

Clarity 20/20 Glasses & Spectacle Insurance

PRODUCT DISCLOSURE STATEMENT

This PDS and Policy Wording were prepared on 15 September 2023

Part 1 - Product Disclosure Statement (PDS)

The PDS is designed to give you important information about your Policy and sets out the benefits, features and risks associated with the product, so that it can assist you to make a more informed decision before obtaining or purchasing the product. It is important that before you obtain or purchase this Policy you read and understand this PDS. Please ensure that you keep this PDS and Policy document, the Policy Certificate and your glasses itemised invoice/receipt in a safe place for future reference or evidence, as they form part of your Consumer Insurance Contract with the Insurer. This PDS and Policy Wording is provided by the Insurer.

Who is the Insurer for the Product?

The insurer is Virginia Surety Company, Inc. (the Insurer) ARBN 080 339 957, AFSL 245579, Level 2, 693 Burke Road, Camberwell VIC 3124, email vscau@assurant.com, Ph. 1300 654 665. The Insurer is part of Assurant, Inc. a global provider of risk management solutions.

Who does Clarity 2020 Pty Ltd act for?

Clarity 2020 Pty Ltd (Clarity) is an authorised representative of the Insurer. Clarity has an agreement with the Insurer with authority to issue, vary or cancel the Policy and deal with and process any claims on behalf of the Insurer. Clarity acts for the Insurer, and not on your behalf. Clarity receives a service fee from the Insurer when you purchase the Policy, details of which are provided in the Financial Services Guide (FSG), which Clarity must provide to you.

If you have a complaint about the insurance services you receive from Clarity, please contact the Clarity Complaints Manager in the first instance by emailing complaintsmanager@clarity2020.com.au.

If you are not satisfied with the way the complaint has been dealt with, you may be referred to the Insurer's Internal Dispute Resolution Panel. You can contact the Insurer's Internal Dispute Resolution Panel by email to customerfeedback@assurant.com or by phone on 1300 654 611. The Insurer will investigate the complaint and respond to you in writing once the Insurer has all the necessary information. The Insurer is a member of the Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme which handles disputes about general insurance services. If you are unsatisfied with the manner in which it handles your complaint, you are entitled to take your complaint to AFCA.

AFCA can be contacted by post at GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email info@afca.org.au. More information can be found on their website www.afca.org.au. You can access this scheme for free and any decision AFCA makes is binding on the Insurer but not on you.

Privacy - The information required from you and how the Insurer uses it

The Insurer is bound by the Privacy Act 1988. In order for the Insurer to provide you with insurance it needs to collect certain personal information about you. It collects personal information from you and its business partners and service providers in connection with the insurance. Collection of your personal information from business partners and service providers usually occurs at the point of sale of the insurance. If you do not provide this information your application may not be processed or, the Insurer or its service providers

may not be able to administer claims or handle inquiries in connection with the insurance. The purposes for which collection of your personal information are to provide the insurance, to handle inquiries about the insurance, for security checks to verify your identity, to administer claims and related, secondary or ancillary purposes. The personal information collected may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which the Insurer collects, as well as companies within the Assurant Group including its companies within the regions of Asia-Pacific, UK, USA and South Africa. In accordance with the Insurer's Privacy Policy you have rights of access to, and correction of, your personal information upon request. You also have the right to complain about the Insurer's management of your personal information, which is also detailed in its Privacy Policy. If you would like a copy of its Privacy Policy, would like access to the information it has about you or wish to make a complaint, please contact the Insurer's Privacy Officer on 1300 654 611 or visit <https://www.assurant.com.au/privacy-policy> . By applying for the insurance, you consent to the Insurer managing your information in accordance with its Privacy Policy.

The information provided by you to Clarity will be held by Clarity in accordance with its Privacy Policy which is available from the Clarity website.

Your Duty of Reasonable Care

You have a duty to take reasonable care not to make a misrepresentation.

What you must tell us and why: When entering into a policy of insurance with the Insurer you must answer all questions truthfully and you have a duty under law to tell the Insurer anything known to you and which a reasonable person in the circumstances would include in response to the questions. You have this duty until the Insurer agrees to insure you. The Insurer will use your answers to decide whether or not to insure you and anyone else named on the Policy, and on what terms the insurance will be provided. It is important that you understand you are answering questions for yourself and those answers will affect anyone else you want to be covered by the Policy. You have the same duty to disclose this information to the Insurer before you vary the policy.

Non-disclosure: If you do not answer the questions with reasonable care not to misrepresent, the Insurer may reduce or refuse to pay a claim, or cancel the Policy. If you answer the questions fraudulently, the Insurer may refuse to pay a claim and treat the Policy as never having existed.

Features and Benefits - What the Insurer Will Pay

The Insurer will pay for the cost of repair or replacement of your glasses in the event of accidental damage, vandalism or theft, subject to the terms and conditions of the Policy. The Policy terms are contained in Part 2 of this PDS.

The maximum amount the Insurer will pay to repair your glasses per claim or to replace your glasses is the purchase price of your glasses as evidenced on your original itemised invoice/receipt. If repairing your glasses is economically viable the Insurer will repair your glasses. If your glasses are beyond economical repair, the Insurer will at its discretion replace them with glasses of identical prescription, type and quality. If an identical pair is not available, then the Insurer will at its discretion replace them with a pair of glasses of comparable specification or prescription up to the same value. If your glasses are replaced as a result of a total loss (whether it be an uneconomical repair or theft), this Policy expires, and you will need to purchase a new Policy to cover the new glasses.

Significant Features

Other significant features of your Policy can be found by referring to the Policy wording in Part 2 of this PDS.

Policy Exclusions

The Policy does not cover glasses with an original purchase price exceeding \$999.00 and having being purchased no more than three months prior to the start date of the Policy. The Policy only provides cover in respect of one (1) pair of glasses. To cover two (2) or more pairs of glasses, you will need to purchase a separate Policy for each pair.

The Insurer's liability under this Policy is excluded in certain circumstances, including but not limited to:

- deliberate damage, losing, misplacing or negligent care;
- fire, lightning or thunderbolt, earthquake, subterranean fire, or volcanic eruption;
- theft from any convertible motor vehicle where the roof is not closed in a secure position;
- exposure to direct/indirect heat or UV light;
- contact with chemicals;
- changes to your prescription;
- design faults or defects;
- damage whilst engaged in paid or professional sport;
- total loss due to boating, fishing, water sports, or skiing activities;
- where the glasses were left on a motorcycle, motor vehicle roof, bonnet or boot, or in some cases a convertible motor vehicle;
- damage caused whilst in handbags, schoolbags, backpacks, satchels, suitcases or luggage and alike if not stored within a suitable glasses case;
- delamination;
- scratching or damage caused by incorrect cleaning;
- war risks, terrorism, sonic boom and nuclear radiation; or
- normal wear and tear.

You should refer to the Policy wording in Part 2 of this PDS for a full list and details of the exclusions that apply.

Period of Cover

The Policy commences on the Date of Commencement as shown on the Policy Certificate, which is the date of purchase of the Policy. The Policy period is twelve (12) months. The period will be shown on the Policy Certificate.

A thirty (30) day waiting period applies commencing on the Date of Commencement (Waiting Period). No claimable event relating to accidental damage or theft to or of your insured glasses during the Waiting Period is eligible under the Policy if a dated photograph of such insured glasses, taken no earlier than the Date of Commencement and showing that they are not in a damaged condition and that they are in your possession and control as applicable has not been uploaded by you at www.clarity2020claims.com.au during the Waiting Period.

What is the Cost?

The Policy premium is calculated taking into account the purchase price of your glasses. The premium includes all Government charges, taxes and GST. The Policy premium payable, and the taxes and charges, will be shown on the Policy Certificate.

The amount of premium payable by you will be calculated and notified to you before you purchase the Policy.

You will also be required to pay an excess fee of \$45 on each successful repair claim.

The excess fee increases to \$100 if the claim is a total loss either due to your glasses being stolen or damaged beyond economic repair no matter when during the period of cover the claim occurs.

How to Make a Claim

If during the Policy period your glasses are stolen, vandalised or damaged by an event covered by this Policy, you should, within seven (7) days, or as soon as reasonably possible, to allow the claim to be investigated properly, lodge a claim online at www.clarity2020claims.com.au . You will require your Policy Certificate number to lodge your claim.

You must give Clarity the opportunity to assess the claim. Provided your claim is valid, an authorisation to repair or replace your glasses will be provided. Instructions will be provided on what to do and if required where to go to have your glasses repaired or replaced.

In the event of theft, you must report the theft to the police within 24 hours, or as soon as reasonably possible, on your discovery of such theft. You will be required to provide us with a copy of the police report.

All repairs or replacements must be approved by Clarity prior to any repairs or replacements being undertaken. Any repairs or replacements commenced without the prior approval of Clarity will not be covered by this Policy.

You will also be required to pay the excess fee on each successful claim as detailed in the 'What is the Cost?' section of this PDS.

What should I do if I have a complaint?

Any enquiry or complaint relating to this Policy including a decision about a claim should be referred to the Clarity Complaints Manager in the first instance by emailing complaintsmanager@clarity2020.com.au .

If this does not resolve the matter, or you are not satisfied with the way a complaint has been dealt with, the matter may be referred to the Insurer's Internal Dispute Resolution Panel for investigation and adjudication. You can contact the Insurer's Internal Dispute Resolution Panel:

By Email to: customerfeedback@assurant.com

By Phone on: 1300 654 611

The Insurer will respond to your complaint in writing once it has all the necessary information. If you are unhappy with the Insurer's decision, you may refer your dispute to the Australian Financial Complaints Authority (AFCA)). There is no charge for this service, and a decision of AFCA is binding on the Insurer but not on you.

AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email info@afca.org.au. More information can be found on their website www.afca.org.au. This is a free service.

Cancellation

Cooling Off Period

If you cancel this Policy within thirty (30) days of its purchase, the Insurer will refund the Policy premium that you have paid into your nominated bank account less any taxes or duties that cannot be recovered,

unless a claim for something that happened prior to cancellation has been paid, in which case the Insurer will not provide any refund. Nor is a refund of premium payable if the pro-rata amount is less than \$10.00.

By You

You may cancel this Policy any time online at www.clarity2020cancel.com.au , or by calling Clarity on 1300 10 20 20 to request a cancellation. You will be entitled to a pro-rata premium refund, reflecting the remaining period of cover. No refund of the premium is payable if a claim for something that happened prior to cancellation has been paid on the Policy.

By Us

The Insurer may only cancel your Policy if you:

- a) make a misrepresentation to the Insurer when entering into your Policy; or
- b) fail to comply with the duty of reasonable care or the duty of utmost good faith; or
- c) fail to comply with a provision or condition of the Policy; or
- d) make or attempt to make a fraudulent claim under this or any other insurance policy.

If the Insurer cancels your Policy, Clarity will give written notice to you by email to your last known email address. You will be entitled to a premium refund for the remaining period, unless a claim for something that happened prior to cancellation has been paid on the Policy, in which case the Insurer will not provide any refund. Nor is a refund of premium payable if the pro-rata amount is less than \$10.00.

Financial Claims Scheme

If the Insurer becomes insolvent, this Policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if you meet certain eligibility criteria you may receive payment under the scheme. For more information please refer to the following website <http://www.apra.gov.au>.

Subrogation

When the Insurer pays a claim under the Policy, it has the right to take over and enforce any right you may have to recover the loss from another party. The Insurer may do this in your name and you have an obligation to assist them as required.

The General Insurance Code of Practice

The Insurer adheres to the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. If you would like a copy of the Code or if you want more information about the Code or the CGC you can visit www.codeofpractice.com.au.

Part 2 - Policy Wording - Clarity 20/20 Glasses & Spectacle Insurance Policy

This Clarity 20/20 Glasses & Spectacle Insurance Policy is only available for adult prescription glasses purchased no earlier than three months before commencement of the **Policy** cover on **your glasses** purchased in Australia for no more than \$999.00. **You** must be eighteen (18) years or older. **You** will need the itemised invoice/receipt for **your glasses** when making a claim.

Words with specific meaning

Whenever the following words appear in these terms and conditions, they always have the meaning specified below. These words appear in **bold** and black. Other words or phrases will have the usual meaning they have in the English language.

Accidental damage: physical damage to **your glasses** (excluding normal wear and tear) caused by an accident or a detrimental event.

Delamination: separation along a plane parallel to a surface, as in the separation of a coating from a lens or the layers of a coating from each other, or acetates in the case of glasses frames, a horizontal splitting, cracking, or separation.

Excess fee: the amount **you** must pay to Clarity for the repair or replacement of **your glasses** in the event of any claim being made under **this Policy**. This amount is specified in the 'What is the cost?' section of the PDS.

Product Disclosure Statement: these terms and conditions.

Period of cover: the period commencing on the date **you** purchase **this Policy** and ending twelve (12) months from that date, as detailed in the **Policy Certificate**.

Policy Certificate: the certificate issued by Clarity when **you** purchase **this Policy**.

Scratch:

- markings on the lens, or lenses or lens coatings as a result of light scratches, nicks, scuffs, scores, rubbing, or grazing: or
- damage as a result of being left in contact with any surface that can scratch the lenses: or
- negligent care or neglect.

Swirl: damage as a result of glasses being cleaned with a cloth that is not specified for the use of cleaning optical lenses.

Theft: dishonest appropriation of **your glasses** by another party with the intention of permanently depriving **you** of **your glasses**. Theft excludes lost or misplaced **glasses**.

Vandalism: wilful or malicious destruction or defacement to **your glasses**.

We, us, our: the Insurer, Virginia Surety Company, Inc. ARBN 080 339 957, AFSL 245579.

You, your: the person who has purchased the glasses and this Policy.

Your glasses: the single pair of adult prescription glasses, or prescription sunglasses, (including the frame) as described on the **Policy Certificate** but excluding non-prescription sunglasses and safety glasses.

Your Policy, this Policy: the terms and conditions of insurance set out in **this Policy, the Product Disclosure Statement** and the **Policy Certificate**.

What we cover:

In return for the premium paid, **we** will provide cover for **your glasses** during the **period of cover** subject to the terms and conditions and the exclusions set out below. The maximum amount **we** will pay is the invoice cost of **your glasses** inclusive of GST.

We will cover **accidental damage, vandalism** or **theft** of **your glasses** during the **period of cover** by paying for:

- repair costs if **your glasses** are damaged as a result of **accidental damage** or **vandalism**; or
- replacing **your glasses** with an identical pair of glasses in the event:
 - that **your glasses** cannot be repaired; or
 - of **theft**.
- repairs that are not already covered by the manufacturer's guarantee, unless otherwise excluded under **this Policy**.

Should an identical pair of glasses not be available, **we** will at **our** sole discretion, replace them with a pair of glasses of comparable specification or prescription up to the same value as **your glasses**.

In the event of **accidental damage, vandalism** or **theft**, the cover **we** provide includes:

- refitting of lenses to **your glasses**, in the event of a lens/lenses becoming separated from **your glasses**: and
- worldwide cover up to sixty (60) days in anyone (1) trip or journey away from **your** usual place of residence.

If **your glasses** were purchased as part of a second pair promotion, **we** will only provide cover for the second pair if **you** have purchased two (2) Clarity 20/20 Glasses Insurance Policies. **Your** second pair of glasses on a second pair promotion will be covered for repair or replacement up to the amount shown on the invoice for those glasses.

A thirty (30) day waiting period applies commencing on the Date of Commencement (Waiting Period). No claimable event relating to **accidental damage** or **theft** to or of **your glasses** during the Waiting Period is eligible under the Policy if a dated photograph of **your glasses**, taken no earlier than the Date of Commencement and showing that they are not in a damaged condition and that they are in your possession and control as applicable has not been uploaded by **you** at www.clarity2020claims.com.au during the Waiting Period.

What we don't cover:

We will not pay for:

- A claimable event within the first thirty (30) days of the Date of Commencement if a dated photograph of **your glasses** showing that they are not damaged has not been uploaded within the Waiting Period; or
- Repair or replacement of **your glasses** caused by or due to:
 - deliberate damage by **you** or an immediate family member to **your glasses**; or
 - negligent care or neglect or not taking reasonable care of **your glasses**; or
 - losing/misplacing **your glasses** or damage caused by fire, lightning or thunderbolt, earthquake, subterranean fire, or volcanic eruption; or

- **theft** from any convertible motor vehicle where the roof is not closed in a secure position; or
- ultraviolet exposure (U.V.), disintegration as a result of direct or indirect U.V. light; or
- contact with chemicals, such as sun creams/screens, hair sprays/products and perfumes; or
- repair or attempted repairs carried out by anyone who is not authorised by **us**; or
- Any costs associated with or in connection with any change in **your** optical description or prescription; or
- Repair or replacement of altered prescription lenses if you have not advised us of the new prescription lenses; or
- Any costs of work carried out by persons other than authorised by **us** to do so; or
- Costs due to or in connection to an inherent design fault, a manufacturer's defect or recall; or
- Any cost of repairs where the damaged parts are not returned; or
- Any loss over and above the cost of **your glasses**; or
- Damage whilst engaged in paid or professional sport; or
- Total loss as a result of boating, fishing, water sports, or skiing activities ; or
- Loss or damage if or whilst **your glasses** were left on a motorcycle, motor vehicle roof, bonnet or boot; or
- Damage caused whilst in handbags, schoolbags, backpacks, satchels, suitcases or luggage and alike if **your glasses** were not stored within a suitable glasses case; or
- **Delamination**; or
- **Scratch** or **swirl** or everyday wear; or
- War risks, terrorism, sonic boom and nuclear radiation; or
- The amount of any **excess fee**; or
- Any costs or payments recoverable from any party, under the terms of any other guarantee, or non-insurance warranty; or
- Any theft not reported to the police.

Conditions

- **This policy** is governed by the law of Victoria and is subject to the exclusive jurisdiction of the courts of Victoria.
- The original itemised invoice/receipt together with the **policy certificate** and this **PDS** act as proof of purchase for both **your glasses** and the **policy**.
- **We** may cancel **this policy** in any of the relevant circumstances set out in the Insurance Contracts Act 1984 (as amended).
- **This policy** cannot be transferred to another person or persons.
- If **you** receive a replacement pair of glasses because repairing **your glasses** is considered to be uneconomical or not possible, **we** may, at **our** sole discretion, take possession of the damaged glasses and dispose of them accordingly.
- **This policy** automatically terminates upon the earlier of the expiry of the **period of cover**.
- If **your glasses** become subject to a total loss claim (requiring full replacement) and if **your glasses** are replaced as a result of a total loss a new **policy** will be required to cover the replacement glasses.
- In the event of **theft of your glasses**, **you** must report the **theft** to the police within 24 hours, or as soon as reasonably possible, on **your** discovery of such **theft**.

Specific Policy limitations

Excess Fees: In the event of a repair, an **excess fee** of \$45 will be levied by Clarity following acceptance of **your** claim.

The **excess fee** increases to \$100 if the claim is a total loss either due to **your glasses** being stolen or damaged beyond economic repair no matter when during the **Period of cover** the claim occurs.

The **excess fee** is not covered by **this policy** and will be required to be paid prior to the release of **your glasses**.

A thirty (30) day waiting period applies commencing on the Date of Commencement (Waiting Period). No claimable event relating to **accidental damage** or **theft** to or of **your glasses** during the Waiting Period is eligible under the Policy if a dated photograph of **your glasses**, taken no earlier than the Date of Commencement and showing that they are not in a damaged condition and that they are in your possession and control as applicable has not been uploaded by **you** at www.clarity2020claims.com.au during the Waiting Period.

Clarity 2020 Pty Ltd

Clarity 20/20 Glasses & Spectacle Insurance

ABN 52 609 152 847 Corporate Authorised Representative Number 001256518

Authorised Representative of Virginia Surety Company, Inc. ARBN 080 339 957 AFSL 245579