

## TERMS & CONDITIONS

We, Asurion or the retailer from which you purchased the product covered by 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 ASURION (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US 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, DO NOT USE THIS PLAN.**

**Obligor:** The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.** whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882.

**Instructions:** You must keep the Plan and the sales receipt 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 containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

**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 (a) Asurion Services, LLC in all states and DC except in FL; (b) Asurion Service Plans of Florida in FL ("Asurion" refers collectively to Asurion Services, LLC and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 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), such as drops or cracks that arise from your normal daily usage of the product as the manufacturer indicates; (5) "product": refers to the eyewear which you purchased concurrently with and is covered 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.

**To Obtain Service:** If your product experiences a breakdown, return it to any Target Optical location if you are unable to return to your original location. If you have moved or are unable to return the product to the retailer, call Asurion twenty-four (24) hours a day, seven (7) days a week, at 1-866-882-8510 for instructions on obtaining service for your product. Please have your Plan and sales receipt handy and be prepared to tell us which product needs service and the nature of the problem. We will not reimburse you for work done by unauthorized servicers or others. Service under this Plan may void the manufacturer's warranty of your product. Foreign language assistance is available for your convenience. At our sole discretion, we may require that you return the 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.

**What is Covered:** This Plan covers parts and labor costs to service your product resulting from a breakdown which is not concurrently covered under any insurance policy, other warranty or any other service contract. We will repair or replace the product, at our discretion, when required due to a breakdown. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. You are responsible for delivery or the cost of delivery of your product to the authorized service center for service, per our instructions. If we determine the product cannot be repaired, if the cost of

the repair exceeds the original purchase price or if parts are no longer available due to the age of the product or are discontinued by the manufacturer, we may replace your product with a 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 that product, including taxes, as indicated on the sales receipt. 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 product to us as a condition of receiving a replacement product.

**Term of Coverage: THE TERM AND COVERAGE OF THE PLAN COMMENCES ON THE NINETY-FIRST (91ST) DAY FROM YOUR DATE OF PURCHASE INDICATED ON YOUR SALES RECEIPT, AND CONTINUES FOR THE PERIOD INDICATED ON YOUR SALES RECEIPT.** 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 and your product has been delivered to you.

**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: New frames = \$25.00; New lenses = \$25.00; New frames and new lenses = \$50.00.

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

**Renewal:** This Plan is non-renewable.

**Replacement Products:** We may replace your product with a **NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

**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 OR ANY LOSS OTHER THAN A BREAKDOWN OF THE PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE 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, THEFT, ETC.); (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) DAMAGE 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) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) UNAUTHORIZED REPAIRS, ANY DAMAGE 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 ) 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 ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT.**

**Cancellation:** You may cancel this Plan at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it

or providing written notice to Asurion at P.O. Box 1818, Sterling, VA 20167. 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 shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan less the cost of any service received; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro rata amount of the unearned portion of the price paid, less the cost of any service received. For residents of AL, AR, CA, CO HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

**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, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to pay or provide service on your claim within sixty (60) days, you may contact Continental Casualty Company directly at 1-800-831-4262.

**ARBITRATION AGREEMENT. For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, 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 (2) Target Optical 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 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute 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. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of

harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent 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 OTHER 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. shall be null and void.

#### State Variations

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

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

**California Residents:** The Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The first sentence of the Cancellation section is deleted and replaced with the following: You may cancel this Plan at any time for any reason, including if the covered product is sold, lost, stolen or destroyed, by surrendering or providing written notice to the retailer at the address where you purchased this Plan. The last sentence of the Insurance Securing This Plan section is replaced with the following: If we fail to pay or provide service on your claim within sixty (60) days, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim. 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 written 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.

**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 shall be in writing and shall conform to the requirements of Code 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any services received 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 to participate in class actions, class arbitrations or other representative proceedings. Nothing contained in the arbitration provision shall 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.

**Nevada Residents:** 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; 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. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. Item (12) in the WHAT IS NOT COVERED section is deleted and replaced with the following: (12) UNAUTHORIZED REPAIRS, ANY DAMAGE CAUSED BY UNAUTHORIZED REPAIRS, MODIFICATIONS OR ALTERATIONS, OR ANY DAMAGES ARISING THEREFROM. 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.

**New Hampshire Residents:** Contact us at 1-866-882-8510 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, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

**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; (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; (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.

**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. The WHAT IS NOT COVERED provision is amended as follows: (5) THIRD-PARTY ACTIONS, FIRE, COLLISION, VANDALISM OR THEFT. Oklahoma license number: 862590.

**Oregon Residents:** The arbitration agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you,** provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** Contact us at 1-866-856-3882 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (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 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) 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 Guarantee Association. The third 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 shall state the effective date and reason for cancellation.

**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.

**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 on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. 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 the first sentence of paragraph (a) 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 shall 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 (2) Target Optical and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

**To obtain a large-type copy of the terms and conditions of this Plan, please call 1-866-882-8510.**

Administered by:  
Asurion  
P.O. Box 1340 • Sterling, VA 20167 •  
1-866-882-8510  
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