

Clarity Cover Terms and Conditions

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy unless stated otherwise.

1. **Accidental Loss** means that the Eyewear has been accidentally mislaid by You and You are permanently deprived of its use.
2. **Administrator/We/Us/Our** means Pier Insurance Managed Services Ltd ("PIMS")
3. **The Company/Insurer** means Sterling Insurance Company Ltd.
4. **Eyewear** means a single pair of prescription spectacles, prescription sunglasses or non-prescription sunglasses purchased by You as new, as evidenced by relevant proof of purchase and as specified on the policy schedule including any replacement Eyewear provided to You by Us.
5. **Theft** shall mean the dishonest misappropriation of Your Eyewear through visible and violent means or the threat thereof.
6. **Unattended** shall mean not within Your sight at all times and/or out of Your arms length reach.
7. **You/Your** shall mean the private individual detailed on the policy schedule

The Cover

The Company will subject to the exclusions and conditions indemnify or compensate You, by payment or, at our option, by replacement (with identical Eyewear or Eyewear of comparable specification up to a maximum retail value of £100 as indicated in your insurance policy document or repair in respect of Accidental Damage, Theft and Accidental Loss of the Eyewear occurring during the Period of Insurance

Exclusions

The Company shall not be liable for

1. Theft of the Eyewear from any unattended vehicle unless all windows are closed all doors are securely locked all security devices are activated and the Eyewear is concealed from view in a locked glove compartment locked boot or locked load area.
2. Theft of the Eyewear from any premises or mode of transport unless involving forcible and violent entry or exit.
3. Accidental Loss or Theft of the Eyewear whilst left Unattended when it is away from Your home.
4. Repair or replacement arising as a result of negligent use wilful abuse or misuse.
5. Any and all repair costs or charges arising from mechanical failure.
6. Theft, Accidental Loss or accidental damage to the Eyewear whilst on loan to any person or persons.
7. Cosmetic damage where it does not affect the operation, function or safety of the glasses.
8. Scratching, chipping, discolouration, wear and tear or gradual deterioration of the Eyewear, from whatever cause.
9. Theft, Accidental Loss or accidental damage to any additional equipment or accessories including but not limited to Eyewear carrying cases.
10. The cost of routine inspection service adjustment or cleaning resulting in accidental damage.
11. Any amounts recoverable under any guarantee, manufacturer warranty or other insurance.
12. Replacement of the Eyewear due to a change in Your prescription.
13. Repairs carried out by persons not authorised by Us.
14. The policy excess as detailed herein.
15. Any damage caused whilst playing any sport.
16. The repair or replacement of any additional Eyewear that was purchased by or given to You when You purchased the Eyewear that is covered under this policy schedule. Additional Eyewear may be insured under a separate insurance policy.
17. Any damage caused by placing or using the Eyewear in a location or environment that is not in accordance with the manufacturer's instructions.
18. Any costs incurred by You as a result of not being able to use the Eyewear or any cost other than the repair or replacement cost of the Eyewear.

Conditions

1. All reasonable precautions must be taken to prevent damage to or Theft or Accidental Loss of the Eyewear.
2. Details of any replacement of the Eyewear must be advised to PIMS with proof of purchase in writing or by e-mail to PIMS (enquiries@pierinsurance.com)
3. Cover under this Insurance Policy is subject to the payment of the premium by direct debit or credit card. Premiums must be up to date and are non-refundable after the insurance cover has commenced other than during the cooling off period
4. The annual premium will be collected by the Administrator by direct debit or credit card. The Insurance will be terminated immediately if the Insurer does not receive Your annual premium.
5. This policy will be voidable in the event of fraud non disclosure or alteration of risk
6. Cover is limited to a maximum of 2 claims for either Theft and/or Accidental Loss in any 12 month consecutive period, or during the term of the policy, whichever is lesser.
7. We may cancel this policy or any section by sending a recorded delivery letter to Your last known address giving:-
 - thirty days notice in the event of non-payment of any premium installment on it's due date
 - thirty days notice in other circumstances when We may refund a proportionate part of the unexpired portion of the premium.

Policy Excess

You will be responsible for the first 10% of the original purchase price paid by You for the Eyewear or £10 whichever is the greater for each and every claim that You make.

Claims Procedure

If you need to make a claim under this policy You must:-

- advise the police within 24 hours if there has been a Theft, Accidental Loss or vandalism and obtain a Crime Reference Number or Lost Property number
- advise Pier Insurance Managed Services Limited by telephone as soon as is practicable and in any event within 48 hours on the claims hotline number - 0844 815 1010
- provide at Your own expense a claim form and all details and evidence as may be required within 30 days of receipt
- In the event of an accidental damage claim, please ensure You retain and submit such as proof all damaged parts (frames and lenses) as these will be required in support of Your claim

Territorial Limits

Great Britain Northern Ireland Isle of Man The Channel Islands or the Republic of Ireland and up to 60 days during any one calendar year elsewhere in the World.

Period of Insurance

This insurance commences at the time of purchase for a period of twelve months and will continue to be renewed annually up to a maximum of 60 months in all upon receipt of Your annual premium

Replacement Eyewear

Should You replace Your Eyewear with new Eyewear the Insurer will consider transferring the benefit of the insurance but You must advise the Administrator of the make, design, prescription and cost of the new Eyewear. An official purchase invoice showing details of the new Eyewear must support this. The Administrator will advise You whether it is possible to transfer the benefit and whether the premium You pay will need to be amended.

Cooling off period

You may cancel this policy within 14 days of receiving it by contacting Us at the address shown in this policy Provided no claim has been made a full refund of premium paid by You will be given

Complaints Procedure

We are committed to giving You a first class service at all times and will make every effort to meet the high standards We have set. If You feel We have not attained the standard of service You would expect or You are dissatisfied in any other way, the procedure You should follow is shown below:

In the first instance You should contact Pier Insurance Managed Services

Limited, Suite 7 Chalkwell Lawns 648-656 London Road Westcliff on Sea Essex SS0 9HR

Tel (0844) 815 1010 Fax (0844) 815 1011 Email enquiries@pierinsurance.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event you remain dissatisfied and wish to make a complaint you can do so by contacting The Customer Services Manager, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or Telephone Us on; 0845 271 1300 or e-mail Us on:

info@sterlinginsurancegroup.com

If You remain dissatisfied You may refer Your complaint to: The Financial

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

Tel; 0845 080 1800 website: www.financial-ombudsman.org.uk

Please note the Financial Ombudsman Service will only normally consider a complaint once We have issued a final decision.

Following this procedure will not affect Your Legal rights

Law applicable to the contract

Under United Kingdom law the parties to the contract have the right to choose the law which should apply In the absence of any agreement to the contrary English law will apply

Financial Services Authority

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority. It appears on the Financial Services Authority's register under number 202012.

Customers with a disability

In accordance with the Disability Discrimination Act 1995 We are able to provide upon request a textphone facility, audio tapes, large print documentation and braille documentation. Please advise Us if You require any of these services to be provided so that We can communicate in an appropriate manner.

Data Protection

The data supplied by You will be used by Us for the purposes of processing Your policy of insurance including underwriting administration and handling any claim which may arise. The data supplied may also be used by Pier Insurance Managed Services Limited or any group company to contact You from time to time in order to notify You of other goods and services that We offer. If You do not consent to such use of Your personal data please email Us at enquiries@pierinsurance.com

It is important that the data You have supplied is kept up to date You should therefore notify us promptly of any changes. You are entitled upon payment of an administration fee (currently £10) to inspect the personal data which we are holding about You. If You wish to make such an inspection You should contact: Pier Insurance Managed Services Limited Suite 7 Chalkwell Lawns 648-656 London Road Westcliff-on-Sea Essex SS0 9HR

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests we may disclose the data You have supplied to other third parties such as solicitors loss adjusters motor garages engineers repairers replacement companies other insurers etc.

We may exchange information with third parties for the purposes of fraud protection and credit risk reduction We may transfer our bases containing Your personal information if we sell Our business or part of it.

Confidentiality

We promise complete confidentiality and security in all matters relating to Your insurance arrangements.