

OPSM

**EYEWEAR
PROTECTION
PLAN**

**COMBINED PRODUCT
DISCLOSURE
STATEMENT (PDS),
POLICY WORDING AND
FINANCIAL SERVICE
GUIDE (FSG)**

CONTENTS

INTRODUCTION	4
ABOUT THIS DOCUMENT	4
DEFINITIONS	4
SECTION A: PRODUCT DISCLOSURE STATEMENT	5
ABOUT EYEWEAR PROTECTION PLAN INSURANCE	5
ABOUT PRORISK	6
HOW TO CONTACT PRORISK	6
THE INSURER LLOYD'S OF LONDON	7
YOUR DUTY OF DISCLOSURE	7
CHANGES TO YOUR CIRCUMSTANCES	8
PRIVACY	8
FAIR INSURANCE CODE	9
COMPLAINTS HANDLING	9
GENERAL CONDITIONS	10
APPLYING FOR COVER	11
ELIGIBILITY CRITERIA	11
LOOKING AFTER YOUR EYEWEAR	11
THE COST OF THIS POLICY	11
HOW TO MAKE A CLAIM	11
COOLING OFF INFORMATION	12
CANCELLING THE POLICY	12
REFUND OF PREMIUM	13
PAYING YOUR PREMIUM	13
NOTICES	13
WHAT YOU ARE NOT COVERED FOR	13

SECTION B: POLICY WORDING	14
ABOUT EYEWEAR PROTECTION INSURANCE	14
APPLYING FOR COVER	14
WHAT IS COVERED	14
WHAT WE WILL PAY	15
GENERAL EXCLUSIONS	15
GENERAL CONDITIONS	17
HOW TO MAKE A CLAIM	18
INPUT TAX CREDIT ENTITLEMENT	19
SEVERAL LIABILITY NOTICE	19
DEFINITIONS	19

INTRODUCTION

ABOUT THIS DOCUMENT

This document contains 2 sections, the Product Disclosure Statement (PDS) and the **Policy** Wording . The information contained in the PDS is designed to assist **You** in making an informed choice about **Your** insurance needs.

Section A - The Product Disclosure Statement sets out important information about **Your Policy**. It also contains information about how the **Premium** is calculated, **Our** dispute resolution process, the cooling off period, and other relevant information relating to this insurance.

Section B - Is the **Policy** Wording, which sets out all the terms, definitions, conditions, exclusions, features and benefits applicable to this insurance.

It is important that **You** read both Section A and Section B of this document carefully before applying for this insurance so that **You** understand the cover provided and its terms, conditions and exclusions.

DEFINITIONS

Apart from in the various headings, words appearing with a capital letter and in bold have specific meanings attached to them, such as "**You**" and "**Us**". When reading this document please make sure that **You** refer to the various definitions on page 19 to ensure that **You** understand what is being said.

Preparation Date: 24 April 2024

UPDATING THE PDS

Information in the PDS may need to be updated from time to time. **You** can request a copy of the updated information by contacting the **Administrator** using the contact details set out on page 6. **We** will send **You** a copy of the updated information upon **Your** request. **We** will issue a supplementary or replacement PDS if there is a materially adverse change or omission from this PDS.

SECTION A: PRODUCT DISCLOSURE STATEMENT

The information provided in this section includes high-level information about the **Policy** including **Your** duty of disclosure, privacy, how to make a claim, **Our** dispute resolution process and other relevant information. This section may also set out other information such as factors that affect the **Premium** cost and any cooling off rights.

The **Policy** will only be valid if **We** have issued **You** with a **Schedule**. The **Schedule** will confirm **Your** details, details of the **Eyewear**, the **Period of Insurance** and the **Excess** amount. The **Schedule** should be read with the **Policy** Wording.

The **Policy** Wording and **Schedule** form **Your** legal contract with **Us**, please keep them in a safe place for future reference. **You** should check the **Policy Schedule** when **You** receive it to ensure the details entered are correct.

ABOUT EYEWEAR PROTECTION INSURANCE

Eyewear Protection Insurance is designed to cover **You** for the cost associated with the repair or replacement of **Your Eyewear** in the event of **Accidental Damage** or **Theft**. Cover is provided subject to the terms, conditions and exclusions of the **Policy**.

The most **We** will pay for each and every claim to repair or replace **Your Eyewear** will not exceed the **Purchase Price** of **Your Eyewear** or \$2,500 whichever is the lower. **You** are responsible for the payment of the **Excess**.

Each pair of **Eyewear** purchased by **You** will require its own individual **Policy**. For example, if **You** have purchased 2 pairs of **Eyewear** or have received a second pair as part of a promotion each individual pair of **Eyewear** will require a separate **Policy**.

The level of **Excess** payable by **You** at the time of claim will depend on the **Purchase Price** of **Your Eyewear**:

1. **Eyewear** with a **Purchase Price** of \$499.99 (Inclusive of GST) or less requires **You** to pay an **Excess** of \$40.00.
2. **Eyewear** with a **Purchase Price** of \$500.00 (Inclusive of GST) or more requires **You** to pay an **Excess** of \$50.00.

You are responsible for the payment of the **Excess** to the **Retailer**. The **Excess** is payable on each and every claim authorised by the **Administrator**.

There are two **Periods of Insurance** available for **You** to select from, they are:

1. 12 Months Cover or
2. 24 Months Cover

Both options provide unlimited claims during the **Period of Insurance**, the maximum limit of liability for any one claim will not exceed the **Purchase Price** of **Your Eyewear**, the **Period of Insurance** and the **Excess** payable by **You** will be shown on the **Schedule**.

CLAIM EXAMPLES

1. Sophie purchased her **Eyewear** for a total price of \$650 including GST. After 3 months she accidentally sat on them damaging the frames and lenses. At the time of purchase, Sophie had opted to buy a 12-month **Eyewear Protection Policy** to protect against the cost of repair or replacement should the **Eyewear** be subject to **Accidental Damage or Theft**.

Possible Benefits	Payout
Sophie's Initial Purchase Price for her Eyewear	\$650
Excess payment to be paid by Sophie	\$50
Amount covered under her Policy	\$600

Sophie received a new pair of **Eyewear** identical to her original pair. The replacement **Eyewear** is now covered under her existing **Policy** for the remainder of the **Period of Insurance**.

2. Nathan purchased his **Eyewear** for a total price of \$480 including GST. After 15 months the **Eyewear** was stolen from his locked car with a number of other personal items. Nathan has notified the police and has a police report number. At the time of purchase, Nathan had opted to buy a 24-month **Eyewear Protection Policy** to protect against the cost of repair or replacement should the **Eyewear** be subject to **Accidental Damage or Theft**.

Possible Benefits	Payout
Nathan's Initial Purchase Price for his Eyewear	\$480
Excess payment to be made by Nathan	\$40
Amount covered under his Policy	\$440

Nathan received a new pair of **Eyewear** identical to his original pair. The replacement **Eyewear** is now covered under his existing **Policy** for the remainder of the **Period of Insurance**.

Eyewear Protection Insurance offers two (2) levels of coverage, 12 months or 24 months as set out in the **Policy Wording** (Part B).

Detailed information regarding **Eyewear Protection Insurance** including the terms, conditions, exclusions and limitations can be found in Part B of this document.

ABOUT PRORISK

Professional Risk Underwriting Pty Ltd (ABN: 80 103 953 073) (AFSL: 308076)(**ProRisk**) is an Australian underwriting agency and coverholder for certain Underwriters at Lloyd's of London (Lloyd's Underwriters). For more information about **ProRisk** visit www.prorisk.com.au

HOW TO CONTACT PRORISK

ProRisk can be contacted in writing, by phone or by email:

In Writing to: **ProRisk**, Level 2, 115 Bridge Road, Richmond, VIC, 3121
Email: enquiries@prorisk.com.au
Phone: 0800 698 852

THE INSURER

This **Policy** is issued and administered by Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("**ProRisk**"). on behalf of certain Underwriters at Lloyd's ("Lloyd's Underwriters"). The Lloyd's Underwriters are as specified in the agreement between the Underwriters and **ProRisk**, and details of the participating Underwriters will be provided to **You** upon request.

LLOYD'S OF LONDON

Lloyd's of London is the world's leading insurance market providing specialist insurance services in over 200 countries and territories. Together, the syndicates underwriting at Lloyd's form one of the largest commercial insurers in the world. Lloyd's Underwriters are authorised insurers in New Zealand. Lloyd's enjoys strong financial security supported by excellent ratings.

Visit www.lloyds.com for more information

DUTY OF DISCLOSURE

When **You** apply for insurance, **We** will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the **Policy** and the **Premium We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly and accurately.

The duty of disclosure applies anytime **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering **Our** questions:

Important: Please ensure that **You** take care when providing **Your** answers in response to **Our** questions in relation to **Your** insurance application. **You** should respond fully, honestly and accurately. If **You** do not, it may affect **Your** insurance cover.

When answering **Our** questions, please:

- Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;
- Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- Provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or adviser;
- Do not assume that **We** will contact anyone else for the information **We** are asking **You** for; and

- Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide **Us**, even if **You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor or someone else.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us**, **Your** broker or advisor immediately and **We** will let **You** know whether it has any impact on **Your** cover.

We may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application.

Your duty of disclosure applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

If **You** do not comply with **Your** duty

If **You** do not comply with **Your** duty, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, for example, **We** may:

- Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed.

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

CHANGES TO YOUR CIRCUMSTANCES

You must tell **Us** as soon as possible if circumstances occur, or if changes or alterations are intended or made to the information stated on **Your Schedule**.

PRIVACY

ProRisk is bound by the obligations of the Privacy Act 2020 regarding the collection, use, disclosure and handling of personal information.

Further information about the collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au The Privacy Policy contains information about how **You** may access or seek a correction of **Your** personal information and how they deal with privacy complaints

To obtain a hard copy of the **ProRisk** Privacy Policy, or to request access to or correction of or to update personal information, contact the Privacy Officer at **ProRisk**:

By email: enquiries@prorisk.com.au or In writing to:

ProRisk, Level 2, 115 Bridge Road, Richmond, VIC, Australia 3121

ProRisk collects personal information about **You** and about other individuals to enable us to provide **You** with relevant products and services, to assess **Your** application for insurance and, if a contract is entered, to enable **Us** to provide, administer, and manage the **Policy**, and to investigate and handle any claims under the **Policy**. **ProRisk** may disclose personal information we collect to third parties (who may be located in Australia, the United Kingdom and other countries outside New Zealand). These include lawyers, claims adjusters, and others appointed by **ProRisk** or Insurers to assist **Us** in providing relevant products and services. **We** may also disclose **Your** information to people listed as co-insured on the **Policy** and to **Your** agents. By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures.

If **You** do not provide all or part of the information required, we may not be able to provide **You** with **Our** products and services, consider **Your** application for insurance, administer the **Policy**, assess or handle claims under the **Policy**. **Your** duty of disclosure may require **You** to provide personal information to **Us**.

When **You** provide **Us** with personal information about other individuals, we rely upon **You** to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this Privacy Statement and the **ProRisk's** Privacy Policy and have consented to the disclosure.

FAIR INSURANCE CODE

The Insurance Council of New Zealand has developed the Fair Insurance Code ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's is a member of the Insurance Council of New Zealand and has adopted the Code. For further information on the code please visit www.icnz.org.nz.

COMPLAINTS HANDLING

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact in the first instance:

In Writing to: **ProRisk**, Level 2, 115 Bridge Road, Richmond, VIC, Australia 3121
Email: enquiries@prorisk.com.au
Phone: 0800 689 582

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's New Zealand who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's General Representative in New Zealand
Email: idrnz@lloyds.com
Telephone: +64 (4) 472 7570
Post: c/o Hazelton Law PO Box 5639 Wellington New Zealand

A final decision will be provided to **You** within 2 months of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Insurance Financial Services Ombudsman (IFSO), if **Your** complaint is not resolved to **Your** satisfaction within 2 months of the date on which **You** first made the complaint or at any time:

IFSO can be contacted as follows:

Telephone: 0800 888 202 or +64 (4) 499 7612

Email: info@ifso.nz

Post: PO Box 10-845, Wellington New Zealand

Website: www.ifso.nz

Your complaint must be referred to IFSO within 3 months of the final decision. If **Your** complaint is not eligible for consideration by IFSO, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

SERVICE OF SUIT

The **Underwriters** accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to New Zealand law and practice and the **Underwriters** will submit to the jurisdiction of any competent Court in New Zealand;
- ii. any summons notice or process to be served upon the **Underwriters** may be served upon:
Lloyd's General Representative in New Zealand
c/o Hazelton Law, Level 3, 101 Molesworth Street, PO Box 5639,
Wellington, New Zealand
who has authority to accept service on the **Underwriters'** behalf;
- iii. if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

GENERAL CONDITIONS

These general conditions apply to all sections of the PDS. There may be additional conditions set out under Section B - **Policy** Wording.

APPLYING FOR COVER

Should **You** wish to purchase **Eyewear** Protection Insurance please notify **Your Retailer**, subject to meeting the eligibility criteria, **You** will be issued with a **Schedule** providing confirmation of:

- a) **Your** name and address - for a minor, the coverage will be deemed to be provided to the parent or legal guardian of the minor;
- b) The **Period of Insurance**;
- c) The **Premium** (including government charges) that **You** have paid;
- d) The **Excess** applicable should **You** make a claim; and
- e) Where the **Eyewear** was purchased

ELIGIBILITY CRITERIA

You can apply for this **Policy** if:

- a) **You** are 16 years or over of age; and
- b) Have purchased **Your Eyewear** from a participating Luxottica Retail **Store**.

LOOKING AFTER YOUR EYEWEAR

- a) The **Eyewear** must be maintained and used in accordance with the manufacturer's user instructions;
- b) **You** are required to take all reasonable care to prevent damage to the **Eyewear**;

THE COST OF THIS POLICY

The **Premium** is the amount **We** charge **You** for this **Policy**. It includes the amount **We** have calculated to cover the costs of:

- a) Repairs / Replacements
- b) Administration and distribution costs,
- c) Government taxes and levies

The cost of the **Policy** will be confirmed prior to **Your** purchase and confirmed on the **Schedule**.

When calculating the **Premium**, **We** take a number of factors into account. These factors and the degree to which they affect the **Premium** will depend on:

The **Period of Insurance** **You** have selected. e.g. the longer the cover selected the greater the likelihood of claim, e.g. the frequency or number of claims is a determining factor in calculating the **Premium** cost;

The **Purchase Price** of the **Eyewear** which will influence the cost of claim, e.g. the cost of claims is a determining factor in calculating the **Premium** cost;

The type of incident and whether the **Eyewear** can be repaired or requires replacement e.g. for **Theft** claims **We** will be unable to complete a repair and the **Eyewear** will require replacing;

Distribution cost. e.g. the costs associated with the product research, development, packaging, marketing and distribution.

This is a single **Premium Policy**, that is, it provides cover for the specified **Period of Insurance** in exchange for a single payment.

The **Policy** is not renewable.

HOW TO MAKE A CLAIM

Should **You** need to make a claim under **Your Policy** please follow the claims process detailed on page 18, failure to follow the claims process may impact the level of cover provided or result in **Your** claim being declined.

All claims are required to be notified to the **Store** as soon as practically possible during the **Period of Insurance**.

For any enquiries regarding lodging a claim please phone: 1800 963 633 between the hours of 9am and 5pm Monday to Friday excluding public holidays.

COOLING-OFF INFORMATION

If **You** change **Your** mind and **You** have not made a claim under **Your Policy** **You** can cancel **Your Policy** in the first twenty-eight (28) days from the commencement date recorded on **Your Schedule**, referred to as the "Cooling off Period" and receive a full refund.

Please return to the **Store** of purchase for a full refund.

After the cooling off period ends, or if **You** have made a claim during the cooling off period, **You** still have cancellation rights. However, **We** may deduct certain amounts from any refund.

CANCELLING THE POLICY

HOW YOU MAY CANCEL YOUR POLICY

To cancel **Your Policy** after 28 days by contacting the **Administrator**:

By Post: **ProRisk**, Level 2, 115 Bridge Road, Richmond, VIC,
Australia 3121
Email: enquiries@prorisk.com.au
Phone: 0800 698 852

If **You** wish to submit **Your** cancellation request by post or by email, please quote **Your Policy** reference to assist in locating **Your Policy** details.

HOW WE MAY CANCEL YOUR POLICY

We may cancel **Your Policy** with immediate effect in any of the circumstances permitted by law by informing **You** in writing. These reasons include but are not limited to the following:

- a) where **You** fail to comply with the duty of utmost good faith;
- b) where **You** make a misrepresentation; or
- c) where **You** make a fraudulent claim.

We will give **You** notice of cancellation in person or send it to **Your** last known address as recorded under **Your Policy**. The cancellation will take effect from **Your** receipt of the notice.

WHEN THE POLICY ENDS

The **Policy** ends, and all benefits under the **Policy** cease on the earliest of any of the following:

- a) the expiry date shown on **Your Schedule**;
- b) the date **We** receive a written request from **You** to cancel **Your Policy**;
- c) the date written notice of termination it is delivered to **You** at **Your** address (including an electronic address) last known to **Us**.
- d) the **Premium** is not received.

REFUND OF PREMIUM

On cancellation of **Your Policy**, a refund of **Premium** will be paid to **You**. The **Premium** refund will be calculated based on the **Premium** paid less the following deductions:

- a) any authorised or paid claims made under **Your Policy**;
- b) the portion of the **Premium** for time on risk between the commencement date and the date of cancellation;
- c) any government taxes or duties (where these are not refundable under the applicable State legislation).
- d) An administration fee of \$10.00 applies to all cancellations requests made after the 28-day cooling off period. The administration fee will be deducted from **Your** refund amount.

Should the amount of deductions exceed **Premium** paid, **Your Policy** will be cancelled without refund.

PAYING YOUR PREMIUM

The ways **You** can pay **Your Premium**, and the frequency **You** can pay it, are described below:

- As a single **Premium** paid upfront when **You** purchase **Your Eyewear**.

If **We** do not receive **Your Premium** by the due date or **Your** payment is dishonoured and it remains unpaid for 14 days or more from the commencement date then this **Policy** will not operate and there will be no cover under this **Policy**.

NOTICES

Any notice **We** give **You** will be in writing, and it will be effective:

- a) If it is delivered to **You** personally; or
- b) It is delivered to **You** at **Your** address (including an electronic address) last known to **Us**.

It is important for **You** to tell **Us** of any change of address as soon as possible.

WHAT YOU ARE NOT COVERED FOR

There are certain times when **Your Policy** may not provide cover. Please ensure that **You** have read the "General Exclusions" for full details. **We** may also refuse to pay or may reduce the amount **We** pay for a claim:

- a) If **You** do not comply with the **Policy** terms and conditions;
- b) If **You** do not comply with **Your** duty of disclosure;
- c) If **You** or anyone acting on **Your** behalf makes a fraudulent claim.

PART B: POLICY WORDING

ABOUT EYEWEAR PROTECTION INSURANCE

Eyewear Protection Insurance is designed to cover **You** for the costs associated with the repair or replacement of **Your Eyewear** in the event of **Accidental Damage** or **Theft**, cover is provided subject to the terms, conditions and exclusions of this **Policy**. Before **You** purchase an **Eyewear** Protection Insurance **Policy**, **You** should:

- a) Read the PDS and **Schedule** in full to understand:
 - i. What is covered and what is not covered;
 - ii. The financial limitations to the benefits **We** provide including any **Excess** payable by **You**;
 - iii. The duration of the cover provided and when the cover will end
- b) This PDS contains information, which can help **You** decide whether to purchase the insurance. It is up to **You** to choose the **Period of Insurance** **You** need;
- c) Any advice contained in this document is of a general nature only and has not considered **Your** objectives, financial situation or needs. **You** should therefore consider the information provided having regard to **Your** personal circumstances before deciding whether to apply for **Eyewear** Protection Insurance;
- d) This insurance is not compulsory, and the **Retailer** cannot insist upon **You** taking out a **Policy** as a condition of providing **You** with **Your Eyewear**. **You** should also be aware that **You** can effect cover with an insurer of **Your** choice.

APPLYING FOR COVER

Should **You** wish to take out the **Eyewear** Protection Insurance please notify **Your Retailer**, should **You** meet all eligibility criteria, **You** will be issued with a **Schedule** confirming **Your** cover including the following information:

- a) **Your** name and address - for a minor, the coverage will be deemed to be provided to the parent or legal guardian of the minor;
- b) The **Period of Insurance**;
- c) The **Premium** (including government charges) that **You** have paid;
- d) The **Excess** applicable should **You** make a claim; and
- e) Where the **Eyewear** was purchased

WHAT IS COVERED

Should **Your Eyewear** suffer **Accidental Damage** or **Theft** during the **Period of Insurance**, **We** will cover the costs of repair or replacement of the **Eyewear** by an **Authorised Repairer** subject to the terms, conditions and exclusions detailed within the Product Disclosure Statement and **Policy** Wording.

There are two **Periods of Insurance** available for **You** to select from:

1. 12 Months Cover or
2. 24 Months Cover

The **Period of Insurance** selected by **You** will be shown on **Your Schedule**.

Not everything is covered by the **Policy**, the cover provided is subject to terms, conditions, exclusions and limitations. **You** need to carefully read:

Section A – Product Disclosure Statement;

Section B – **Policy** Wording together with **Your Schedule** to ensure **You** understand the level of cover provided and the **Period of Insurance** **You** have selected.

WHAT WE WILL PAY

During the **Period of Insurance**, the most **We** will pay for each and every claim will not exceed the **Purchase Price** (Inclusive of GST) of **Your Eyewear** or \$2,500 (two thousand five hundred dollars inclusive of GST) whichever is the lower, **You** are responsible for the payment of the **Excess** on each and every claim authorised by the **Administrator**.

The level of **Excess** payable by **You** will depend on **Purchase Price** of **Your Eyewear**:

1. **Eyewear** with a **Purchase Price** of \$499.99 or less requires **You** to pay an **Excess** of \$40.00.
2. **Eyewear** with a **Purchase Price** of \$500.00 or more requires **You** to pay an **Excess** of \$50.00.

The number of claims **You** can make during the **Period of Insurance** are unlimited, the **Purchase Price** of the **Eyewear**, **Period of Insurance** and the **Excess** payable by **You** will be shown on the **Schedule**.

If **Your Eyewear** is economically repairable, **We** will repair **Your Eyewear**, if **Your Eyewear** is beyond economical repair then **We** will at **Our** discretion replace it with **Eyewear** of an identical prescription, type and quality.

GENERAL EXCLUSIONS

We will not cover a claim caused by, or arising from or in connection with any of the following:

1. Any claim not reported to the **Administrator** during the **Period of Insurance**.
2. Any claim for **Theft** unless reported to the appropriate Police authorities as soon as practical.
3. **Theft** from an unattended vehicle unless the vehicle is fully locked and secured and there is evidence of violent or forcible entry to the vehicle has been used;
4. **Theft** from any premises unless there is evidence of violent or forcible entry to or exit from the premises;

5. **Theft** when left unattended in any public place, in or on any conveyance (unless cover is afforded within an unattended vehicle as provided for within exclusion 3 above), or where **You** have not exercised all reasonable due care and attention;
6. **Theft** or **Accidental Damage** where no actual known identifiable event can be attributed to causing the **Theft** or **Accidental Damage**.
7. Any claim where **You** are unable to return **Your** damaged **Eyewear** for repair, **You** are responsible for the delivery or the cost of delivery of **Your Eyewear** to the **Retailer** or replacement;
8. Any delivery cost for the return of **Your** repaired or replaced **Eyewear** to **You**;
9. Cosmetic damage where it does not affect the operation, function or safety of the **Eyewear**;
10. Any discolouration, wear and tear or gradual deterioration of the **Eyewear**, from whatever cause;
11. Any cleaning, adjustments or fittings of any **Eyewear**;
12. Any eye or vision testing;
13. The **Excess** payable by **You** (inclusive of GST);
14. Any consequential loss or damage arising from not being able to use **Your Eyewear** or otherwise incurred;
15. Any claim arising from fire;
16. Any repairs or alterations carried out persons not authorised by the **Administrator**;
17. Repair or replacement of the **Eyewear** due to a change in **Your** optical prescription or any other medical reason;
18. Any claim for accessories, additional equipment or decorative embellishments attached to **Your Eyewear**;
19. Any defect which is the subject of a manufacturer's recall, design fault, manufacturing defect or otherwise covered under a manufacturer's guarantee or warranty;
20. Any claim relating to physical loss of **Your Eyewear** not resulting from **Theft**;
21. Any claim for the total loss of use of **Your Eyewear** or the repair of **Your Eyewear** due solely to the non-availability of replacement or substitute parts. **We** will endeavour to supply the identical parts but if they are not available, **We** will consider the **Eyewear** uneconomical to repair and will replace them with an alternative or similar brand, type and value and of the same prescription;
22. Any claim where reasonable precautions have not been taken to protect **Your Eyewear** or **You** have failed to use or maintain the **Eyewear** in accordance with the manufacturer's user instructions;

23. Acts of Terrorism where such acts are directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with biological, chemical, or nuclear weapons, pollution or contamination.
24. Sanction Limitation and Exclusion Clause - Underwriters will not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
25. Radioactive Contamination Exclusion Clause - This **Policy** does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.
26. Biological or Chemical Materials Exclusion - It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
27. Any claim directly or indirectly caused by, happening through, in consequence of or contributed to by war (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

GENERAL CONDITIONS

These general conditions apply to all sections of this **Policy**. There may be additional conditions set out under the How To Make A Claim section of this PDS.

NOTICES

Any notice **We** give **You** will be in writing, and it will be effective:

- If it is delivered to **You** personally; or
- It is delivered to **You** at **Your** address (including an electronic address) last known to **Us**.

It is important for **You** to tell **Us** of any change of address as soon as possible.

TAXATION IMPLICATIONS

There may be other taxation implications affecting **You**, depending upon **Your** own circumstances.

- a) **You** are required to tell **Us** of any entitlement to an input tax credit. If **You** fail to do so, **You** may be liable to GST on any claim **We** pay.
- b) The **Policy** does not provide cover for any GST liability, or for any fine or penalty for which **You** become liable.

If in doubt **We** recommend that **You** seek professional advice.

HOW TO MAKE A CLAIM

To make an **Accidental Damage** claim, please visit any **Store** and they will assist **You** with the lodgment of **Your** claim. This will include taking photos of the **Accidental Damage** to the **Eyewear**.

To make a **Theft** claim, **You** can either visit the **Store** or call the **Store** and lodge **Your** claim. Please ensure **You** have reported the **Theft** to the police, and **You** have received a police incident number, as this will be required for the lodgment of **Your Theft** claim.

If **You** have any questions regarding the claims process, please:

Phone: 0800 689 852 between the hours of 9am and 5pm
Monday to Friday excluding public holidays or
Email: epclaims@insurance.com.au

We will not be responsible for any costs involved to repair or replace any **Eyewear** where **You** have failed to obtain prior approval from the **Administrator**.

HOW CLAIM ADMINISTRATION AND LEGAL PROCEEDINGS ARE UNDERTAKEN

When a claim is admitted under this **Policy**, **We** have the right at **Our** discretion, to exercise all the legal rights of **You** relating to the incident and to do so in **Your** name. **We** will take full control of the administration, conduct or settlement of the claim.

Before **We** will pay anything under this **Policy**, **You** must have complied with all the requirements of this section and provided **Us** or **Our Administrator** with all information and assistance that **We** or the **Administrator** have requested.

WHAT YOU MUST NOT DO

You must not provide false or misleading information, **We** may deny part or all of **Your** claim if **You** are not truthful and frank in any statement **You** make in connection with a claim, or if the claim is fraudulent or false in any respect.

WHAT WE DO

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If **We** do this, **We** will do it in **Your** name.

We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. **You** must co-operate by giving **Us** any statements, documents or assistance **We** require. This may include giving evidence in any legal proceedings.

WHAT CAN AFFECT A CLAIM

We may refuse to pay or reduce the amount **We** pay under a claim if **You** are in breach of **Your** duty of disclosure or any of the conditions of this **Policy**, including any endorsements noted on or attached to the **Schedule**.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- a) it is in any way fraudulent; or
- b) any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefits under this **Policy**.

INPUT TAX CREDIT ENTITLEMENT

You are required to tell **Us** of any entitlement to an input tax credit. If **You** fail to do so, **You** may be liable to GST on any claim **We** pay. The **Policy** does not provide cover for any GST liability, or for any fine or penalty for which **You** become liable.

SEVERAL LIABILITY NOTICE

The subscribing **Underwriters'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co-subscribing **Underwriters** who, for any reason, do not satisfy all or part of their obligations.

PRIVACY

As **Underwriters**, **We** limit the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer **Our** insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information **We** collect and how **We** use such information is set out in **Our** Privacy Statement, which is available online via <https://newlinegroup.com/privacy-statement/> (or in other formats upon request).

We will only disclose personal information in connection with the insurance cover **We** provide and to the extent required or permitted by law or regulation.

DEFINITIONS

Some key words and terms used in this PDS and **Policy** Wording have a special meaning and these words are defined below, wherever the words or terms appear they will be highlighted in bold with a capital letter.

Wherever the following words or terms are used in the **Policy**, they mean what is set out below:

Accidental Damage

Means a sudden and unforeseen event from **Your** point of view that causes damage to the **Eyewear** requiring repair or replacement.

Administrator

Means Professional Risk Underwriting Pty Ltd (**ProRisk**) appointed by **Us**.

Authorised Repairer

Means the **Retailer** appointed by the **Administrator** on **Our** behalf to carry out repairs or provide replacement **Eyewear** under the terms of the **Policy**.

Excess

Means the monetary amount recorded on the **Schedule** payable by **You** to the Authorised Repairer at the time of claim.

Eyewear

Means a single pair of prescription spectacles, lenses or prescription sunglasses purchased by **You** as new as recorded on **Your Schedule**.

Insured/You/Your

Means the person named in the **Schedule**. Where the **Eyewear** is purchased for a minor, the coverage under the **Policy** will be deemed to be provided to the parent or legal guardian of the minor.

Policy

Means **Your** insurance contract which consists of this **Product Disclosure Statement, Policy Wording** and the **Schedule**.

Premium

Means the monetary amount payable by **You** including government charges and levies in order to receive cover under **Your Policy**. The **Premium** paid will be confirmed on **Your Schedule**.

ProRisk

Means Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076

Purchase Price

Means the cost of the **Eyewear** including GST as recorded on the purchase receipt issued by the **Retailer** at time of purchase.

Period of Insurance

Means the period shown in the **Schedule** between the commencement date and end date.

Retailer

Means Luxottica Retail New Zealand Limited or its affiliates or franchisees who are authorised by **ProRisk** to sell **Eyewear** Protection Insurance.

Terrorism

Means an action, or threat of action, designed to influence a government or intimidate the public, for the purpose of advancing a political, religious, racial or ideological cause, if it: involves serious violence against a person or serious damage to property.

Theft

Means the dishonest removal of **Your Eyewear** by any third party with the intention of depriving **You** permanently of its possession.

Schedule

Means the written confirmation provided to **You** by **Us**, which provides confirmation of cover and the details of the cover provided to **You**.

Store

Means a participating retail **Store** operated by Luxottica Retail New Zealand Limited or its affiliates or franchisees.

We, Us, Our, Underwriters

Means certain Underwriters at Lloyd's participating in this **Policy**, each to the extent of its own participation only.

RATING

Lloyd's has an A (Excellent) Financial Strength Rating given by A.M. Best Company. As at the date of this **Policy** Wording, A.M. Best Company is an approved rating agency under section 62

of the Insurance (Prudential Supervision) Act 2010. The rating Scale is:

Secure	Vulnerable
A , A (Superior)	B, B- (Fair)
A, A- (Excellent)	C , C (Marginal)
B , B (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)