- (a) any person who is not a Singapore Resident;
- (b) any prohibition, regulation or intervention by government authorities;
- (c) insolvency of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider;
- (d) any loss of enjoyment or any financial loss not specifically covered under this Policy.

### Conduct and Activity Exclusions

We will not pay for claims arising directly or indirectly from:

- (a) any wilful or intentional acts by You whether sane or insane, self-inflicted injury, suicide pacts or agreements or any attempts thereat, provoked homicide or assault;
- (b) illegal acts (or omissions) by You or Your executors, administrators, legal heirs or personal representatives;
- (c) loss resulting directly or indirectly from action taken by the government authorities including confiscation, seizure, destruction and restriction;
- (d) air travel other than as a fare-paying passenger on a fully licensed passenger carrying aircraft operated by an airline for the regular transportation of passengers.

### Event Exclusions

We will not pay for claims arising directly or indirectly from:

- (a) declared or undeclared War or any act of War, invasion, foreign enemy, Civil War, rebellion, revolution, insurrection, military or usurped power;
- (b) any nuclear reaction or contamination, ionising rays or radioactivity;

- (c) any Nuclear, Chemical or Biological Terrorism;
- (d) any known event/foreseen circumstance in relation to actual or threatened Riot, Strike, Civil Commotion or impending Natural Disasters, that were publicised or reported by the media or where a travel advisory has been issued by the Ministry of Foreign Affairs of Singapore or the Ministry of Health of Singapore, or a national or international body or agency before the Policy was issued.

### **Sanction Exclusions Applicable to this Policy**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance Singapore Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Singapore Limited is subject to certain US laws and regulations in addition to EU, UN and Singapore sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

## **Part 6 General Conditions**

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### **1. Cancellation**

We will not refund the premium once the Certificate of Insurance is issued unless Your Covered Flight is outright cancelled without any Delay prior to Your Journey, then We will refund You the premium paid.

### **2. Coverage Validity**

You will not be covered under this Policy if You live outside of Singapore for more than one hundred and eighty-two (182) days in the twelve (12) month period following the Policy Effective Date.

### **3. Payment Before Cover Warranty**

The total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was purchased) on or before the Policy Effective Date. Otherwise, there will be no cover under this Policy and no Benefits shall be payable by Us.

### **4. Entire Contract**

This Policy, the Certificate of Insurance and any amendments or endorsements shall constitute the entire contract of insurance. No change to the terms and conditions of this Policy shall be valid unless approved in writing by Our authorised representative and such approval shall be endorsed hereon or attached hereto. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

### **5. Duty of Disclosure**

You must fully and faithfully disclose all facts which You know or should know. Otherwise, the Policy may be void.

The insurance cover under this Policy is based on the information submitted by You to Us in the application form. If You provided Us with any information that is incorrect, please notify Us immediately, otherwise You may receive no Benefit in the event of a valid claim.

If the information which You subsequently provide Us differs materially from the information set out in the application form, We may offer cover on different terms or decline it altogether.

If We do not hear from You within fourteen (14) days from the date of issue of this Policy, We will take it that the information is complete and correct.

### **6. Legal Action**

No action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the provisions of this Policy.

### **7. Consequences of Breach of Duty, Fraud or Misrepresentation**

We may refuse to pay a claim either in whole or in part, if You:

- (a) breach the duty of disclosure;

- (b) make a misrepresentation to Us before or at the time Your Policy was entered into;
- (c) breach a provision of Your Policy;
- (d) make a fraudulent claim under any policy of insurance; and/or
- (e) engage in any act or omission which under Your Policy You are required to notify Us of, but You failed to do so.

**8. Due Diligence**

You will exercise due diligence and precaution in doing all things to avoid or reduce any loss under this Policy.

**9. Claims Procedure**

For claims payable under this Policy in respect of Your Covered Flight(s), We:

- (a) will automatically validate whether Your Covered Flight(s) has been cancelled, diverted or Delayed by using data from <https://www.flightstats.com/>;
- (b) may ask for proof that You were a valid ticket holding passenger on Your Covered Flight(s). Such proof may include a valid boarding pass or flight itinerary;
- (c) will instruct payment of the Benefit amount stated in Your Certificate of Insurance. This payment will be made to Your Nominated Account.

**10. Payment of Claims**

Any Benefits payable under this Policy shall be paid to You or Your estate in the event of Your death. The receipt of any benefit payable under this Policy by You shall in all cases be deemed final and complete discharge of all Our liability in respect of such Benefit. Payment of claims will be paid to your Nominated Account unless otherwise approved by Us.

**11. Right of Recovery**

In the event a fraudulent claim is made by You or otherwise, and authorisation of payment and/or payment is made by Us or Chubb Assistance or an authorised representative of Chubb Assistance for a claim where there is no cover under this Policy due to fraud or otherwise, We or Chubb Assistance or an authorised representative of Chubb Assistance reserves the right to recover from You or Your estate the full sum which We or Chubb Assistance or an authorised representative of Chubb Assistance had paid or had committed to on Your behalf.

**12. No Multiple Policies**

You can only be covered under one (1) FlySmart Flight Delay Cover underwritten by Us for the same Journey.

**13. Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

**14. Subrogation**

In the event of any payment made by Us under one (1) or more sections of this Policy, We will be subrogated to all Your rights of recovery against any person or organisation. You shall provide Us with reasonable assistance including but not limited to, executing and delivering any instruments and/or documents. You shall take no actions which may prejudice Our subrogation rights.

**15. Notice of Trust or Assignment and Third Party Rights**

We shall not be bounded or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 (as amended or replaced) to enforce any of its terms.

**16. Dispute**

Any disputes You have with Us arising out of or in connection with the coverage available under this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDREC) for adjudication. Any determination by FIDREC in respect of any dispute shall be final and binding on You and Us.

If any dispute or disagreement cannot be referred to or resolved by FIDREC, the dispute or disagreement must be referred to and finally resolved by arbitration under the Arbitration Act (Chapter 10) and any statutory modification or re-enactment thereof then in force, and administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, the Tribunal shall consist of one (1) arbitrator, and the language of the arbitration shall be English. In no case shall You seek to recover on Your Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of Your Policy.

#### **17. Governing Law**

Your Policy is governed by the laws of Singapore.

#### **18. Interest**

No amounts payable by Us under this Policy shall carry interest.

#### **19. Currency**

All payments by You to Us and by Us to You or someone else under Your Policy must be in Singapore currency.

#### **20. Clerical Error**

A clerical error by Us will not make an invalid insurance policy valid, nor a valid insurance policy invalid.

#### **21. Personal Data Protection Consent**

You are deemed to give consent and authorisation to Us to collect, use, disclose, and/or process Your personal data or information supplied to Us without further notification to You confidentially with Our affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for the purposes stated in Chubb’s Purpose Statement, including administering policies taken out with Us, handling claims and customer services. Copies of Our Purpose Statement and Data Protection Policy can be found at [www.chubb.com/sg-privacy](http://www.chubb.com/sg-privacy) and You are deemed to have read the same.

If You have consented for Us to contact You in order to perform marketing related activities, please be advised that You can withdraw Your consent by writing to Us to notify Us of Your instruction. Upon Your written request, We shall, without charge, cease to use Your personal information for purposes other than those directly related to Your Policy.

You may write to Our Data Protection Officer at 138 Market Street #11-01 CapitaGreen Singapore 048946 for any request to withdraw Your consent, access to and/or correction of any information supplied to Us and We may reserve the right to charge a reasonable fee to offset the administrative costs in complying with access requests.

#### **22. Policy Owners’ Protection Scheme**

Your Policy is protected under the Policy Owners’ Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (“SDIC”). Coverage for Your Policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Us or visit the General Insurance Association or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

#### **23. Modification**

We reserve the right to modify the terms and conditions of Your Policy within the Period of Insurance by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the Effective Date as stated in Our written notice to Your address or email address on file.

No modification of Your Policy shall be valid unless approved in writing by Our authorised representative, and such approval shall be evidenced by way of an endorsement to Your Policy issued by Us. No broker or agent has the authority to modify or to waive any of the terms and conditions of Your Policy.

#### **24. Awareness of Circumstances**

At the time of effecting this Policy, You must not be aware or ought to know of any circumstances, facts or risks related to Your Journey which may give rise to a claim under this Policy. In such case, no claim will be payable.

## About Chubb in Singapore

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Chubb is a world leader in insurance. Chubb Insurance Singapore Limited, via acquisitions by its predecessor companies, has been present in Singapore since 1948. Chubb in Singapore provides underwriting and risk management expertise for all major classes of general insurance. The company's product offerings include Financial Lines, Casualty, Property, Marine, Industry Practices as well as Group insurance solutions for large corporates, multinationals, small and medium-sized businesses. In addition, to meet the evolving needs of consumers, it also offers a suite of tailored Accident & Health and Personal & Specialty insurance options through a multitude of distribution channels including bancassurance, independent distribution partners and affinity partnerships.

Over the years, Chubb in Singapore has established strong client relationships by delivering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at [www.chubb.com/sg](http://www.chubb.com/sg).

## Contact Us

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