

## **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, Manitoba and Saskatchewan 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 Sunglass Hut the seller of this Plan.

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

**Warranty Provinces:** In all provinces except British Columbia, Manitoba, Quebec, Saskatchewan the obligor is **Asurion Consumer Solutions of Canada Corp**, whose address is 600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada, telephone 1-866-856-3882. In Quebec, the obligor is **Essilorluxottica Canada Inc.**, whose address is 2000 Argentinia Road, Plaza 2, Suite 101, Mississauga, Ontario, L5N 1V8.

**Insurance Province:** In British Columbia, Manitoba and Saskatchewan 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: 600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada; (3) "**retailer**" refers to Sunglass Hut; (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; (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. For smart glasses we will replace the covered product when required due to a breakdown. For smart glasses we will replace your product when required due to a breakdown which is not covered under any other warranty or service contract. Plan coverage also includes but 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 if the manufacturer's parts are unavailable. 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:** 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Plan coverage remains in effect throughout the end 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.

**To Obtain Service:** If your product experiences a breakdown, return it to any Sunglass Hut 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 at 800-786-9327 (1-800-SUN-WEAR) between the hours of 8:30AM-5:30PM ET Monday to Friday and 9 AM-5:30 PM ET on Saturday 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.

**NOTE:** For smart glasses: You must remove any data from your product by restoring the product to factory settings as directed by the manufacturer prior to obtaining service or replacement under this Plan. Repairs to Your Product may result in the deletion of data. You are responsible for backing up all data prior to commencement of any repairs or replacement under this Plan. We are not responsible for any loss, disclosure, or damage to any data on your Product. If a replacement Product is provided under this Plan, it will not contain data from the original Product.

**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 from you based on the service you receive:

<b>Co-Pay:</b>	<b>Service:</b>
\$50	Replacement of eyewear priced less than \$300
\$60	Replacement of eyewear priced at \$300 and more
\$100	Smart Glasses Replacement

**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 the Plan will terminate

**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 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. In the case of Manitoba and Saskatchewan, the provisions of Statutory Condition 5 set out in Appendix A hereto. 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 Sunglass Hut, 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 Sunglass Hut, Asurion, EssilorLuxottica and CNA Canada. Sunglass Hut, 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 877-818-3459.

**APPENDIX "A"****STATUTORY CONDITIONS (FOR MANITOBA AND SASKATCHEWAN CUSTOMERS ONLY)**

The following statutory conditions are deemed to be part of this policy. If any of the statutory conditions conflict with other terms and conditions of this Policy, these statutory conditions shall prevail and the terms and conditions of the Policy are hereby amended to conform to the statutory conditions below but only when the terms of the applicable provincial statutory conditions are more favourable to the named insured. If any of the terms and conditions in the Policy are found to be invalid, unenforceable, or not amendable to conform to the applicable provincial statutory conditions, such invalid, unenforceable or non-conforming conditions will be null and void but the remaining conditions shall remain in full force and effect.

**Misrepresentation**

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**Property of others**

2 The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:

- (a) otherwise specifically stated in the contract; or
- (b) the interest of the insured in that property is stated in the contract.

**Change of interest**

3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

**Material change in risk**

4(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:

- (a) material to the risk; and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5; or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### **Termination of Insurance**

5(1) The contract may be terminated:

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer:

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and

(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as

is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the Day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

#### **Requirements after loss**

6(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

(a) immediately give notice in writing to the insurer;

(b) deliver as soon as is practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration: (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) stating the amount of other insurances and the names of other insurers;

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;

(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and

(vii) stating the place where the insured property was at the time of loss;

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and

(d) if required by the insurer and if practicable:

(i) produce books of account and inventory lists;

(ii) provide invoices and other vouchers verified by statutory declaration;

and

(iii) provide a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### **Fraud**

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **Who may give notice and proof**

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:

(a) by the agent of the insured if:

(i) the insured is absent or unable to give the notice or make the proof; and

(ii) the absence or inability is satisfactorily accounted for; or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### **Salvage**

9(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

#### **Entry, control, abandonment**

10 After loss of or damage to insured property, the insurer has:

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **In case of disagreement**

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in The Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

#### **When loss payable**

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### **Repair or replacement**

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### **Notice**

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

### **APPENDIX "B"**

#### **OTHER CONDITIONS (FOR BRITISH COLUMBIA, MANITOBA AND SASKATCHEWAN CUSTOMERS ONLY)**

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.  
600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada  
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