Flight Disruption Assist – Terms & Conditions

Introduction

Flight Disruption Assist (the "**Service**") is provided by Airlegit, a company incorporated in the State of New Jersey, USA, together with its affiliates ("**Airlegit**", "**we**", "**us**"). The Service may be offered to you directly or through the website, app or booking flow of an airline, travel agency or other partner (each, a "**Partner**").

These Flight Disruption Assist Terms and Conditions (the "**Service Terms**") apply together with Airlegit's Privacy Policy. By purchasing the Service, you (the "**Purchaser**" or "**you**") agree to all three. Your use of a Partner's website or app remains subject to that Partner's own terms, privacy policy and conditions of carriage.

THE SERVICE IS NOT INSURANCE. Flight Disruption Assist is a flight-monitoring, rebooking and assistance service. It is not an offer of insurance, is not an insurance contract and does not replace any travel insurance you have or could obtain. See Section 15.

1. Purchase and Price

1.1 **Price.** The Service is a service fee charged **per traveler, per direction**. The price shown at checkout (for example, $19.00 per person, per direction) applies to each traveler and each direction you select. A round trip for two travelers is therefore four Service purchases.

1.2 **When to buy.** The Service must be purchased together with your flight booking [or within the post-booking window shown in the Partner's Manage Booking pages]. It cannot be purchased once any flight in the covered direction has already been delayed or cancelled.

1.3 **Service fee refunds.** If you receive a Segment Refund under Section 8, Airlegit will also refund the Service fee paid for the affected traveler and direction, up to a maximum of **$35 (USD)**. In all other cases, including where you cancel your booking, do not travel or use only the replacement flight or lounge benefits, the Service fee is non-refundable, except as set out in Section 13A.5 (Catastrophe Events and Service Suspension) or where a refund is required by applicable law.

1.4 **Right to decline.** Airlegit may decline to sell the Service for any lawful reason. The Service is available only on eligible bookings.

2. Who Is Covered

2.1 The Service covers only the travelers and directions for which it was purchased and paid, as named on the booking at the time of purchase.

2.2 Each covered traveler is entitled to the benefits in Sections 6 to 8 individually, including the separate $1,000 limit in Section 7.

2.3 Where several travelers are on one booking, the person who made the booking may choose and confirm options for all covered travelers on that booking, unless a traveler contacts us separately before an option is confirmed.

3. Key Definitions

- **Covered Flight:** each flight segment in a direction for which the Service was purchased, including each segment of a connecting itinerary.
- **Segment:** one flight from takeoff to landing under a single flight number. A connecting itinerary has one Segment per flight.
- **Day of Travel:** the calendar day of a Covered Flight's scheduled departure, from 00:00 to 23:59 local time at the departure airport.
- **Monitoring Window:** the Day of Travel for each Covered Flight.
- **Delay:** the time between the scheduled departure time on your booking and the time the aircraft actually departs the gate (pushback), measured as set out in Section 4.3.
- **Cancellation:** the operating airline cancels a Covered Flight.
- **Disruption:** a Delay or Cancellation that occurs, or is first announced, on the Day of Travel and meets the thresholds in Sections 6 and 7.
- **Ticket Price:** the total amount paid for the flight ticket, including base fare and government taxes, but excluding all fees, such as the Service fee, change fees, seat, baggage, booking and agency fees.
- **Original Booking:** the flight reservation for which the Service was purchased.

4. Eligible Disruptions

4.1 **Timing.** Coverage applies only on the Day of Travel. A Delay or Cancellation is eligible only if it occurs, or the airline first announces it, on the Day of Travel of the affected Covered Flight. Schedule changes or cancellations announced before the Day of Travel are handled under the airline's own policies and Section 10.

4.2 **Reasons.** The Disruption must result from a cause outside your control. Causes fall into two groups:

- **Fully covered causes.** These qualify for all benefits in Sections 6 to 8. They include, but are not limited to, airline operational, mechanical, crew or IT issues, weather, air traffic control restrictions, airport operations, labour strikes and routine airspace restrictions (such as air traffic flow limits or temporary route closures).
- **Catastrophe Events.** War, armed attacks, terrorism, civil unrest, declared epidemics or pandemics, and government emergency orders closing an airport or airspace are Catastrophe Events, as defined in Section 13A.5. They are not eligible for lounge access, a replacement flight or a Segment Refund. Instead, the Service is suspended and your Service fee is refunded in full under Section 13A.5.

4.3 **How Delays are measured.** A Delay is measured from the scheduled departure time on your booking to the actual gate departure time (when the aircraft pushes back or leaves the gate). Time spent waiting on board after leaving the gate, taxiing or holding before takeoff does not count. If you and Airlegit disagree about whether a Disruption occurred or how long a Delay lasted, Airlegit will obtain from the operating airline its official records for the disrupted flight, including the flight history, the actual flight

path, and the actual departure and arrival times. Those airline records will be used to resolve the dispute and are final and binding. Airlegit will share these records with you on request, so you can see the evidence used to decide your claim. Airlegit determines the cause of a Disruption using airline notices and acts reasonably and in good faith.

5. Exclusions

The Service does not apply, and no benefit is provided, where:

1. you voluntarily cancel or change the Covered Flight before departure, except as set out in Section 10;
2. you do not check in, clear security or reach the gate on time for your original flight for reasons within your control, or are denied boarding for missing or invalid travel documents, health requirements, conduct or failure to follow airline rules;
3. the Delay or Cancellation existed or had been announced before you purchased the Service;
4. you have already accepted a refund, credit or compensation from the airline for the same Covered Flight in place of travelling;
5. travel to the destination is legally impossible for you personally, for example because you are refused entry, are subject to sanctions or a government travel ban, or the destination country's borders are closed to you. A government emergency order closing an airport or airspace is not an exclusion under this item; it is a Catastrophe Event and is handled under Section 13A.5; or
6. you rebook, cancel or change your travel directly with the airline after a Disruption without first choosing an option through Airlegit, unless Airlegit agrees otherwise in writing.

Benefits at a Glance

Benefit	When it applies	Limit per covered traveler
Airport lounge access (Section 6)	Delay of more than 1 hour	One lounge visit per Disruption, or a $35 Uber Eats or Uber ride voucher if no lounge is available
Replacement flight on any airline (Section 7)	Delay of 3 hours or more, or a Cancellation	Up to $1,000 (USD), including taxes and fees
Segment Refund, keep original booking (Section 8)	Same as Section 7, if none of the replacement flights suit you	Ticket Price ÷ number of Segments on the ticket, for each Eligible Segment only, up to $1,000 per Segment, plus the Service fee up to $35. Not available in Catastrophe Events; Service fee refunded instead (Section 13A.5)

6. Airport Lounge Access

6.1 If a Covered Flight has a Delay of more than one (1) hour, Airlegit will offer each covered traveler access to an airport lounge at the departure airport, delivered as a digital pass or voucher.

6.2 Lounge access is subject to the lounge's own rules, opening hours, capacity and admission policies, including any limits on children or guests. Airlegit does not guarantee entry to a particular lounge.

6.3 If no participating lounge is open or accessible, Airlegit will instead issue each covered traveler a digital voucher worth $35 (USD) for Uber Eats food delivery or an Uber ride. The voucher is subject to Uber's terms, cannot be exchanged for cash and expires on the date stated on it. Lounge access and vouchers have no cash value and are not refunded if unused.

6.4 Lounge access does not limit your other benefits. If the Delay later reaches 3 hours, Sections 7 and 8 also apply.

7. Replacement Flight

7.1 If a Covered Flight has a Delay of three (3) hours or more, or is Cancelled, Airlegit will notify you and present replacement flight options to your original destination on any airline.

7.2 Airlegit will pay for the replacement ticket up to **$1,000 (USD) per covered traveler**, including taxes, carrier-imposed charges and booking fees. If the option you choose costs more, you may pay the difference before the ticket is issued.

7.3 Replacement flights must: (a) travel to the same final destination, or a nearby airport you accept; (b) be in the same or a comparable cabin and fare type as your Original Booking; and (c) be publicly available for sale at the time you confirm. Private charters and restricted fares are excluded.

7.4 Seats, baggage, upgrades, meals, hotels, ground transport and other extras are not included, unless Airlegit agrees otherwise in writing.

7.5 Options are offered based on live availability, which can change quickly. A seat is secured only when you confirm the option and the new ticket is issued.

7.6 You are responsible for reaching the new flight's gate in time and meeting its check-in, document and baggage rules. You must arrange the retrieval or transfer of any checked bags with the original airline. Airlegit does not cover missed replacement flights or baggage fees.

8. Segment Refund Guarantee

8.1 **What you can choose.** If you are eligible under Section 7 and none of the replacement options offered suit you, you may instead request a refund for your Eligible Segments (the "**Segment Refund**").

8.2 **Eligible Segments.** An "**Eligible Segment**" is: (a) the Covered Flight Segment that has the Delay or Cancellation; and (b) any later Segment in the same direction, on the same ticket, that you cannot fly as a direct result of that Disruption (for example, a connecting flight you will miss). The following are **not** Eligible Segments, unless they are separately disrupted and eligible in their own right: Segments you have already flown, Segments in the other direction of a round trip, and Segments on a separate ticket.

8.3 **Refund amount.** For each Eligible Segment, the Segment Refund is the Ticket Price divided by the total number of Segments on the ticket, up to a maximum of **$1,000 (USD) per Segment**. This fixed formula applies regardless of how the airline priced individual Segments. If the ticket was paid in

another currency, the $1,000 limit is converted at the exchange rate on the date the Service was purchased.

Examples: A round-trip ticket with a Ticket Price of $480 has four Segments (two each way), so each Segment is worth $120.

- Your first outbound flight is delayed 3+ hours and you will miss your outbound connection. Both outbound Segments are Eligible Segments: refund of 2 × $120 = $240, plus the outbound Service fee (up to $35). The two return Segments are not refunded.
- You fly your first outbound Segment on time, then your connecting flight is cancelled. Only that Segment is eligible: refund of $120, plus the outbound Service fee (up to $35).

8.4 **No refund of the whole ticket.** The Segment Refund, together with the Service fee refund in Section 1.3, is the maximum amount Airlegit will pay under this Section. You are not entitled to a refund of the entire Ticket Price, of Segments that are not Eligible Segments, or of any fees, and a request or demand from you does not change this. Airlegit will pay a larger amount only where applicable law requires it, Airlegit agrees in writing, or Airlegit offers an enhanced refund as described below.

Enhanced refunds at Airlegit's discretion. Airlegit may, at its sole discretion, offer a refund greater than the Segment Refund, up to the full Ticket Price. It may do so based on factors such as the operating airline's punctuality and reliability, the route, the length or cause of the Disruption, the availability of replacement flights, or other operational or commercial considerations. An enhanced refund may be shown to you at the time you purchase the Service, or offered to you when a Disruption occurs. Any enhanced refund applies only to the booking and Disruption for which it is offered. It is not a promise for other bookings or Disruptions, and you cannot demand it as a right.

Your other Segments stay covered. Receiving a Segment Refund does not end your Service. Airlegit continues to monitor and protect every covered Segment that was not refunded, including your return flights, on the same terms. If one of those Segments is later disrupted, you can still use lounge access, a replacement flight or a Segment Refund for it.

8.5 **When to request.** You must request the Segment Refund through the self-service tools or Airlegit support before the delayed Segment departs, or within 24 hours after a Cancellation is announced. If you do not request it within that time, the right to a Segment Refund for that Disruption expires.

8.6 **Keeping your booking.** After requesting the Segment Refund, you may keep your Original Booking and still travel on the delayed flight, or on a flight the airline rebooks you on.

8.7 **Effect of choosing a refund.** Requesting the Segment Refund replaces Section 7 for the Eligible Segments. Once requested, the Service ends for those Segments and no replacement flight will be paid for.

8.8 **Airline refunds and compensation.** The Segment Refund is paid by Airlegit in addition to, and separately from, any refund, care or compensation the airline owes you, including payments under U.S. DOT rules, EU/UK Regulation 261/2004 or similar laws. Airlegit will not reduce the Segment Refund because you also receive a refund or compensation from the airline.

8.9 **Catastrophe Events.** No Segment Refund is payable for a Disruption caused by a Catastrophe Event, such as war, armed attack, terrorism, civil unrest, an epidemic or pandemic, or a government emergency

closure of an airport or airspace. Instead, the Service is suspended under Section 13A.5 and Airlegit refunds your Service fee in full.

9. Using the Service

9.1 **Monitoring and alerts.** Airlegit monitors each Covered Flight during the Monitoring Window. When a Disruption occurs, we will notify you by email, SMS or push notification using the contact details on your booking, with a link to your options.

9.2 **Choosing an option.** You can choose an option yourself through the self-service link, or with help from an Airlegit support agent at [phone / chat / email]. Options are confirmed only when you accept them.

9.3 **Tickets you buy yourself.** Airlegit provides self-service tools so you can choose and confirm options at any time. A ticket you buy yourself, outside those tools or without Airlegit's prior written approval, will not be reimbursed. If you believe you have a Disruption but have not received an alert, use the self-service link in your confirmation or contact Airlegit support before buying any new ticket.

9.4 **One use per Segment.** For each covered traveler, each Segment can benefit once from either a replacement flight (Section 7) or a Segment Refund (Section 8). Lounge access (Section 6) may be used in addition. Using a benefit for one Segment does not end coverage for your other covered Segments (see Section 8.4).

9.5 **Expiry.** If you do not choose an option, the Service for that direction expires when your final Covered Flight in that direction departs, or [24 hours] after a Cancellation, whichever is later.

9.6 **Accurate details.** You must keep your contact details on the booking accurate. Airlegit is not responsible for missed alerts caused by incorrect or outdated contact details.

10. Flight Changes Before Departure

10.1 If, before the Monitoring Window, the airline changes your flight schedule and you accept the new flight, the Service moves to that new flight on the same terms and limits.

10.2 If you voluntarily change your flight with the airline, the Service moves to the new flight only if it is in the same direction and Airlegit is informed through [the Partner's Manage Booking pages / Airlegit support]. Otherwise the Service ends.

10.3 If the airline cancels your flight before the Monitoring Window and you accept a refund instead of a new flight, the Service ends. The Service fee is not refunded, except as set out in Section 1.3.

10.4 The Service does not carry over to separate or future bookings.

11. How Refunds Are Paid

11.1 Refunds under Section 8 are paid to the **original form of payment** used for the Original Booking. Payment is made through the agency that issued the ticket, against the original ticket purchase receipt.

11.2 Airlegit will start processing the refund within seven (7) business days of your confirmed choice. Your bank or card issuer may take longer to post it. Airlegit may ask you for the ticket number or purchase receipt to complete the refund.

11.3 Refunds are paid in the currency of the original purchase. Currency conversion and bank fees, if any, are your responsibility.

12. Your Rights Against the Airline

You may have rights to care, refunds or compensation from the airline under its conditions of carriage or under passenger rights laws, such as U.S. DOT refund rules, EU/UK Regulation 261/2004 or Canada's Air Passenger Protection Regulations. These rights exist whether or not you buy the Service. The Service does not replace or reduce them, and Airlegit does not claim them for you.

13. Limits on Our Responsibility

13.1 Airlegit does not operate flights or lounges. We are not responsible for the acts or omissions of airlines, airports, lounges or other providers, including further delays or cancellations of a replacement flight.

13.2 Except where the law does not allow it, Airlegit's total liability to you for the Service is limited to the amounts payable under Sections 6 to 8 for the affected traveler and direction. Airlegit is not liable for indirect or consequential losses, such as missed events, hotels, onward travel, lost income or other bookings.

13.3 Airlegit may refuse or reverse a benefit where it reasonably suspects fraud, misuse or false information.

13A. Events Outside Airlegit's Control

13A.1 **Force Majeure Events.** A "**Force Majeure Event**" is an event beyond Airlegit's reasonable control, including war, armed attack, terrorism, civil unrest, epidemics or pandemics, government orders or emergency declarations, closure of an airport or airspace by a government or aviation authority, sanctions, widespread failures of airline, reservation, payment, telecommunications, internet or power systems, failure or unavailability of flight-data providers, or circumstances in which no commercially available alternative seats exist.

13A.2 **Which events stay covered.** A Force Majeure Event that is not a Catastrophe Event, such as a system or data outage, and that causes a Delay or Cancellation of a Covered Flight on the Day of Travel, is still a covered Disruption under Section 4. Sections 13A.3 and 13A.4 limit only how Airlegit provides the Service during such an event. Catastrophe Events are not covered Disruptions and are handled only under Section 13A.5.

13A.3 **What may be suspended.** During a Force Majeure Event, Airlegit is not responsible for any failure or delay in providing lounge access, vouchers or replacement flights where the event prevents it, for example because the airport is closed, lounges are shut or no alternative seats exist.

13A.4 **Refunds during other Force Majeure Events.** If a Force Majeure Event that is not a Catastrophe Event prevents Airlegit from offering a replacement flight or lounge access, you remain entitled to the

Segment Refund under Section 8. This includes system or data outages and situations where no alternative seats exist. Airlegit may extend the time limits in Section 11 for as long as the event lasts, and will pay as soon as reasonably possible.

13A.5 **Catastrophe Events and Service Suspension.** A "**Catastrophe Event**" is an unforeseen event that makes the Service impossible to provide, so that neither a replacement flight nor a Segment Refund can reasonably be provided. Catastrophe Events include:

- war, invasion, hostilities or military operations;
- armed attacks on or threats to an airport, aircraft or airspace, including missile, rocket or drone attacks;
- acts of terrorism, sabotage or civil unrest;
- an epidemic or pandemic declared by a government or the World Health Organization; and
- a government or aviation-authority emergency order closing an airport or airspace.

When a Catastrophe Event causes, or is likely to cause, Disruptions to Covered Flights (a "**Service Suspension**"):

1. **Service suspended.** The Service for every affected Covered Flight is suspended. No replacement flight, lounge access, voucher or Segment Refund is provided for Disruptions caused by the Catastrophe Event.
2. **Fee refunded in full.** Airlegit will refund **the full Service fee** (for example, $19) that each affected traveler paid for each affected direction, to the original form of payment, within the time set out in Section 11. You do not need to submit a claim.
3. **Sales stopped.** Airlegit will stop selling the Service for the affected airports, routes and dates, without notice. Sales resume only when Airlegit decides the Catastrophe Event has ended.
4. **Unaffected flights stay covered.** Covered Flights and directions not affected by the Catastrophe Event remain covered on the normal terms.

Airlegit decides whether a Catastrophe Event has occurred, which airports, routes and dates it affects, and when it ends. Airlegit acts reasonably and in good faith, based on official notices from airlines, airports, aviation authorities or governments. A Service Suspension does not affect any refund, care or compensation the airline owes you.

13A.5A **Pausing sales for other Force Majeure Events.** Once any other Force Majeure Event has begun or been announced, Airlegit may stop selling the Service for affected airports, routes or dates without notice. This does not affect Services already purchased.

13A.6 **Notice.** Airlegit will notify affected travelers as soon as reasonably practicable and make reasonable efforts to reduce the impact of a Force Majeure Event.

14. Communications

By purchasing the Service, you agree that Airlegit may contact you by email, SMS and push notification about the Service and your Covered Flights. Message and data rates may apply. These messages are service messages, not marketing.

15. Not Insurance

The Service is a flight-monitoring, rebooking and assistance service with a limited Segment Refund guarantee. Airlegit does not underwrite risk or pay indemnity claims. These Service Terms are not an offer to insure, are not an insurance contract and do not replace any insurance you hold or could obtain.

16. Governing Law and Disputes

16.1 These Service Terms are governed by the laws of the State of New Jersey, United States, without regard to conflict-of-law rules, except where the law of your country of residence requires otherwise.

16.2 Any dispute arising out of or relating to the Service or these Service Terms will be resolved exclusively by the state or federal courts located in the State of New Jersey, USA. You and Airlegit consent to the jurisdiction of those courts, except where the law of your country of residence gives you the right to bring a claim in your local courts.

17. Changes to These Terms

Airlegit may update these Service Terms from time to time. The version in force on the date you purchased the Service applies to that purchase.

18. Contact

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