instrumentarium

Insurance conditions for your spectacles insurance

1. What is covered by your policy, and what is not insured?

1.1 What is insured?

Complete spectacles (frames and lenses) or new lenses which are fitted into existing frames can be insured with the policy. Consumers can make use of a campaign or offer available at the time of purchasing the spectacles and pay a lower price for their spectacles accordingly – however, the insurance premium is always determined on the basis of the normal gross price (total price exclusive of any reductions). The insurance is specific to a pair of spectacles, i.e. an insurance policy always covers only one pair of spectacles. A pair of free spectacles offered as a give-away can also be insured – the premium is determined on the basis of the normal gross price of the spectacles. The insurance policy must be concluded simultaneously when purchasing the spectacles or when the spectacles are handed over to you, at the latest. The insurance cannot be taken afterwards. The insurance is in force for a period of two years from the conclusion of the insurance policy and is subject to the following terms and conditions depending on the insured event:

Insurance cover is provided for the following:

a) Damage due to scratching, breakage,
b) Loss or disappearance, e.g. due to theft, robbery or blackmail

An event set out in section 1.1.a) will not terminate the insurance, but the insurance will continue to be in force until the end of its term. A new claim for compensation can be made under the same insurance. Losses as defined under section 1.1.b) will be reimbursed, but the validity of the insurance will be terminated as a result.

1.2 Which benefits are covered?

The payment of the claim will be made exclusively through the replacement of the spectacles or a part thereof. No claims will be paid out in cash. The insurance will cover the costs for the proper repair of the insured parts of the spectacles with replacement parts of the same type and quality, and lenses of the same optical strength, always primarily using replacement parts of the relevant manufacturer wherever possible. An insurance claim can be made at any store within the chain that provided the insurance.

The payment of the claim will be determined on the basis of the normal gross price of the reimbursed product or part. The deductible is payable by you depending on the type of the event in the following manner:

In case of damage to the property as defined under section 1.1.a),

- You will pay a 25% deductible from the normal gross price of the replacing product or part. If the price of the replacing product or part exceeds the insured amount, you will also pay the difference of these two sums.
- The insurance covers 75% of the price of the replacing product or part, however not exceeding 75% of the insured amount.
- Defective parts must remain with the store that provided the insurance following reimbursement.

In case of loss or disappearance of the spectacles as defined under section 1.1.b),

- The insurance covers new spectacles that correspond to the lost spectacles as to their type and quality.
- You will pay a 50% deductible of the normal gross price of the replacing product. If the price of the replacing product exceeds the insured amount, you will also pay the difference of these two sums.
- The insurance covers 50% of the normal gross price of the replacing product, however not exceeding 50% of the insured amount.

1.3 What does the insurance not cover?

The insurance does not cover:

- Damage due to normal wear and tear,
- Consequential damages of all types (e.g. injuries suffered by you due to breakage of the lenses, etc.)
- Deliberate damage,
- Services offered by the store that provided your insurance (e.g. checking of the frames and lenses, checking of the correct seating and adjustment, tightening, replacements and securing of screws, oiling of hinges),
- Damage reimbursed under your legal guarantee rights, a manufacturer's guarantee or by the store that provided the insurance
- Frames, if new lenses have been fitted into existing frames, and only the lenses are insured.
- Damage caused by fire (e.g. spectacles destroyed in a building fire)
- Loss due to gross negligence.

Embargo provision
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

2. What must you do in the event of a claim?

2.1 Claims arising from the insurance contract must be submitted to the insurer within one year. The time limit begins to run on the date on which you become aware of the validity of the insurance policy, the occurrence of the insured event, and the loss or damage resulting from that event. You may submit your claim at any store within the retail chain that sold the insurance. We recommend that you make the report in the store where you purchased the spectacles. You must present a signed confirmation of the validity of the insurance, proof of purchase and prescription for the spectacles.

In the event of theft, robbery or blackmail, you must make a report to the nearest police station, and deliver a copy of the report to the store that provided the insurance.

2.2 You must provide accurate and complete information with regard to the cause and extent of the damage.

2.3 If you neglect your obligations under section 2.1 or 2.2, you will only receive benefits, if your behaviour has had no effect on the establishment of the claim or the determination or extent of the payment to be made.

3. When does the insurance cover begin?

The insurance enters into force upon purchase of the spectacles, provided that the insurance policy has been concluded simultaneously with the purchase of the spectacles or new lenses and the one-off premium is paid.

4. How long does the insurance cover last?

If the property is damaged or broken in accordance with section 1.1.a), the maximum amount of payment or the maximum number of payments by the insurer are unlimited during the term of insurance (two years). Insurance damage refers to an event which causes damages which can be reimbursed under this policy. The total of damages which can be attributed to a single event which caused the damages is regarded as the only insurance damage. The insurance ends at the latest two years after the start of the insurance. The insurance expires in case of loss as defined under section 1.1.b). The replaced products cannot be insured by the same insurance policy, but a new insurance policy must be purchased for them.

You are entitled to terminate the insurance contract at any time during the insurance period. Notice of such termination shall be given in writing. Upon termination, the premium will be returned in respect to the terminated period, unless the amount to be returned is less than EUR 8.00. After the notice, the insurance policy cannot be restored.

5. Establishment of the premium and payment

5.1 The premium depends on the normal gross price of the insured property (complete spectacles or lenses). This is specified overleaf, and already includes insurance tax.

5.2 The premium is due as a one-off payment on conclusion of the insurance policy.

6. What law and venue are applicable to your insurance?

6.1 This insurance policy is subject to Finnish law.

6.2 In the event of any dispute arising from this insurance policy, the exclusive place of jurisdiction is the court responsible for the customer's place of residence.

7. Who is your contact partner?

7.1 This insurance is taken out with ERGO Direkt Versicherung AG, Karl-Martell-Straße 60, D-90344 Nürnberg, Germany. This company is subject to the supervision of the "Bundesanstalt für Finanzdienstleistungsaufsicht" – Insurance Department, Graurheindorfer Straße 108, D-53117 Bonn, Germany. The Company is registered in local district law Fürth/Bay., Germany with registration no HRB 2934.

Any notification relating to this insurance policy is deemed to have been properly made if it is directed by e-mail to ERGO Direkt Versicherung AG at infofinland@ergo.de.

7.2 In case of questions regarding your insurance or if you wish to cancel your insurance or make a claim within 30 days from the beginning of your insurance, you can also refer to the store that provided your insurance.

7.3 In the event of further questions, e.g. on the extent of insurance coverage, please contact Stallsråd Oy Ab, Evitskogintie 32,02520 Lapinkylä, Finland, phone:+358400816152, as the authorised contact partner of ERGO Direkt Versicherung AG.

8. Information on data protection

ERGO Direkt Versicherung AG processes your personal data in compliance with the requirements of the relevant laws (EUDSGVO1, BDSG2, etc.) and the industry's Code of Conduct. These requirements apply to the conclusion and servicing of your insurance. They also apply in order to fulfil regulatory requirements. In this context, your data is stored in our systems. They are subject to retention periods stipulated by law (up to ten years). In accordance with these time periods, the 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 are entitled to object to the future processing of your personal data. You also have the right to apply for the deletion of this data and to obtain information on the processing and storage of your data.
You can easily request additional information by e-mail at infofinland@ergo.de or by fax on 0049 / 911 148 2046. We would be happy to send you this information.

*Can be found under ergo.de/datenschutz-en

1EUDSGVO: EU General Data Protection Regulation
2BDSG: German Federal Data Protection Law

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