

**LOYAL INSURANCE SERVICES LTD – T/A “INSURE YOUR GLASSES”
CERTIFICATE OF SPECTACLE INSURANCE**

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract CAL002 to the Undersigned by the **Insurers**, and in consideration of the Premium, the **Insurers** are hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate.

In witness whereof this Certificate has been signed in London by



Mr P Kelsey
Director Citymain Administrators Ltd

1. THE INSURANCE

Accidental Damage

You are covered against the repair or replacement cost of **Your Spectacles** if they are accidentally damaged whilst in **Your** possession during the **Period of Insurance**. The Maximum **Limit of Liability** of the **Insurer** in respect of any one claim will be the replacement cost of the **Spectacles** and in any event shall not exceed the upper limit of the relevant price band.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this **Certificate**.

Administrator

Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX
Telephone number: 0844 875 1550

Insurer

This insurance is underwritten 100% by certain Lloyd’s syndicates managed by Jubilee Managing Agency Limited. Registered in England number 04434499. Registered Office: Jubilee Managing Agency Limited, Sidcup House, 12-18 Station Road, Sidcup Kent DA15 7EX. Jubilee Managing Agency Limited is authorised and regulated by the Financial Services Authority and is entered on their register under number 226696.

Limit of Liability

The **Insurer’s** maximum liability for any claim shall not exceed the maximum replacement value of **Your Spectacles** and in any event shall not exceed the upper limit of your price band. Should **Your** original **Spectacles** frame no longer be available, the **Insurer** will replace it with the nearest equivalent design. In the event of replacing both or an individual lens this will only be with a lens of the same prescription as the original **Spectacles**.

Period of Insurance

The Insurance commences at the time of purchase or renewal for a period of twelve months only, upon receipt of **Your** premium. The annual premium will be collected by the **Administrator** by Credit/Debit Card via Worldpay. The Insurance will be terminated immediately if the **Insurer** does not receive **Your** annual premium(s).

Proof of Purchase

The original purchase receipt provided at the point of sale that details the **Spectacles** purchased, or similar documentation that provides proof that **You** own the **Spectacles**.

Spectacles

The vision glasses purchased by **You** as new which is no more than 12 months old at the time of the initial purchase of this insurance, to **Your** prescription requirement, as specified in **Your** confirmation letter issued by the **Administrator** and as evidenced by relevant **Proof of Purchase**.

Territorial Limits

The United Kingdom and worldwide for a maximum of 30 days in any one year.

You/Your

The person, aged 16 or over, who has purchased spectacle insurance as described in this **Certificate**.

3. EXCLUSIONS

This **Certificate** does not cover:

1. The **Excess**, as per the table below:

Spectacle Purchase Price Band	Excess
£0 - £400.99	£25.00
£401 - £750	£50.00

- 2 Loss of the **Spectacles**.
- 3 Theft of the **Spectacles**.
- 4 Where **Proof of Purchase** cannot be provided.
- 5 Any claim arising from abuse, misuse or neglect.
- 6 Any damage caused whilst playing any sport.
- 7 Any claim where the **Spectacles** were more than 12 months old at the time of purchasing the insurance.
- 8 Cosmetic damage, scratching, chipping, discolouration, wear and tear or gradual deterioration of the **Spectacles**, from whatever cause
- 9 Routine maintenance, adjustment, modification, servicing or the refitting of a lens or lenses where there is no sign of associated damage.
- 10 Any defects for which the manufacturer or supplier is liable.
- 11 A claim resulting from repair or replacement carried out by anyone other than a repairer authorised by the **Administrator**.
- 12 For damage or destruction caused by or arising from any process of cleaning, restoration or alteration.
- 13 Replacement of the **Spectacles** due to a change in **Your** prescription.
- 14 The repair or replacement of any additional spectacles, other than those specified in **Your** confirmation letter issued by the **Administrator** and as evidenced by the relevant **Proof of Purchase**.
- 15 Accidental damage to the **Spectacles** whilst on loan to any third party.
- 16 Accidental damage to any additional equipment or accessories including but not limited to carrying cases.
- 17 Any damage caused by placing or using the **Spectacles** in a location or environment that is not in accordance with the manufacturer’s instructions.
- 18 Any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this **Certificate**.

4 GENERAL EXCLUSIONS

- 1 Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 2 Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3 Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 GENERAL CONDITIONS

Cancellation

You may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator**. Cover will terminate immediately on receipt of **Your** cancellation. A pro-rata refund will be calculated based on the remaining period of insurance, subject to no claim being made. The **Insurer** is entitled to cancel this insurance at any time by giving **You** not less than 30 days prior notice.

Auto Renewals

To make sure **You** have continuous cover under your policy we will automatically renew (auto renew) **Your** policy when it runs out, unless **You** advise us otherwise. **You** will be contacted up to 30 days before the renewal date of **Your** policy and we will tell you about any changes to the premium or the policy terms and conditions. If **You** do not want to auto renew **Your** policy, you just need to contact the **Administrator** on contact details provided in the renewal notice. If **You** do nothing then the renewal premium will be taken from the credit/debit card details provided at the time of the initial purchase. If the credit/debit card details have changed, **You** can contact the **Administrator** on 0844 875 1550 who will provide instructions on how you can amend the details. **You** can advise the **Administrator** about any changes to **Your** policy details or decide not to use the auto renew service at any time by calling 0844 875 1550.

Replacement Spectacles

Should **You** replace **Your Spectacles** with new **Spectacles** 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 **Spectacles**. An official purchase invoice showing details of the new **Spectacles** 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.

Reasonable Precautions

You are required to take all reasonable precautions at all times to protect the **Spectacles** against damage.

Fraud

If **You** make a claim, it may prejudice such claim if any information **You** supply is false, fraudulent or otherwise incorrect.

Claims

In the event of any incident which may give rise to a claim, **You** must follow the Claims Procedure detailed below.

Law

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law

CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate **Your** claim.

All Claims

Contact the **Administrator** on 0844 875 1550 within 48 hours of discovering the incident and give full details of the incident. **You** will be sent a claim form. Complete the claim form **FULLY** and return to the **Administrator** in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including:

- Excess payment
- Original **Proof of Purchase** and original eye test confirming **Your** prescription at the time **You** purchased the **Spectacles**
- Any other requested documentation.

In the event of a claim, please ensure that **You** retain all damaged parts, these will be required in support of **Your** claim.

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the replacement or repair of the **Spectacles** as appropriate.

YOUR STATUTORY RIGHT OF CANCELLATION

You have a right to cancel this insurance by giving notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the Administrator in writing at P O Box 116 Ryde PO33 2WX or by calling 0844 875 1550. If You do not exercise this right to cancel then Your rights and those of the Insurer to cancel this insurance cover thereafter are set out in Section 5 (GENERAL CONDITIONS) above.

DATA PROTECTION ACT 1998

It is understood by **You** that any information provided to the **Administrator** and the **Insurer** regarding **You** will be processed by the **Administrator** and the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

CLAIMS SERVICE

It is always the intention to provide **You** with a first class service when **You** make a claim. However, if **You** are not happy with the service please in the first instance write to the Managing Director of the **Administrator**. If **You** are not satisfied with the response **You** may then ask the Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London EC3M 7HA to review **Your** case and ultimately **You** may contact the Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall, London E14 9SR.

PREMIUMS AND CLAIMS – YOUR RIGHTS

When handling premium payments from **You** that are due to the **Insurers** and when handling any claim **You** make, the **Administrator** acts as an authorised agent of the **Insurers**. This means that when **You** pay a premium to the **Administrator** it is deemed to have been received by the **Insurers** and that any valid claim **You** make is not deemed to have been settled by the **Insurers** until **You** have actually received repaired or replacement Spectacles.

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if the **Insurers** become insolvent or are unable to meet their obligations. Further details are obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk/> or by phone at 020 7892 7300. Alternatively, **You** may write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London E1 8BN.

Citymain Administrators Limited and Loyal Insurance Services Limited are both authorised and regulated by the Financial Services Authority.