



## SUNSHINE GUARANTEE POLICY SUMMARY



### **INTRODUCTION**

This document contains a summary of the main policy terms and conditions. The full terms can be found in the attached policy document.

### **TYPE OF INSURANCE AND COVER PROVIDED**

This policy of insurance provides weather insurance in the form of a Sunshine Guarantee in connection with the holiday you have purchased.

### **SIGNIFICANT FEATURES AND BENEFITS**

The main features and benefits of the policy are that we will pay the amount shown below in the event that you fail to receive the guaranteed Average Sunshine Hours at the specified destination over the Period of Insurance. We will pay up to £400.00 per insured person who has paid the premium.

### **SIGNIFICANT EXCLUSIONS OR LIMITATIONS**

The primary exclusions and limitations under this policy are that we will not pay the sum insured where: We will not cover You in respect of:

- a) sums in excess of the Sum Insured;
- b) costs or other losses which are not covered directly by the terms and conditions of this Policy;
- c) any amount which You are entitled (or would, but for the existence of this Policy, be entitled) to claim and recover under any other insurance policy;
- d) more than one policy per traveller per holiday;
- e) loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with pollution or contamination which means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into the atmosphere, including, but not limited to atmospheric pollution or atmospheric chemical processes resulting from a natural catastrophe such as volcanic eruptions, forest fires or space impacts.

### **DURATION OF COVER**

This Period of Insurance for this policy will be your Holiday Duration

### **REVIEWING COVER**

You should review the cover provided by any policy of insurance on a regular basis to ensure it remains adequate for your needs.

### **YOUR RIGHTS TO CANCEL**

You have the right to cancel any policy of insurance within 14 days of the date of issue. We will refund to you any premium you have paid and will recover from you any payments we have made.



## SUNSHINE GUARANTEE POLICY WORDING

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 to Us 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 Commissioner of Insurance of Gibraltar under the Insurance Companies Ordinance to carry on insurance business. Unless We specifically agree in writing, this Insurance is not transferable.

The Schedule and this Policy should be read carefully, and should be kept in a safe place.

Signed for LAMP Insurance Company Limited

Stephen Quinn  
Managing Director

### **MEANING OF WORDS**

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

**Sunshine Guarantee** – This Insurance Policy which provides the sum insured as shown on the Insurance Schedule if Your Destination Weather Station does not record at least the Average Sunshine Hours for Your Holiday's Duration;

**Holiday Duration (Period of Insurance)** – The period of time from the scheduled Departure Date to, and Return Date from, Your Destination Airport as per Your holiday booking. The Holiday Duration must be for a minimum of eight days/seven nights. The Departure Date and Return Date are considered whole days for the calculation of the Sunshine Guarantee.

**Departure Date** – The date on which this Policy and Your Holiday starts. Once this Policy and Insurance Schedule have been issued this date remains the same and cannot be changed;

**Return Date** – The date on which this Policy and Your Holiday ends. Once this Policy and Insurance Schedule have been issued this date remains the same and cannot be changed;

**Destination Airport** – The airport shown on Your Insurance Schedule;

**Destination Weather Station** – Unless otherwise stated on Your Insurance Schedule this will be Your Destination Airport.

**Day** – Each 24 hour period from 00:00 to 23:59 in which Sunshine is measured.

**Sunshine** – The hours and minutes of sunshine recorded each Day by the Destination Weather Station.

**Average Sunshine Hours** – The total Sunshine for Your Holiday Duration divided by the number of Days of Your Holiday Duration.

**Sum Insured** – The amount shown on the Insurance Schedule which will be paid to You in the event that Your Destination Weather Station does not record the Average Sunshine Hours shown in the Sunshine Guarantee;

**Premium** – The amount indicated in the Insurance Schedule which is payable to Us and which secures the benefits indicated in this Policy;

**You/Your** – The person named on the Insurance Schedule;

**We/Us/Our** – LAMP Insurance Company Limited.

### **SUNSHINE GUARANTEE CLAIM VALIDATION**

You acknowledge and agree that:

- a) the Sunshine and Average Sunshine Hours for Your Holiday Duration at the Destination Weather Station will be determined by British Weather Services via official data, irrespective of any conflicting weather data published by other sources;
- b) if for any reason the Destination Weather Station is not operational or reporting Sunshine for any reason then British Weather Services may derive total Sunshine from factors such as Satellite Imagery, the UV index and hourly observations at the Destination Weather Station.

### **WHAT IS COVERED**

If Your Destination Weather Station does not record at least the number of Average Sunshine Hours shown in Your Insurance Schedule during the Holiday Duration You will receive the Sum Insured as shown in Your Insurance Schedule. Provided always that:

- i) You have paid the Premium; and
- ii) The Premium has been paid to Us;
- iii) This Policy is not void.
- iv) You travelled to and were based in your holiday destination for the holiday duration.

#### **WHAT IS NOT COVERED**

We will not cover You in respect of:

- a) sums in excess of the Sum Insured;
- b) costs or losses which are not directly covered by the terms and conditions of this Policy;
- c) any amount which You are entitled (or would, but for the existence of this Policy, be entitled) to claim and recover under any other insurance policy;
- d) more than one policy per traveller per holiday;
- e) loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with pollution or contamination which means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into the atmosphere, including, but not limited to atmospheric pollution or atmospheric chemical processes resulting from a natural catastrophe such as volcanic eruptions, forest fires or space impacts.

#### **MAKING A CLAIM**

We will advise you if Your Destination Weather Station does not record at least the Average Sunshine Hours shown in Your Insurance Schedule during the Holiday Duration, and send payment for the Sum Insured to the address on Your Schedule. Should You wish to query whether a claim event occurred please contact us quoting the policy number (on the Schedule): by email to [WeatherBrokers@2direct.net](mailto:WeatherBrokers@2direct.net) or by post to WeatherBrokers, 2direct Ltd, 6 Gretton Close, Peterborough, PE2 7WD.

#### **WE CAN CANCEL THIS INSURANCE IF ANY OF THE FOLLOWING HAPPEN:**

- a) Your Sunshine Guarantee Policy is issued by an intermediary, tour operator or airline less than 14 days before the scheduled Departure Date;
- b) the intermediary, tour operator or airline provides an Insurance Schedule which is incorrect and in which case the policy will be void;
- c) You fail to pay the Premium to Us prior to the Period of Insurance;
- d) The underlying holiday is cancelled prior to or during the Period of Insurance.

#### **YOU CAN CANCEL THIS INSURANCE:**

If within 14 days of the issue of the policy You are not satisfied with it for any reason, You can give Us notice to cancel it; We shall refund any Premium We have received and You shall pay Us any amounts We have already paid or incurred.

#### **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 amounts paid or incurred under this Policy and any amount so recovered or secured shall belong to Us.

#### **COMPLAINTS**

Should You have any cause for enquiry or complaint, please write to 2direct Ltd quoting the policy number (on the Schedule): The Managing Director, WeatherBrokers, 2direct Ltd, 6 Gretton Close, Peterborough, PE2 7WD.

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 ask for Your case to be referred to: The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

\*Subject to You responding promptly to any correspondence We send You.

#### **DATA PROTECTION 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. 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. 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.