

DESIGNER BREAKAGE AND LOSS PROTECTION GRAND ADVANTAGE INSURANCE PRE-CONTRACT MATERIAL

Pre-Contract Terms & Conditions

1. Breakage, loss, and theft protection insurance is included when you buy a complete pair of prescription glasses or prescription sunglasses from designer brands at Vision Express with prices starting from €159 and upwards.
2. Offer applies against the pre-discount (gross item value) of the glasses being purchased.
3. The breakage, loss, and theft protection insurance is optional and if taken out is provided at no cost to you.
4. Excludes Unofficial, DbyD, Rimless frames and glasses under €159.
5. Valid with purchases from 13th September 2023 only.
6. Breakage, loss, and theft protection insurance covers each pair for 24 months from the date of purchase.
7. If you take up the 50% off 2nd pair offer you will receive the breakage, loss and theft protection insurance offer on both your first and second pair. For this offer to also apply to the second pair, the glasses must also have a pre-discount value of €159 and upwards.
8. This Policy covers:
 - a) the costs for replacement of your glasses, or the insured parts of your glasses as a result of:
 1. accidental damage or wear and tear that is not covered by any manufacturer warranty, any other guarantee or insurance during the period of cover; or
 2. loss or theft of the glasses up to the retail price before any discounts including any Value Added Tax,
 - b) replacement of insured parts of your glasses including fitting or installation services.
9. To claim a new pair of glasses for your breakage, loss and theft protection, you must bring your damaged pair to a Vision Express store with proof of purchase. You will need to pay an excess of 25% of the cost of the replacement or equivalent value.
10. To claim for lost or stolen glasses, you must have proof of purchase at a Vision Express store and pay an excess of 50% of the cost of the replacement or equivalent value.
11. To claim for lost or stolen glasses you must have reported this through the appropriate channels. See the Policy for details. Failure to have proof of purchase or provide the correct documentation for lost or stolen glasses may result in your claim being rejected.
12. The breakage, loss and theft protection insurance is non-transferable and has no cash value.
13. The breakage, loss, and theft protection insurance offer may be withdrawn at any time and is not available online.
14. This Policy excludes:
 - a) manufacturing defect or the recall of the glasses by the manufacturer or supplier;
 - b) replacements carried out by persons not authorized by Vision Express;
 - c) damage caused by deliberate damage to, or neglect of, your glasses or not taking reasonable precautions to prevent any damage to your glasses;
 - d) the replacement of lenses due to a change in your prescription;
 - e) any costs suffered by you as a result of not being able to use your glasses, or any costs other than cost for replacement of insured parts of your glasses.
15. See below for the IPID and full Terms & Conditions

Promoter [Vision Express Ireland Limited, Registered Address: Unit 204 The Square, Dublin 24, Tallaght, Dublin, Ireland. Correspondence Address: Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6NZ, United Kingdom. Company number 166283]

Insurance for glasses

Insurance Product Information Document for the Grand Advantage Policy

ERGO Direkt

ERGO Direkt Versicherung AG, trading as ERGO Direkt, is authorised by BaFin in Germany and has registration number 5562 and is regulated by the Central Bank of Ireland for conduct of business rules.

Insurance for glasses

This information leaflet is a brief overview. You can find the full information in the contractual documents: (insurance policy and insurance terms and conditions). Please read all documents to ensure that you have comprehensive information.

What type of insurance is this?

It is an insurance for glasses, which protects you against financial risks related to the damage or loss/theft of the glasses.

What is insured?

- ✓ This Policy covers the costs for replacement of your glasses, or the insured parts of your glasses as a result of accidental damage or wear and tear that is not covered by any manufacturer warranty or any other guarantee or Insurance during the period of cover.
- ✓ Replacement of insured parts of your glasses includes fitting or installation services.
- ✓ The loss or theft of your glasses is insured. The insured components of the glasses will be replaced through new components of the same type and quality.
- ✓ Maximum up to the amount of the sum insured minus customer excess.
- ✓ The glasses are covered up to the retail price before any discounts, including any Value Added Tax.
- ✓ Only the insured components of your glasses are insured. You will find these in the General Insurance Terms and Conditions.

What is not insured?

- ✗ Deliberate damages.
- ✗ Replacements carried out by persons not authorized by Vision Express.

Are there any restrictions on cover?

- ! The customer will pay an excess of 25 % (50 % by loss or theft) of the replacement cost of the glasses.
- ! Any costs suffered by you as a result of not being able to use your glasses, or any costs other than cost for replacement of insured parts of your glasses.
- ! Damages, which are compensated for within your legal guarantee rights, through manufacturer's guarantee or through Vision Express Ireland.

Where am I covered?

- ✓ The insurance cover applies worldwide.

What are my obligations?

- Please inform Vision Express UK immediately about a claim.

How do I cancel the contract?

You may cancel your insurance contract within 100 days of purchase. Otherwise there is no ordinary right of termination.

When and how do I pay?

The agreed premium is to be paid when you purchase your glasses and the insurance contract. It may be paid in cash or through another payment method.

When does cover start and end?

The insurance cover will begin when you purchase your glasses including the insurance contract. The contract is concluded for the period of 2 years for prescription glasses and 1 year for non-prescription sunglasses. The insurance cover will not end on occurrence of a claim. If Vision Express replaces your glasses in the event of a claim, then the cover from this insurance contract will pass to the substitute glasses for the remaining term.

Grand Advantage Policy Document

This is your Grand Advantage policy document (the "Policy") which covers your glasses (as shown on the VE till receipt with the policy number for this Policy) purchased through either

- ❖ Vision Express (UK) Limited or
- ❖ Vision Express Ireland Limited

(together "VE") against the losses as set out under Section 1 of this Policy further below

This Policy is underwritten by

- ❖ Great Lakes Insurance UK Limited* ("Great Lakes") for policyholders resident in **the United Kingdom or Jersey**
and by
- ❖ ERGO Direkt Versicherung AG ("ERGO Direkt") for policyholders resident in **Ireland**

(together the "risk carriers").

*Great Lakes Insurance UK Limited is an insurance company with registered offices at 10 Fenchurch Avenue, London EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details of its authorisation can be found on the Financial Conduct Authority's website.

ERGO Direkt Versicherung AG is a German insurance company with its headquarters at Karl-Martell-Strasse 60, D-90344 Nuremberg, Germany. ERGO Direkt Versicherung AG is authorised by BaFin in Germany and regulated by the Central Bank of Ireland for conduct of business rules. Details about the extent of our regulation by the Central Bank of Ireland are available from ERGO Direkt on request

Details about the risk carriers are set out below at the end of this Policy. The risk carriers will provide protection cover (as set out below) for a period of 24 months from the date of purchase of your glasses if you have purchased prescription/corrective glasses or prescription/corrective sunglasses, subject to the terms and conditions below. If you have purchased non-prescription sunglasses, this Policy will provide cover for a period of 12 months from the date of purchase, subject to the terms and conditions below. The periods of 24 and 12 months are referred to respectively as the "period of cover", as applicable in the context for which they are used.

1. What is covered under this Policy

1.1 This Policy covers the costs for replacement of your glasses, or the insured parts of your glasses as a result of:

- accidental damage or wear and tear that is not covered by any manufacturer warranty, any other guarantee or insurance during the period of cover
- or loss or theft of the glasses

up to the retail price before any discounts including any Value Added Tax (the "**Insured Sum**").

1.2 Replacement of insured parts of your glasses includes fitting or installation services.

2. What is not covered under this Policy

2.1 This Policy will not cover costs for replacement of your glasses or insured parts of your glasses for:

- work which relates to a manufacturing defect or the recall of the glasses by the manufacturer or supplier
- replacements carried out by persons not authorized by VE
- damage caused by deliberate damage to, or neglect of, your glasses or not taking reasonable precautions to prevent any damage to your glasses
- the replacement of lenses due to a change in your prescription
- any costs suffered by you as a result of not being able to use your glasses, or any costs other than cost for replacement of insured parts of your glasses

3. General conditions and limitations

3.1 In the event of a claim where your glasses have not been lost or stolen but need to be replaced entirely (total economic loss) you will receive a replacement set of glasses of the same type and quality up to the Insured Sum.

In the event of a claim where only an insured part needs to be replaced we will replace this part.

If you make a claim we ask you to make a contribution towards each claim under this policy (the “**Excess**”) which is 25% of the Insured Sum if you receive a replacement set of glasses and 25% of the value of the insured part where we replace the damaged part. Your Excess will however not exceed a maximum of 25% of the Insured Sum.

In the event of loss or theft you will receive a replacement set of glasses of the same type and quality up to the Insured Sum.

In case of loss or theft of the insured glasses your Excess is 50% and any eventual cost of the new glasses is calculated as follows:

If the list price of the new glasses is equal to or exceeds the list price of the insured glasses, the value of the replacement glasses will be a maximum of the list price of the original insured glasses, less your excess of 50% of the insured sum.

If the list price for the new glasses is lower than the list price of the insured glasses, your excess is 50% of the actual list price for the new glasses and no further payments are necessary.

3.2 If your glasses or the insured parts of your glasses prove to be not possible to replace, or an identical set of glasses is not available at VE’s stores, VE will replace them with an equivalent product subject to you paying the Excess set out at Section 3.1 above.

3.3 If you choose to upgrade your glasses, the difference between the Insured Sum and the retail price before any discounts of the new pair must be paid by you in full together with any applicable Excess.

3.4 If VE replace your glasses following a claim made by you, the cover provided by this Policy will continue in respect of the replaced glasses for the remainder of the period of cover and subject to the terms and conditions of this Policy.

3.5 This Policy must be applied for prior to the purchase of your glasses, either when you order your glasses or when you make payment or when you take possession of your glasses.

3.6 If you receive replacement glasses because it is considered uneconomical or not possible to replace parts, then VE may, take possession of your original glasses provided they have not been lost or stolen

3.7 It is a condition precedent of this Policy that you must take all reasonable precautions to prevent any damage to your glasses.

3.8 This Policy cannot be transferred to any other person or persons.

3.9 If you purchased your glasses through VE **in the UK or Jersey** this Policy shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

If you purchased your glasses from VE **in Ireland** this Policy shall be governed by the Laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish courts.

3.10 This Policy shall not give any person who is not a party to it any right to enforce any of its provisions.

3.11 The risk carriers may vary the terms and conditions of this Policy, at any time in the risk carriers’ sole discretion, in the event that it is considered necessary or if there is an event outside the control of the risk carriers which may have an impact on future claims and which could not have been reasonably foreseen when the risk carriers last reviewed the cover terms and premiums or in the event of any change in law or regulation or a decision of the Financial Ombudsman Service or the Financial Services and Pensions Ombudsman affecting this

Policy, for example a change in Insurance Premium Tax or other tax. Before the risk carriers make any proposed change the risk carriers will give 30 days' notice in writing to you at the address you provided when purchasing this Policy. Any changes shall take effect once you have provided written confirmation of your acceptance. If you do not accept the proposed changes you may cancel this Policy by providing notice to the relevant risk carrier using the contact details provided below. In the event of cancellation any premium you have paid and unused at the date of cancellation shall be returned to you.

3.12 In Ireland, all monies which may become payable by ERGO Direkt under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

3.13 In Ireland, the appropriate Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended).

3.14 In Ireland, all monies which may become payable by ERGO Direkt under this Policy will be paid in Euros.

3.15 Embargo Provisions

3.15.1 In the **United Kingdom or Jersey** we will not provide any benefit under this contract of insurance if doing so would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other jurisdiction whose laws we are legally obligated to comply with.

3.15.2 In **Ireland**, irrespective of the other contractual provisions, insurance cover only exists if and for as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes by the United States of America, insofar as this does not conflict with the legal provisions of the European Union or the Federal Republic of Germany.

4. Cancellation

4.1 You have the right to cancel this Policy within 100 days of purchasing your glasses and will receive a full refund of any premium you have paid, provided you have not made a claim under this Policy. Where the premium for this Policy has been paid by VE no premium or other monies will be refunded to you in connection to this policy.

4.2 If you decide to cancel your Policy you must contact a VE Store within 100 days of purchase of your glasses by e-mail, telephone or in person.

5. How to make a claim

If during the period of cover your glasses develop a fault due to normal wear and tear or accidental damage, you should return your glasses to your nearest store with any damaged parts.

If you purchased your glasses through **VE UK** you must report your claim to a VE store **in the UK**.

If you purchased your glasses through **VE Jersey** you must report your claim to the VE store **in Jersey**.

If you have purchased your glasses either through **VE UK** or **VE Jersey** and where a claim concerns theft of your glasses you must file a report to the nearest police station, and provide VE with a copy of the report.

In the event of loss of your glasses you must report this loss via an online lost property reporting service <https://www.reportmyloss.com/uk/> and provide VE with a copy of the report.

If you purchased your glasses through **VE Ireland** you must report your claim to a VE store **in Ireland**. In the event of loss or theft of your glasses you must report this to the Gardai, within 24 hours of discovery, and provide VE with a copy of the report.

VE will then arrange for the insured parts of your glasses to be replaced or provide you with replacement glasses subject to the terms and conditions of this Policy.

6. Fraud

If you or anyone acting on your behalf makes any false or fraudulent claim or supports a claim knowing it to be false, fraudulent or misrepresentative, we may avoid this policy which would mean that the policy would cease and not cover any losses suffered.

7. Complaints

7.1 VE, Great Lakes and ERGO Direkt always aim to get it right, first time, every time. However, if you feel that you did not receive the level of service you would expect in relation to this Policy, in the first instance please contact VE using the contact details below:

Customer Services Department

Vision Express,
Mere Way, Ruddington Fields Business Park,
Ruddington, Nottingham, United Kingdom
NG11 6NZ

Telephone: 08000 382177
Email: customer.care@visionexpress.com

7.2 If any complaint lodged against any one of the risk carriers is not resolved within eight weeks of contacting them, you may be entitled to take your complaint to the Financial Ombudsman Service (UK) and/or the Channel Islands Financial Ombudsman and/or the Financial Services and Pensions Ombudsman (**Ireland**) using the following contact details:

UK (Great Lakes)

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Jersey (Great Lakes)

The Channel Islands Financial Ombudsman
PO Box 114
Jersey
JE4 9QG
Telephone: +44 (0)1534 748610
Email: enquiries@ci-fo.org

The Financial Ombudsman Service (Contact details above)

We would suggest contacting the Channel Islands Financial Ombudsman in the first instance, who should be able to confirm whether your complaint can be dealt with by them or the UK Financial Ombudsman Service

Ireland (ERGO Direkt)

Financial Services and Pensions Ombudsman,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Telephone: +353 1 567 7000
Email: info@fspo.ie

You have 6 months after you have been informed of the outcome of the complaint (or following the end of the 8 week period) to escalate your complaint to the Financial Ombudsman Service (**UK**), the Channel Islands Financial Ombudsman and/or the UK Financial Ombudsman Service (**Jersey**) or the Financial Services and Pensions Ombudsman (**Ireland**) (as applicable). Referral to an Ombudsman does not affect your rights to institute legal action.

8 Compensation Scheme

8.1 The risk carriers are regulated under the supervision of the Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, D-53117 Bonn, Germany.

8.2 If you purchased your glasses through VE **in the UK**, Great Lakes is covered by the Financial Services Compensation Scheme (FSCS). If Great Lakes is unable to meet its liabilities, you may be entitled to compensation from the Scheme. This depends on the type of insurance cover you have and the circumstances of your claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 020 7741 4100.

However if you purchased your glasses through VE **in Jersey**, this Scheme does not apply.

If you purchased your glasses through VE **in Ireland**, ERGO Direkt is covered by the Insurance Compensation Fund. If ERGO Direkt is unable to meet its liabilities, you may be entitled to compensation from the Insurance Compensation Fund. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

9. Data Protection

9.1 Great Lakes Insurance UK Limited Privacy Notice

DATA PROTECTION SHORT FORM INFORMATION NOTICE

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you, and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information please see our full privacy notice which can be found at <https://www.munichre.com/en/general/privacy.html>

9.2 ERGO Direkt Versicherung AG Privacy Notice

"The following section is a notice which we are required to give you under the applicable Data Protection Laws. It explains how ERGO Direkt will use your personal information. We may amend this notice from time to time and we will give you notice of any material amendments. This section is not intended to create legally binding obligations between you and ERGO Direkt, and it does not affect your rights under the Data Protection Laws. In this notice we have described the uses of your personal information that we consider will be the most important to you."

Annexe – abbreviated version approved

International abbreviated annex (differences to be found in possible contact data and in part due to deleted contents that do not apply internationally):

Information on data protection:

ERGO Direkt Versicherung AG processes your personal data in compliance with the requirements of the relevant data protection laws and applicable industry Codes of Conduct. We need to process your personal data in order to perform our obligations under our contract of insurance with you. We also need to process your personal data to fulfil our regulatory requirements. We will store your personal data on our IT systems and will retain your personal data for as long as we are required to do so by law (up to ten years). During this time, your personal data might also be stored on the systems of associated companies, external service providers (see also the list of service providers) and of the ERGO Group*.

You have certain rights under the data protection laws, such as a right to request access to your personal data. If you would like more information about what personal data we collect, why we process it and to whom we transfer it, as well as more information on your data subject rights and how to exercise those rights, please visit our privacy policy at <https://kooperation.ergodirekt.de/datenschutz-en> or request a copy by e-mail at infoVEUK_IE@ergodirekt.de or by fax on 0049 / 911 148 2046. We would be happy to send you this information.

*Can be found under <https://www.ergo.com/en/Datenschutz>

¹EUDSGVO: EU General Data Protection Regulation

²BDSG: German Federal Data Protection Law

10. Insurer Details and Authorisation

10.1 This insurance is underwritten by either

- ❖ Great Lakes Insurance UK Limited **for policyholders resident in the UK and Jersey**, whose registered office is at 10 Fenchurch Avenue, London EC3M 5BN; or
- ❖ ERGO Direkt Versicherung AG **for policyholders resident in Ireland**, whose head office is at Karl-Martell-Straße 60, D-90344 Nürnberg, Germany.

10.2 Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details of its authorisation can be found on the Financial Conduct Authority's website.

10.3 ERGO Direkt is authorised by BaFin in Germany and regulated by the Central Bank of Ireland for conduct of business rules. Details about the extent of our regulation by the Central Bank of Ireland are available from ERGO Direkt on request.