

**We, the administrator or the retailer from whom you purchased the product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.**

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the “To Obtain Service” provision below.**

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**Obligor:** The company obligated under this Plan in the District of Columbia and all states except Florida, is **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882.

**Definitions:** Throughout this Plan the words **(1)** “we,” “us,” and “our”: refer to the company obligated under this Plan, as referenced in the Obligor section above; **(2)** “administrator”: refers to (i) Asurion Services, LLC in the District of Columbia and all states, except Florida; and (ii) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; **(3)** “retailer”: refers to the retailer from which you purchased the product and this Plan; **(4)** “breakdown”: refers to the failure of the product caused by: (a) defects in workmanship and/or materials, (b) normal wear and tear, and (c) unintentional and accidental damage from handling (“ADH”) as a result of normal use, such as a cracked or scratched lens or cracked frames; **(5)** “product”: refers to the eyewear which you purchased concurrently with this Plan or, if you purchased an unlimited repair or unlimited replacement plan, also refers to a replacement product provided by this Plan; **(6)** “you” and “your”: refers to the individual who purchased the product and this Plan; **(7)** “co-pay”: refers to the amount of money you are required to pay the retailer and as set forth in the “Co-Pay” section of this Plan; and **(8)** “replacement product” refers to **A PRODUCT OF EQUAL OR SIMILAR FEATURES THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

**Instructions:** You must keep this Plan and the sales receipt or order confirmation email for this product; they are integral parts of this Plan and you may be required to reference them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the sales receipt or order confirmation email containing the terms of this Plan, and commencement date and product identification constitute the entire agreement between you and us.

**What is Covered:** This Plan covers parts and labor costs to repair or replace your covered product in the event the covered product experiences a breakdown which is not covered under any insurance policy, manufacturer’s warranty, or other service contract. We will repair or replace the covered product, at our discretion, when required due to a breakdown. Plan coverage also includes but is not limited to the following breakdowns due to defects in materials and/or workmanship or normal wear and tear: frame warping or bending, breakdowns caused by defective loose components and missing parts, such as lenses. If we determine the product cannot be repaired, we may replace your product with a replacement product of like kind and quality that performs to the factory specifications of the original product, or at our discretion, we may issue you a check for the original purchase price of the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable. There may be a co-pay, see the “Co-Pay” section below for more information. At our sole discretion, we may require that you return the covered product to us as a condition of receiving a replacement product.

**Term of Coverage:** The term and coverage of your Plan commences on the date of purchase of the covered product and continues for the period indicated on the sales receipt or order confirmation email. The Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. The term of this Plan will be extended an additional two (2) weeks to accommodate for the preparation of your covered product. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**To Obtain Service:** If your product experiences a breakdown, return it to any participating Oakley location for repair. If you purchased your product and this plan online or If you have moved or are unable to return the product to the retailer, call customer service twenty-four (24) hours a day, seven (7) days a week, 365 days per year at 800-403-7449 for instructions on obtaining service for your product. You are responsible for delivery or the cost of delivery of your covered product to the authorized service center for repair or replacement, per our instructions. Please have your Plan and sales receipt or order confirmation email handy and be prepared to tell us which covered product needs service and the nature of the problem. **All repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered. Service under this Plan may void your manufacturer's warranty.** Foreign language assistance is available for your convenience. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. All claims must be reported within thirty (30) days after expiration of this Plan. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation in the presentation of a claim including but not limited to filing a claim for a product not belonging to you, may result in claim denial and/or cancellation of this Plan as set forth in Cancellation section.

**Deductible:** There is no deductible for this Plan; however, there may be a co-pay. Please refer to the Co-Pay section for more details.

**Co-Pay:** If your product requires the following services, the retailer will collect the applicable co-pay amount from you based on the service you receive:

**If you purchased an Unlimited Repair plan for prescription eyewear the following co-pay applies:**

- Frame service = \$30;
- Lens service = \$30;
- Eyewear (Frames and Lens) service = \$60

**Repairs such as screw replacement, screw tightening and nose pad replacement will not incur a co-pay**

**If you purchased an Unlimited Replacement plan for sunglasses the following co-pay applies:**

- Sunglasses Replacement = \$60

**If you purchased a Single Replacement plan for sunglasses the following co-pay applies:**

- Sunglasses Replacement = \$40

**Transfer:** This Plan is non-transferable.

**Renewal:** This Plan is renewable at our discretion.

**If you purchased a single replacement plan:**

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) the total of authorized repairs performed, up to the purchase price, excluding sales tax, of the product; (2) replacement with a replacement product; (3) reimbursement for authorized repairs or replacement of the product; or (4) the purchase price that you paid for the product, excluding sales tax. The total limit of liability under this Plan is: (a) reimbursement of the purchase price you paid for the product, excluding sales tax; (b) the total of all authorized repairs up to the purchase price paid for the product, excluding sales tax; or (c) replacement of the product with a replacement product. If we have met any of the above conditions (a), (b), or (c), we have satisfied all of our obligations under this Plan and this Plan will terminate.

**If you purchased an unlimited replacement or unlimited repair plan:**

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) the total of authorized repairs performed, up to the purchase price, excluding sales tax, of the product; (2) replacement with a replacement product; (3) reimbursement for authorized repairs or replacement of the product; or (4) the purchase price that you paid for the product, excluding sales tax. For the term of this Plan, you are eligible for unlimited breakdown claims and there is no total limit of liability.

**WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS, LOSS OF**

**BUSINESS, LOSS OF PROFITS, DOWN-TIME AND CHARGES FOR TIME AND EFFORT, DAMAGE, DISCLOSURE OR LOSS OF ANY DATA, SOFTWARE OR OPERATING SYSTEM OR ANY LOSS OTHER THAN A BREAKDOWN OF THE COVERED PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) BREAKDOWN FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH ELEMENTS DESIGNED TO SECURE LENSES AND/OR ARMS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S CLEAN AND CARE INSTRUCTIONS; (5) THIRD-PARTY ACTIONS; FIRE, COLLISION, VANDALISM, OR THEFT; (6) DAMAGE OR LOSS DUE TO THE ELEMENTS OR ACTS OF GOD; (7) DAMAGE OR LOSS DUE TO WAR, INVASION, OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION; (8) BREAKDOWN COVERED BY ANY RETAILER'S OR MANUFACTURER'S WARRANTY; (9) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN POLICY; (10) PREVENTATIVE MAINTENANCE; (11) BREAKDOWN WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (13) DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (14) DAMAGE CAUSED BY ANIMALS AND INSECTS; (15) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA; (16) DAMAGE INCURRED DURING TRANSPORTATION; (17) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (18) BREAKDOWN COVERED BY A MANUFACTURER'S RECALL IN EFFECT AT THE TIME OF FAILURE, OR ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (19) PRODUCTS THAT ARE LOST OR STOLEN; (20) EYE EXAMS OR OTHER MEDICAL EXPENSES ASSOCIATED WITH OBTAINING REPLACEMENT EYEWEAR; (21) CLEANINGS, ADJUSTMENTS, AND FITTINGS; (22) REPAIR OR REPLACEMENT OF EYEWEAR DUE TO OUTGROWTH OF EYEWEAR, A CHANGE IN OPTICAL PRESCRIPTION OR ANY OTHER MEDICAL REASON; AND (23) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON OR PET ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (24) MISSING COVERED PRODUCT PARTS UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, INCLUDING THOSE DUE TO NORMAL WEAR AND TEAR, WITHOUT ANY UNDUE STRESS OR DAMAGE**

**Cancellation:** You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com) or by writing the administrator at P.O. Box 1818, Sterling, VA 20167. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

**Force Majeure:** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control.

**Insurance Securing This Plan:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to

“we” and “us” also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above) , and (2) the retailer(as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-877-818-3455. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

**3. FEES:**

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

**4. ARBITRATION DECISION:**

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
  - We will pay you the greater of the damages or \$7,500.
  - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.**

Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

**State Variations**

The following state variations will control if inconsistent with any other terms and conditions:

**Arizona Residents:** If your notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives, or to any conditions that the Obligor or retailer knew or reasonably should have known about. Item (12) of the **WHAT IS NOT COVERED** section is deleted and replaced with: **“UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; WHILE OWNED BY YOU.”** The Arbitration Agreement of this Plan does not preclude you from contacting the Arizona Department of Insurance and Financial Institutions.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or retailer.

In California, the form number for use under this Plan is as follows:

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**Connecticut Residents:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. The following is added to the To Obtain Service provision: "In-home service is not available under this Plan."

**Florida Residents:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations, or other similar proceedings. Nothing contained in the Arbitration Agreement provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan."

**Maine Residents:** The second sentence of the CANCELLATION provision is deleted and replaced with the following: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

**Minnesota Residents:** The second sentence of the CANCELLATION provision is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

**Nevada Residents:** If the Plan is cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to You, upon fifteen (15) days notice to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. Item (12) in the **WHAT IS NOT COVERED** section is deleted and replaced with the following: **(12). IF THE**

**PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.** The first sentence of the WHAT IS COVERED section is deleted and replaced with the following: "This Plan covers parts and labor costs to repair or replace your covered product in the event the covered product experiences a breakdown which is not covered under any manufacturer's or retailer's warranty." The TRANSFER section is deleted and replaced with the following: "This Plan is not transferable". Contact us at 877-818-3455 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**New Hampshire Residents:** Contact us at 877-818-3455 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to RSA 542. If this plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund.

**New Jersey Residents:** This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due, notice of cancellation will be made with fifteen (15) days notice to you; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You, notice of cancellation will be made with fifteen (15) days notice to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by You or for violation of any of the terms and conditions of this Plan.

**Oklahoma Residents:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number:44199294.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 877-818-3455. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

**South Carolina Residents:** Contact us at 877-818-3455 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to us. Texas license number: 116.

**Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fourth sentence in the Cancellation section is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**Virginia Residents:** Contact us at 877-818-3455 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

**Washington Residents:** If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The second sentence of the CANCELLATION provision is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term, upon five (5) days notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to You, made by you to us, or a substantial breach of duties by you relating to the covered equipment or its use. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act" in sub-section (1) (b) of the Arbitration Agreement provision of this contract is deleted in its entirety.

**Wyoming Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the retailer, as defined above, and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or retailer, or a substantial breach of duties by you relating to the retailer service or its use.

**To obtain a large-type copy of the terms and conditions of this Plan, please call 877-818-3455.**

Administered by:  
Asurion Services, LLC  
Asurion Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167•877-818-3455  
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