

Contract of Additional Warranty

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. Except in British Columbia, this Plan is not a contract of insurance. By purchasing this Plan you are consenting to Asurion Consumer Solutions of Canada Corp, EssilorLuxottica Canada, Inc. and Continental Casualty Company's collection, use and disclosure of personal information as described below, including its ability to share your personal information with Oakley the seller of this Plan.

Obligor: The companies obligated under this Plan are as follows:

Warranty Provinces: In all provinces except British Columbia and Quebec, the obligor is **Asurion Consumer Solutions of Canada Corp**, whose address is 900-1959 Upper Water Street, Halifax NS B3J 3N2 Canada, telephone 1-866-856-3882. In Quebec, the obligor is **Essilorluxottica Canada Inc.**, whose address is 2000 Argentia Road, Plaza 2, Suite 101, Mississauga, Ontario, L5N 1V8.

Insurance Province: In British Columbia the obligor is **Continental Casualty Company**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 800-831-4262.

For the purposes of the Insurance Companies Act (Canada) this policy was issued in the course of the insurer's insurance business in Canada.



Authorized Representative

This policy contains a clause which may limit the amount payable

For purchasers in the Insurance Province, please register your product by calling toll-free 1-877-818-3459.

Instructions: You must keep the Plan and the sales receipt or order confirmation email for this product; it is an integral part of this Plan and you may be required to reference it to obtain service under this Plan. This Plan, including the terms, conditions, limitations, exceptions and exclusions set out herein, together with the sales receipt or order confirmation email, which contains the price you paid for this plan, commencement date and product identification information, constitute the entire agreement.

Definitions: Throughout this Plan the words (1) "**we**," "**us**," or "**our**" refer to the company obligated under this Plan, as referenced above; (2) "**administrator**" refers to Asurion Consumer Solutions of Canada Corporation ("Asurion"). The administrator can be contacted at: 900-1959 Upper Water Street, Halifax NS B3J 3N2 Canada; (3) "**retailer**" refers to Oakley; (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); (5) "**product**" refers to the consumer item which you purchased concurrently with and is covered by 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.**

What is Covered: This Plan covers parts and labor costs to repair or replace your product in the event your product experiences a breakdown which is not covered under any other warranty or service contract. We will repair or replace the 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. Non-original manufacturer's parts may be used for repair of the product. There may be a co-pay, see the Co-Pay section below for more information. If the covered 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 due to discontinuance by the manufacturer, we will replace your product with a replacement product.

Term of Coverage: Your term and coverage commence on your date of purchase and continues for the period indicated on your 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. 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. The term of this Plan will be extended an additional two (2) weeks to accommodate for the preparation of your covered product.

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 Monday – Friday from 8:30 am to 5:30 pm EST 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 handy and be prepared to tell us which 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.** 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. Foreign language assistance is available for your convenience.

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 following 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

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, OR ANY LOSS OTHER THAN A BREAKDOWN OF THE COVERED PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORISED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S CLEAN AND CARE INSTRUCTIONS; (5) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS OR

DAMAGE 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 OTHER WARRANTY OR SERVICE CONTRACT; (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) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (13) DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (14) DAMAGE CAUSED BY ANIMALS AND INSECTS; (15) UNAUTHORISED REPAIRS; (16) SERVICE THAT OCCURS OUTSIDE CANADA; (17) DAMAGE INCURRED DURING TRANSPORTATION; (18) 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; (19) DAMAGE FROM TAMPERING WITH ELEMENTS DESIGNED TO SECURE LENSES AND OR ARMS, OR UNAUTHORISED PRODUCT MODIFICATIONS OR ALTERATIONS; (20) PRODUCTS THAT ARE LOST OR STOLEN; (21) EYE EXAMS OR OTHER MEDICAL EXPENSES ASSOCIATED WITH OBTAINING REPLACEMENT EYEWEAR; (22) CLEANINGS, ADJUSTMENTS, AND FITTINGS; (23) REPAIR OR REPLACEMENT OF EYEWEAR DUE TO OUTGROWTH OF EYEWEAR, A CHANGE IN OPTICAL PRESCRIPTION OR ANY OTHER MEDICAL REASON; (24) 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.

Transfer: This Plan is non-transferable.

Renewal: This Plan is not renewable.

Cancellation:

The following provision with respect to cancellation is subject to:

- a. This Plan can be cancelled by you at any time for any reason by surrendering it to the retailer from which you purchased this Plan during the period of their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167, USA. If the Plan is cancelled by either party: (a) within thirty (30) 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 thirty (30) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or Asurion for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

Personal Information: Personal information, which includes factual or subjective information (recorded or not) about an identifiable individual collected in connection with the Plan (referred to hereinafter as "Personal Information"), may be collected, used and disclosed by Oakley, Asurion, EssilorLuxottica and CNA Canada for the purposes of administering the Plan (including investigating, assessing and processing claims, creating and maintaining records, insurance or reinsurance of Plan liabilities, and providing customer service) and for such other purposes as are described in the privacy policies of Oakley, Asurion, EssilorLuxottica and CNA Canada. Oakley, Asurion, EssilorLuxottica and CNA Canada may exchange Personal Information as necessary for the purposes described above. Personal Information may also be used and disclosed for other purposes with your consent or as permitted or required by law. For more information (including with respect to the use by service providers located outside of Canada in connection with the Plan), or to request access to and correction of your personal information, please contact Asurion at 1-866-856-3882 or at P.O. Box 1818, Sterling VA 20167, USA. Requests for access must be in writing. You may also obtain a copy of Asurion's privacy policy by visiting <https://www.asurion.com/privacy-policy/>. Or you may obtain a copy of Continental Casualty Company's privacy policy by visiting <https://www.cnacanada.ca>.

Data Residency: Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.

To obtain a large-type copy of the terms and conditions of this Contract, please call **1-877-818-3459**.

APPENDIX "A"

OTHER CONDITIONS (FOR BRITISH COLUMBIA)

1. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

Administered by:
Asurion Consumer Solutions of Canada Corp.
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