



Kinsure – Emergency Travel Costs Insurance

The benefits under this Insurance Policy are underwritten by LAMP Insurance Company Limited and apply during the Period of Insurance subject always to the terms, conditions and exclusions contained in this Policy and following payment of the Premium. This Insurance is effected in and is subject to the Laws of England and Wales. LAMP Insurance Company Limited is licensed by the Chief Executive of the Financial Services Commission of Gibraltar under the Insurance Companies Ordinance to carry on insurance business. Unless We specifically agree in writing, this Insurance is not transferable.

Signed for LAMP Insurance Company Limited

Stephen Quinn
Managing Director

1. MEANING OF WORDS

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy they will always have these meanings:

Accident: A sudden, unexpected and unforeseen bodily injury caused by violent, visible and external means, which necessitates the Close Relative and/or Additional Member being admitted to a Hospital bed on the advice of a Physician for a minimum of three consecutive nights.

Additional Member: A named person and/or Couple and/or Family of an Insured Person specifically named on the Policy, and resident outside the Insured person's country of residence and in respect of whom the appropriate premium has been paid.

Close Relative: Mother, mother-in-law, father, father-in-law, stepmother, stepfather, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), stepchild, sister, sister-in-law, brother, brother-in-law, of an Insured Person, and in respect of whom the appropriate premium has been paid.

Common Law Partner: The person living with the Insured Person as if husband and wife, including same sex partner, for at least six consecutive months prior to and including the inception of this Policy and the occurrence of an Insured Event.

Country of Residence: The country, within the Geographical Area, where the Close Relative and/or Additional Member has his/her primary Home and is permanently resident.

Couple: The Insured Person and his/her spouse or Common Law Partner, each named on the Policy and by whom the appropriate premium has been paid.

Family: The Insured Person, his/her spouse or Common Law Partner, and their dependent children under 18 years of age (in full-time education and residing with them) each named on the Policy and by whom the appropriate premium has been paid.

Geographical Area: The countries of the Zone in which the Country of Residence exists, as specified in Your Policy, and for which the appropriate premium has been paid.

Zone 1: comprises the following countries: Albania, Andorra, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Greenland, Hungary, Iceland, Ireland, all islands of the Mediterranean, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican State.

Zone 2: comprises all countries worldwide

Home: An Insured Person's, Close Relative's or Additional Member's principal place of residence, used for domestic

purposes.

Hospital: Any institution under the constant supervision of a resident Physician which is legally licensed as a medical or surgical Hospital in the Country of Residence.

Insured Event: An Accident or the sudden and unexpected onset of Serious Illness, or the sudden and unexpected death or imminent demise of a Close Relative and/or Additional Member, named in the schedule, which do not arise from a Pre-Existing Medical Condition, during the Period of Insurance within the Country of Residence.

Insured Person or You/Your: Each person named on the Policy and for whom the appropriate premium has been paid.

JDC: JD Concepts (Company Registration Number 4449324), of 70 Eastbourne Road, Southport PR8 4DU), the company that has arranged this insurance for You, not being Our agent. JDC is the company undertaking insurance mediation on Your behalf in selling this Policy to You; it will properly explain this Policy to You and ensure that it is suitable for Your needs;

Medical Condition: Any medical or psychological disease, sickness, condition, illness or injury that has affected any Close Relative and/or Additional Member, whether chronic or not.

Period of Insurance: This is the length of time covered by this insurance (as shown in the schedule) for which the appropriate premium has been paid.

Physician: A legally licensed medical practitioner who is a doctor recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her license and training.

Policy: the insurance coverage set out in this document, its period, terms and conditions;

Policy Limit: the maximum amount We shall be liable to pay per Insured Person in any one Period of Insurance for emergency transfer flights, public transport and taxi fares in total for all events giving rise to a claim as shown below:

Individual:	travel costs up to a maximum of £1,000
Couple:	travel costs up to a maximum of £2,000
Family:	travel costs up to a maximum of £5,000

Pre-Existing Medical Condition:

1. Any of the following Medical Conditions which have required medical consultations, any treatment, surgery, investigation(s) or follow-ups at any Hospital, surgery or clinic during the 2 years prior to the commencement of cover under this Policy.
 - diabetes mellitus, cancer, any growth or form of malignancy, epilepsy or fits, asthma, bronchitis or any other lung or respiratory condition, any kidney or bladder disorder, any mental or psychological condition; or
2. Any other Medical Condition that
 - is ongoing; or
 - has given rise to symptoms or required medical attention or treatment during the 2 years prior to the commencement of cover under this Policy and/or prior to any trip; or
3. Any cardiovascular problems (e.g. heart attack, angina, chest pain, palpitations, any other heart condition, hypertension (raised blood pressure), blood clots, raised cholesterol), any cerebrovascular problems (e.g. stroke, transient ischaemic attack, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this Policy.

Premium: the sum payable to Us, inclusive of Insurance Premium Tax, for this Policy;

Serious Illness: Any sudden and detrimental alteration in health as duly diagnosed by a Physician, which necessitates the Close Relative and/or Additional Member being admitted to a Hospital bed on the advice of a Physician for a minimum of three consecutive nights.

We, Us or Our means LAMP Insurance Company Limited, 260/262, Main Street, Gibraltar and/or Our duly appointed agents acting with explicit written authority on Our behalf;

2.1 WHAT IS COVERED:

If the Insured Person needs to make an unscheduled journey to the Country of Residence of the Close Relative and/or Additional Member during the Period of Insurance as a result of an Insured Event and within one month of the Insured Event taking place:

- a) We will pay reasonable and necessary costs, up to the Policy Limit for one return trip, by economy/tourist class air travel for the Insured Person to travel from their Home to the location where the Close Relative and/or Additional Member is situated in their Country of Residence.
- b) In the event of the Insured Person needing to make more than one unscheduled journey to the Close Relative and/or Additional Member's Country of Residence as a result of separate, unrelated and subsequent Insured

Events, We will arrange and pay for up to a maximum of three return trips or an overall maximum of the Policy Limit in total under this Policy during any one Period of Insurance.

2.2. WHAT ARE THE PROVISOS?

We will not under any circumstances be liable to accept a claim under this policy unless we have received the Premium in full.

2.3. WHAT IS NOT COVERED:

You will not receive benefit under clause 2.1 above:

- a) for any trip which is not taken within one month of the date of Insured Event occurring.
- b) for any claims arising directly or indirectly as a result of any Pre-Existing Medical Condition(s);
- c) for any claim in respect of any Close Relative and/or Additional Member aged 75 or over;
- d) for any costs exceeding the Policy Limit in any circumstances;
- e) for any illness claim arising within the first three months after the commencement of the Period of Insurance.
- f) for any claim where We have not received all medical evidence We consider necessary from the Close Relative and/or Additional Member's Physician(s).
- g) for the Close Relative and/or Additional Member's failure to seek or follow medical advice.
- h) for any claim arising or resulting directly or indirectly from suicide, attempted suicide, or intentional self-injury.
- i) for costs of telephone calls or faxes, interpreters' fees.
- j) for any claim resulting directly or indirectly from provoked assault, fighting (except in genuine self-defence), or whilst engaged in or taking part in civil commotion or riot, or from the Close Relative and/or Additional Member's own criminal act.
- k) for any claim arising after expiry of the Period of Insurance unless this Policy has been renewed for a subsequent 12 months.
- l) for any expense not specifically stated in this Policy as being insured.
- m) for any claim resulting from the following:
 - Sexually-transmitted diseases, including HIV or any related condition.
 - Any psychiatric, mental or nervous disorder, including stress or depression.
 - Pregnancy, childbirth or any related medical complication.
- n) for any claim if We have not been contacted or not following Our Claim instructions
- o) for any claim arising from being under the effects or influence of alcohol or non prescribed drugs.
- p) for any claim which could be claimed under any other more specific contract of insurance.
- q) any losses which are not directly covered by the terms and conditions of this policy.
- r) for any deliberately careless or deliberately negligent act or omission.

3. GENERAL CONDITIONS

- 3.1 **Observance.** In order for Us to become liable to make any payment under this Policy, You must observe and fulfil all the terms and conditions of this Policy, in so far as they relate to anything to be done or complied with by You.
- 3.2 **Subrogation.** We may at Our own expense take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any sums paid under this Policy and any amount so recovered or secured shall belong to Us.
- 3.3 **Third Party Rights.** No third party, other than the JDC shall have any right to enforce any term of this insurance or have any other rights or remedies by reason of the Contracts (Rights of Third Parties) Act 1999,
- 3.4 **Notices.** Every notice which needs to be given under this policy must be in writing. Notice to Us must be to Our head office and to You at Your last known address.
- 3.5 **Misrepresentation.** If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this insurance shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 3.6 **Cancellation.** You can cancel this Policy by writing to JDC within fourteen days of signing the proposal requesting cover, and receive a full refund of Your Premium, provided You have not made a claim. No refund of Premium is payable if You cancel outside the fourteen day "cooling off" period immediately following the Start Date. We may cancel this insurance at any time by providing fourteen days notice in writing to You at Your last known address. We may cancel or void this Policy, at our option, by writing to JDC if it emerges that You are not eligible to be insured by this Policy or in the event of fraud. No refund of Premium is payable.
- 3.7 **Jurisdiction.** This contract of insurance is effected in England and is subject to the laws of England and Wales.
- 3.8 **Payments.** All benefits under this Policy will be sent directly to the You.
- 3.9 We are covered by the Financial Services Compensation Scheme (the "Scheme"). You may be entitled to compensation from the Scheme if we cannot meet our obligations. The amount of compensation depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme on 020 7892 7300.
- 3.10 Any medical information supplied to Us will be treated in the strictest confidence, will be used solely for Our own internal purposes for the assessment of the claim, and will not be disclosed to any outside person or authority without the specific approval of the person whose details are shown.

3.11 You must supply Us with a written statement, together with (at Your own expense) all certificates, information, evidence and receipts that We may require, within 28 days of Our request to You to do so.

3.12 You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this Policy.

3.13 Underwriters have the right to decline any application and/or not renew any renewal subject to giving 30 days notice

4. GENERAL EXCLUSIONS

The Policy does not cover any insured event directly or indirectly caused by or arising from or contributed to by:

1. pressure waves caused by aircraft or other aerial devices;
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
3. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
4. war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, or riot.

5. MAKING A CLAIM

What to do when an insured event happens:

Telephone Us – +44 1444 444 951

Emergency Assistance on +33 141 61 19 15 You must do this immediately.

If you cannot contact Us immediately, you must do so as soon as possible, however, not contacting Us, or not following their instructions, could affect your claim. We must agree, beforehand, any emergency travel expenses involving any travel and accommodation.

When calling Us for help, please provide the following information.

- The name of the insured person.
- The phone number you are calling from.
- The name and phone number of the doctor or hospital.
- The policy number (shown on your schedule) and your name.
- The nature of the emergency.

After notifying Us please download a Claim Form from www.kinsure.com or telephone Us to obtain a Claim Form and return the completed Claim Form, supporting documentation and a copy of your Certificate of Insurance to: Kinsure Claims Department, LAMP Services Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR. LAMP Services Limited are the appointed administrators of the claims on behalf of LAMP Insurance Company Limited Please remember that it is always advisable to retain copies of all documents when submitting your Claim Form.

We will not make a benefit payment for any claim supported by a false declaration or found to be fraudulent, unfounded or intentionally exaggerated. In such a case, Your cover will be cancelled and We have the right to recover the value of any expenses already incurred under the claim.

6. CORRESPONDENCE OR QUERIES ABOUT THIS POLICY

COMPLAINTS

We aim to provide a first class service. Should You have any cause for enquiry or complaint please write to JDC in the first instance quoting your Policy number. If you remain dissatisfied you should write to Us quoting your Policy number to:

Director Healthcare and SFR
LAMP Services Limited
Chester House
Harlands Road
Haywards Heath
West Sussex
RH16 1LR

Your complaint will be thoroughly considered and investigated, and We aim to give you a decision within four weeks*. If We are unable to reach this target We will write to You explaining why and advising when We hope to reach a decision. Our decision is based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal. Should You remain dissatisfied You have the right to refer the matter directly to:

The Managing Director
LAMP Insurance Company Limited
260/262 Main Street
Gibraltar

The Managing Director will investigate Your complaint and Our handling of the matter, and will write to You giving LAMP's final decision. Finally, if You are still dissatisfied or You have failed to receive a final decision from Us within eight weeks* of Our receipt of Your complaint You can refer case to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You will normally have six months from receiving Our final decision (or six months from Our eight week* window expiring) within which to refer Your complaint.

This referral service is additional to Your contractual rights under this Insurance.

* Note: The timescales given above are dependant on You responding immediately to any correspondence We send You.

DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the Policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security and in compliance with the provisions of the Gibraltar Data Protection Ordinance 2004 and the Data Protection Act 1988. We will not keep Your information longer than is necessary

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by LAMP Insurance Company Limited should be directed to Data Protection, LAMP Insurance Company Limited, 260/262 Main Street, Gibraltar.