

HOW IT WORKS:

- Add a plan at time of purchase or at pick up in store
- Bring your eyewear to any LensCrafters for service¹

WHAT IS COVERED:

- Cracked or scratched lenses
- Cracked frames
- Breakdowns due to normal wear and tear
- Defects in materials and workmanship

COPAY:

Frame service or replacement	\$25
Lens service or replacement	\$25
Frame and lens service or replacement	\$50
Smart Eyewear replacement ² (Non-prescription lenses)	\$100
Smart Eyewear replacement ² (Prescription lenses)	\$125

¹ Limitations and exclusions apply. See Terms and Conditions for details.

² For Smart Eyewear claims, you must remove any data from your product by restoring the product to factory settings. We are not responsible for any loss, disclosure, or damage to any data on your Product.

Scan here for a digital copy of the Terms and Conditions.



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.

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE 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 NONBINDING 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 TERMS STATED IN THE CANCELLATION SECTION BELOW.

Obligor: The company obligated under this Plan is **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, which can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 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 **Asurion Service Plans of Puerto Rico, Inc.** The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167, 877-818-3455; (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 and is covered by this Plan or a replacement product provided by this Plan; (6) "you" and "your": refers to the contract holder who purchased the product and this Plan; and (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. (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 the coverage provided by 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 an order confirmation email containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

What is Covered: This Plan covers parts and labor costs to repair or replace your product in the event the 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 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. 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. If we determine the product cannot be repaired, 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 your option, 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 product to us as a condition of receiving a replacement product.

Term of Coverage: The term of your Plan commences upon the date of purchase of the 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 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 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 LensCrafters location for repair. If you purchased your products and this Plan online, if you have moved, or are unable to return the product to the retailer, call customer service between the hours of 8:30 AM - 5:30 PM ET Monday to Friday and 9:00AM - 5:30 PM ET Saturday at 1-877-753-6727 to speak to an agent for instructions on obtaining service for your product. In the event you call after hours, there will be access to an automated agent where you will be able to file a claim. You are responsible for delivery or the cost of delivery of your 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 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 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. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

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 applicable co-pay amount from you based on the service you receive:

- Frame service or replacement = \$25;
- Lenses service or replacement = \$25;
- Eyewear (Frames and Lenses) service or replacement = \$50
- Smart Glasses replacement = \$100 – for Smart Glasses with non-prescription lenses; \$125 – for Smart Glasses with prescription lenses
- Repairs such as screw replacement, screw tightening and nose pad replacement or repair = \$0.

Transfer: This Plan is non-transferable.

Renewal: This Plan is renewable at our discretion by contacting the administrator.

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 PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS

THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM 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); (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, THE DISTRICT OF COLUMBIA AND PUERTO RICO; (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 OR A PET 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 it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing us at: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall 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 shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. 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 we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, including sales tax, less the cost of any claims which have been paid or repairs that have been made. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall 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, and in such event, we may cancel this Plan immediately.

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 AGREEMENT: Any arbitration decision rendered in accordance with this Arbitration Agreement shall not be

binding on you provided that you reject the decision in writing to us within forty-five (45) days of the decision. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute. Arbitration is optional.

Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES THROUGH NONBINDING 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.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) LensCrafters and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

1. THIS A.A.:

- Survives termination of this Plan.
- Is governed by the Federal Arbitration Act.
- Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- 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:

- How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within thirty (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 or 1-800-778-7879.
- 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.
- 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:

- 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.
- 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:

- You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

- 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.

- We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- 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.

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

Administered by:
Asurion Service Plans of Puerto Rico
P.O. Box 1340 • Sterling, VA 20167 • 877-818-3455
565 v.LC-1(01/22)

©2022 Asurion, LLC. All rights reserved.

Customer Name: _____
Customer Address: _____

HOW IT WORKS:

- Add a plan at time of purchase or at pick up in store
- Bring your eyewear to any LensCrafters for service¹

WHAT IS COVERED:

- Cracked or scratched lenses
- Cracked frames
- Breakdowns due to normal wear and tear
- Defects in materials and workmanship

COPAY:

Frame service or replacement	\$25
Lens service or replacement	\$25
Frame and lens service or replacement	\$50
Smart Eyewear replacement ² (Non-prescription lenses)	\$100
Smart Eyewear replacement ² (Prescription lenses)	\$125

¹ Limitations and exclusions apply. See Terms and Conditions for details.

² For Smart Eyewear claims, you must remove any data from your product by restoring the product to factory settings. We are not responsible for any loss, disclosure, or damage to any data on your Product.

Scan here for a digital copy of the Terms and Conditions.



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.

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE 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 NONBINDING 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 TERMS STATED IN THE CANCELLATION SECTION BELOW.

Obligor: The company obligated under this Plan is **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, which can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 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 **Asurion Service Plans of Puerto Rico, Inc.** The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167, 877-818-3455; (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 and is covered by this Plan or a replacement product provided by this Plan; (6) "you" and "your": refers to the contract holder who purchased the product and this Plan; and (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. (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 the coverage provided by 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 an order confirmation email containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

What is Covered: This Plan covers parts and labor costs to repair or replace your product in the event the 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 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. 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. If we determine the product cannot be repaired, 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 your option, 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 product to us as a condition of receiving a replacement product.

Term of Coverage: The term of your Plan commences upon the date of purchase of the 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 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 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 LensCrafters location for repair. If you purchased your products and this Plan online, if you have moved, or are unable to return the product to the retailer, call customer service between the hours of 8:30 AM - 5:30 PM ET Monday to Friday and 9:00AM - 5:30 PM ET Saturday at 1-877-753-6727 to speak to an agent for instructions on obtaining service for your product. In the event you call after hours, there will be access to an automated agent where you will be able to file a claim. You are responsible for delivery or the cost of delivery of your 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 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 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. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

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 applicable co-pay amount from you based on the service you receive:

- Frame service or replacement = \$25;
- Lenses service or replacement = \$25;
- Eyewear (Frames and Lenses) service or replacement = \$50
- Smart Glasses replacement = \$100 – for Smart Glasses with non-prescription lenses; \$125 – for Smart Glasses with prescription lenses
- Repairs such as screw replacement, screw tightening and nose pad replacement or repair = \$0.

Transfer: This Plan is non-transferable.

Renewal: This Plan is renewable at our discretion by contacting the administrator.

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 PRODUCT;** (2) **ANY AND ALL PRE-EXISTING CONDITIONS**

THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM 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); (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, THE DISTRICT OF COLUMBIA AND PUERTO RICO; (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 OR A PET 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 it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing us at: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall 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 shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. 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 we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, including sales tax, less the cost of any claims which have been paid or repairs that have been made. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall 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, and in such event, we may cancel this Plan immediately.

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 AGREEMENT: Any arbitration decision rendered in accordance with this Arbitration Agreement shall not be

binding on you provided that you reject the decision in writing to us within forty-five (45) days of the decision. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute. Arbitration is optional.

Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES THROUGH NONBINDING 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.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) LensCrafters and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

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 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within thirty (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 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.

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

Administered by:
Asurion Service Plans of Puerto Rico
P.O. Box 1340 • Sterling, VA 20167 • 877-818-3455
565 v.LC-1(01/22)

©2022 Asurion, LLC. All rights reserved.

Customer Name: _____
Customer Address: _____

CÓMO FUNCIONA:

- Agregue un plan en el momento de la compra o durante la recogida en la tienda
- Lleve sus espejuelos a cualquier LensCrafters para su reparación¹

QUÉ ESTÁ CUBIERTO:

- Lentes agrietados o rayados
- Marcos agrietados
- Daños debido al desgaste normal
- Defectos en materiales y de fábrica

COPAGO:

Servicio o reemplazo de marcos	\$25
Servicio o sustitución de lentes	\$25
Servicio o reemplazo de marcos y lentes	\$50
Reemplazo de espejuelos inteligentes ² (lentes sin receta)	\$100
Reemplazo de espejuelos inteligentes ² (lentes de venta con receta)	\$125

¹ Se aplican limitaciones y exclusiones. Consulte los Términos y las condiciones para obtener más detalles.

² Para reclamos de espejuelos inteligentes, debe eliminar todos los datos y restablecer el producto a la configuración de fábrica. No asumiremos responsabilidad alguna por cualquier pérdida, divulgación o daño en ninguno de los datos que contenga el producto.

Escanee aquí para obtener una copia digital de los Términos y condiciones.



Nosotros, el administrador o el minorista a quien le compró el producto y este Plan, podemos poner a disposición productos y servicios adicionales con un descuento cuando lo consideráramos oportuno, para su consideración.

LOS TÉRMINOS Y LAS CONDICIONES DEL CONTRATO DE SERVICIO (EL “PLAN”) SON UN CONTRATO LEGAL ENTRE USTED, NOSOTROS Y EL ADMINISTRADOR (TAL COMO SE DEFINE A CONTINUACIÓN). ESTE PLAN LE EXIGE QUE RESUELVA CUALQUIER CONTROVERSIDAD CON NOSOTROS O EL ADMINISTRADOR MEDIANTE UN ARBITRAJE NO VINCULANTE O BIEN A TRAVÉS DE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA Y LIMITA NUESTRA RESPONSABILIDAD HACIA USTED. LEA ESTE PLAN DETENIDA Y COMPLETAMENTE. SI NO ESTUVIESE DE ACUERDO CON ALGUNA DE LAS DISPOSICIONES, PUEDE CANCELAR DE ACUERDO CON LOS TÉRMINOS ESTABLECIDOS EN LA SECCIÓN DE CANCELACIÓN QUE FIGURA MÁS ADELANTE.

Deudor: La empresa obligada en virtud de este Plan es Asurion Service Plans of Puerto Rico, Inc. (ASPPR), cuya información de contacto es P.O. Box 061078, Chicago, IL 60606-1078, teléfono 1-866-856-3882.

Definiciones: en todo este Plan, las palabras (1) “nosotros”, “nos” y “nuestro” se refieren a la compañía obligada en virtud de este Plan, tal y como se menciona en la sección Deudor anterior; (2) “administrador” se refiere a Asurion Service Plans of Puerto Rico, Inc. Puede comunicarse con el administrador a la dirección siguiente: P.O. Box 1340, Sterling, VA 20167, 877-818-3455 ; (3) “minorista”: hace referencia al minorista del cual adquirió el producto y este Plan; (4) “avería”: hace referencia a una falla del producto provocada por: (a) defectos en la mano de obra o los materiales; (b) el uso y desgaste normal y (c) daños no intencionales y accidentales causados por la manipulación (accidental damage from handling, “ADH”), como resultado del uso normal, como un lente agrietado o rayado o marcos agrietados; (5) “producto”: hace referencia a las gafas adquiridas de manera conjunta con este Plan y que están cubiertas por el mismo o a un producto de reemplazo en virtud de este Plan; (6) “usted” y “su”: hacen referencia al titular del contrato que adquirió el producto y este Plan; (7) “copago”: hace referencia a la cantidad de dinero que debe pagarle al minorista, según se establece en la sección “Copago” de este Plan y (8) “producto de reemplazo”: hace referencia a UN PRODUCTO DE CARACTERÍSTICAS EQUIVALENTES O SIMILARES, QUE FUNCIONASE SEGÚN LAS ESPECIFICACIONES DE FÁBRICA DEL PRODUCTO ORIGINAL.

Instrucciones: debe conservar este Plan y el recibo de venta o el correo electrónico de confirmación de pedido para este producto; son partes integrales de la cobertura proporcionada por este Plan y es posible que debiese presentarlos para recibir los servicios. Este Plan, incluidos los términos, las condiciones, las limitaciones, las excepciones y las exclusiones, el recibo de venta o un correo electrónico de confirmación de pedido que contuviese el plazo de

cobertura de este Plan, la fecha de inicio y la identificación del producto, constituyen la totalidad del acuerdo.

Qué está cubierto: Este Plan cubre piezas y costos de mano de obra para reparar o reemplazar su producto en caso de que el producto experimente una avería que no está cubierta por ninguna póliza de seguro, garantía del fabricante u otro contrato de servicio. Repararemos o reemplazaremos el producto, a nuestro criterio, cuando fuese necesario debido a una avería. En el caso de espejuelos inteligentes reemplazaremos el producto cubierto cuando se requiera debido a una avería. La cobertura del Plan también incluye, entre otros, las averías siguientes debido a defectos en materiales y/o mano de obra o desgaste normal: deformación o curvado del marco, averías causadas por componentes sueltos defectuosos y piezas faltantes, como, por ejemplo, lentes. Si determinamos que el producto no puede ser reparado, podemos reemplazar su producto con un producto de tipo y calidad similares que cumpla con las especificaciones de fábrica del producto original, o si usted lo desea, podemos emitirle un cheque por el precio de compra original del producto, excluyendo el impuesto de ventas, como se indica en su recibo de venta o correo electrónico de confirmación del pedido. Se podrán utilizar piezas no originales para la reparación del producto si las piezas del fabricante no estuvieran disponibles. Puede haber un copago, por ello es recomendable que consulte la sección “Copago” a continuación para obtener más información. A nuestro entero criterio, podemos exigirle que nos devolviese el producto como condición para recibir un producto de reemplazo.

Plazo de cobertura: El plazo de su Plan comienza en la fecha de compra del producto y continúa durante el período indicado en el recibo de compra o en el correo electrónico de confirmación del pedido. El Plan incluye la garantía del fabricante; no reemplaza la garantía del fabricante, pero proporciona ciertos beneficios adicionales durante el plazo de la garantía del fabricante. La cobertura del Plan permanecerá vigente hasta el final de su plazo, a menos que se cancelase o se completara de conformidad con las disposiciones establecidas a continuación. El plazo de este Plan se extenderá dos (2) semanas adicionales para contar con el tiempo adecuado para la preparación de su producto. En el caso de que su producto estuviese siendo reparado por un centro de servicio autorizado cuando este Plan venciera, el plazo de este Plan se prorrogará hasta que se hubiese completado la reparación cubierta.

Para obtener el servicio: si su producto sufriese una avería, devuélvalo a cualquier sede de LensCrafters para su reparación. Si compró sus productos y este Plan en línea, si se mudó o no logra devolver el producto al minorista, llame al servicio al cliente de 8:30 a. m. a 5:30 p. m., horario del este, de lunes a viernes, de 9 a. m a 5:30 p. m., horario del este los sábados al 1-877-753-6727 para hablar con un agente y recibir instrucciones sobre cómo obtener servicio de asistencia para su producto. En caso de llamar fuera del horario de atención, tendrá acceso a un agente

automatizado y podrá presentar una reclamación. Usted es responsable de la entrega o del costo de entrega de su producto al centro de servicio autorizado para su reparación o reemplazo, según nuestras instrucciones. Tenga a mano su Plan y el recibo de venta o correo electrónico de confirmación de pedido y esté preparado para decirnos qué producto necesita reparación y la naturaleza del problema. **Todas las reparaciones y los reemplazos deben recibir una autorización anticipada. Es posible que las reparaciones o los reemplazos no autorizados no se cubriesen. El servicio en virtud de este Plan puede anular su garantía de fabricante.** Para su comodidad, se suministrará asistencia en diferentes idiomas. Cuando lo consideráramos oportuno, podemos exigirle que nos devolviese el producto como condición para recibir un producto de reemplazo. Todos los reclamos deben informarse dentro de los treinta (30) días posteriores al vencimiento de este Plan. Si no enviase una notificación durante el tiempo indicado no se invalidará el reclamo si pudiese demostrar que no fue razonablemente posible una notificación.

En el caso de gafas inteligentes: debe eliminar todos los datos de su producto; para ello, restablezca las configuraciones de fábrica del producto, según las recomendaciones del fabricante, antes de obtener un servicio o reemplazo en virtud de este Plan. Las reparaciones a Su producto pueden ocasionar eliminación de datos. Es responsable de efectuar una copia de respaldo de todos los datos antes de iniciar cualquier reparación o reemplazo en virtud de este Plan. No somos responsables de ningún tipo de pérdida, divulgación o daño con respecto a datos que se encontrasen en su Producto. En caso de que se suministrase un Producto de reemplazo en virtud de este Plan, este no contendrá datos del Producto original.

Deducible: no corresponden deducibles para este Plan, pero es posible que se requiriese un copago. Consulte la sección Copago para obtener más detalles.

Copago: si su producto requiriese los servicios que se indican a continuación, el minorista le cobrará el importe de copago correspondiente en función del servicio que recibiese:

- Servicio o reemplazo de marco = \$25
- Servicio o reemplazo de lentes = \$25
- Servicio o reemplazo de gafas (marcos y lentes) = \$50
- Reemplazo de gafas inteligentes = \$100 – para gafas inteligentes con lentes no recetados; \$125 – para gafas inteligentes con lentes recetados
- Las reparaciones como, por ejemplo, reemplazo de tornillos, ajuste de tornillos y reemplazo o reparación de almohadillas nasales no tienen costo.

Transferencia: este Plan no se puede transferir.

Renovación: comuníquese con el administrador para renovar este plan. La decisión de la renovación queda a nuestro entero criterio.

QUÉ NO ESTÁ CUBIERTO: (1) DAÑOS INCIDENTALES, EMERGENTES O

SECUNDARIOS, INCLUIDOS, ENTRE OTROS, CUALQUIER RETRASO EN LA PRESTACIÓN DEL SERVICIO EN VIRTUD DE ESTE PLAN, PÉRDIDA DE USO DURANTE EL PERÍODO EN QUE EL PRODUCTO SE ENCONTRASE EN UN CENTRO DE REPARACIÓN O A LA ESPERA DE PIEZAS DE REPUESTO, PÉRDIDA DE NEGOCIOS, LUCRO CESANTE, TIEMPO DE INACTIVIDAD Y CARGOS POR DAÑOS POR TIEMPO Y ESFUERZO, DIVULGACIÓN O PÉRDIDA DE CUALQUIER DATO, SOFTWARE O SISTEMA OPERATIVO O CUALQUIER PÉRDIDA QUE NO FUESE UNA AVERÍA DEL PRODUCTO; (2) TODAS Y CADA UNA DE LAS CONDICIONES PREEXISTENTES QUE EXISTÍAN U OCURRÍAN ANTES DE LA FECHA DE ENTRADA EN VIGENCIA DE ESTE PLAN; (3) DAÑOS POR USO INDEBIDO, INTRODUCCIÓN DE OBJETOS EXTRAÑOS EN EL PRODUCTO, ALTERACIÓN DE ELEMENTOS DISEÑADOS PARA ASEGURAR LENTES O VARILLAS; (4) NO SEGUIR LAS INSTRUCCIONES DE LIMPIEZA Y CUIDADO DEL FABRICANTE; (5) ACCIONES DE TERCEROS (INCENDIO, COLISIÓN, VANDALISMO, ROBO); (6) DAÑO O PÉRDIDA DEBIDO A HECHOS OCASIONADOS POR FUERZA MAYOR; (7) DAÑO O PÉRDIDA DEBIDO A GUERRA, INVASIÓN O ACTO DE ENEMIGO EXTRANJERO, HOSTILIDADES, GUERRA CIVIL, REBELIÓN, DISTURBIOS, HUELGA, INTERRUPTIÓN LABORAL, CIERRE PATRONAL O CONMOCIÓN CIVIL; (8) AVERÍA CUBIERTA POR LA GARANTÍA DE CUALQUIER MINORISTA O FABRICANTE; (9) PRODUCTOS NO CUBIERTOS ORIGINALMENTE POR LA GARANTÍA DEL FABRICANTE O LA POLÍTICA DE DEVOLUCIÓN DE TIENDAS MINORISTAS; (10) MANTENIMIENTO PREVENTIVO; (11) AVERÍA QUE NO SE INFORMASE DENTRO DE LOS TREINTA (30) DÍAS POSTERIORES AL VENCIMIENTO DE ESTE PLAN; (12) REPARACIONES NO AUTORIZADAS, CUALQUIER AVERÍA CAUSADA POR REPARACIONES NO AUTORIZADAS O MODIFICACIONES O ALTERACIONES NO AUTORIZADAS DEL PRODUCTO; (13) ADORNOS DECORATIVOS O ACCESORIOS INCORPORADOS AL PRODUCTO; (14) DAÑOS CAUSADOS POR ANIMALES E INSECTOS; (15) SERVICIO QUE SE BRINDASE POR FUERA DE LOS 50 ESTADOS UNIDOS DE NORTEAMÉRICA, EL DISTRITO DE COLUMBIA Y PUERTO RICO; (16) DAÑOS SUFRIDOS DURANTE EL TRANSPORTE; (17) PRODUCTOS VENDIDOS “TAL CUAL COMO SE ENCUENTRAN”, INCLUIDOS, ENTRE OTROS: MODELOS DE EXHIBICIÓN (A MENOS QUE ESTÉN CUBIERTOS POR UNA GARANTÍA COMPLETA DEL FABRICANTE EN LA FECHA DE COMPRA) Y MODELOS DE DEMOSTRACIÓN; (18) CUALQUIER FALLA, COSTO DE PIEZAS Y/O MANO DE OBRA INCURRIDO COMO RESULTADO DE UN RETIRO DEL MERCADO DEL FABRICANTE; (19) PRODUCTOS EXTRAVIADOS O ROBADOS; (20) EXÁMENES DE LA VISTA U OTROS GASTOS MÉDICOS ASOCIADOS CON LA OBTENCIÓN DE GAFAS DE REEMPLAZO; (21) LIMPIEZAS, AJUSTE, Y ACCESORIOS; (22) REPARACIÓN O REEMPLAZO DE GAFAS DEBIDO A QUE YA NO RESULTAN DEL TAMAÑO ADECUADO, DEBIDO A UN CAMBIO EN LA RECETA OFTALMOLÓGICA O CUALQUIER OTRO MOTIVO MÉDICO Y (23) RESPONSABILIDAD O DAÑO A LA PROPIEDAD, O LESIÓN O MUERTE DE CUALQUIER PERSONA O MASCOTA QUE SURGIESE DE LA OPERACIÓN, DEL MANTENIMIENTO O DEL USO DEL PRODUCTO.

Cancelación: Puede cancelar este Plan en cualquier momento y por cualquier motivo al entregarlo al minorista al que compró este Plan durante el plazo de la política de devolución de la tienda o en cualquier momento al enviar un correo electrónico a DepartmentC@asurion.com o al escribirnos a: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. En caso de que cancelase este Plan dentro de los treinta (30) días siguientes a la recepción de este Plan, recibirá un reembolso completo de cualquier pago realizado por usted en virtud de este Plan, incluidos impuestos sobre las ventas, menos el costo de cualquier reclamo que se hubiese pagado o reparaciones que se hubiesen realizado. En caso de que cancelase este Plan después de los treinta (30) días de la recepción de este Plan, recibirá un reembolso equivalente al cien por ciento (100 %) de la parte no devengada prorrateada del precio pagado por el Plan. Este Plan puede ser cancelado por nosotros o por el administrador por cualquier motivo mediante una notificación por escrito entregada a usted al menos treinta (30) días antes de la fecha de entrada en vigencia de la cancelación. En este aviso se indicará la fecha de entrada en vigencia y el motivo de la cancelación. Si nosotros o el administrador canceláramos este Plan, recibirá un reembolso del cien por ciento (100 %) de la parte prorrateada no devengada del precio del Plan, incluido el impuesto a las ventas, menos el costo de cualquier gasto pagado por reclamos o de las reparaciones que se hubiesen realizado. Cualquier reembolso adeudado y no pagado o acreditado dentro de los treinta (30) días de la fecha de entrada en vigencia de la cancelación incluirá una multa del diez por ciento (10 %) por mes.

Fuerza mayor: no tenemos responsabilidad alguna por retrasos o fallas debido a hechos fortuitos, incendio, inundación, explosión,

guerra, huelga, embargo, actos del gobierno, autoridad militar o los elementos u otras causas fuera de nuestro control y, en tal caso, podemos cancelar este Plan inmediatamente.

Seguro que cubre este Plan: este Plan no es una póliza de seguro; sin embargo, nuestras obligaciones en virtud de este Plan están aseguradas en virtud de una póliza de seguro emitida por Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. Si presentase un reclamo en virtud de este Plan y no pagáramos ni prestáramos los servicios dentro de los sesenta (60) días o si quedáramos insolventes o por algún otro motivo careciéramos de los recursos financieros suficientes, puede comunicarse directamente con Continental Casualty Company al 1-800-831-4262 para informar su reclamo.

ACUERDO DE ARBITRAJE: las decisiones de arbitraje dictadas de acuerdo con este Acuerdo de arbitraje no serán vinculantes para usted, siempre y cuando rechazara la decisión por escrito y nos informase dentro de los cuarenta y cinco (45) días posteriores a la decisión. Si rechazara la decisión de arbitraje de acuerdo con los términos aquí expuestos, podrá acudir a los tribunales de Puerto Rico para resolver la controversia. El arbitraje es opcional.

Lea detenidamente este Acuerdo de arbitraje. Afecta sus derechos. La mayoría de sus inquietudes sobre este Plan se pueden abordar simplemente al comunicarse con nosotros al 1-866-856-3882. En el improbable caso de que no podamos resolver alguna controversia, incluidas las reclamaciones en virtud de este Plan, que usted o nosotros podamos tener, **USTED Y NOSOTROS PODREMOS ACEPTAR MUTUAMENTE POR ESCRITO RESOLVER DICHAS CONTROVERSIAS MEDIANTE UN ARBITRAJE NO VINCULANTE O ANTE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA, EN LUGAR DE HACERLO A TRAVÉS DE TRIBUNALES DE JURISDICCIÓN GENERAL.** USTED Y NOSOTROS ACORDAMOS RENUNCIAR AL DERECHO A UN JUICIO POR JURADO Y RENUNCIAR AL DERECHO A PARTICIPAR EN DEMANDAS COLECTIVAS, U OTROS PROCESOS REPRESENTATIVOS. El arbitraje es más informal que un litigio ante un juez. El arbitraje utiliza un árbitro neutral en lugar de un juez o jurado. Tiene una etapa de presentación de pruebas más limitada que en un tribunal judicial y está sujeto a apelaciones limitadas en tribunales. Los árbitros pueden conceder los mismos daños y perjuicios e indemnizaciones que puede conceder un tribunal de justicia.

A los efectos de este acuerdo de arbitraje, las referencias a “nosotros” y “nuestro” incluyen (1) al Deudor del plan, conforme se ha definido antes y a sus respectivas matrices, subsidiarias, filiales, aseguradoras de contratos de servicio, agentes, empleados, sucesores y cesionarios y (2) a LensCrafters y sus subsidiarias de propiedad absoluta, filiales, agentes, empleados, sucesores y cesionarios. Este Plan constituye una prueba de una transacción de comercio interestatal y, por lo tanto, la Ley Federal de Arbitraje (Federal Arbitration Act) rige la interpretación y ejecución de este Acuerdo de arbitraje. Este Acuerdo de arbitraje continuará en vigencia tras la extinción de este Plan.

1. ESTE Acuerdo de arbitraje:

- a. seguirá vigente tras la rescisión de este Plan;
- b. está regido por la Ley Federal de Arbitraje (Federal Arbitration Act);
- c. cubre cualquier controversia que tuviese con nosotros con respecto a este Plan o relacionada con este;
- d. no le impide iniciar una acción individual contra nosotros ante un tribunal de reclamos menores en lugar de iniciar un arbitraje;
- e. no le impide informar su disputa a una agencia gubernamental. Es posible que puedan solicitar una reparación en nombre de usted.

2. PROCESO DE ARBITRAJE:

- a. Cómo iniciar el arbitraje.
 - Envíe un Aviso de reclamo por escrito, por correo certificado, a Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describa la controversia y la reparación solicitada en el Aviso.
 - Si no se resolviese la disputa dentro de los treinta (30) días posteriores a la recepción de la Notificación, puede iniciar un arbitraje ante la American Arbitration Association (“AAA”). Puede comunicarse con la AAA y obtener una copia gratuita de sus normas y formularios en www.adr.org o al llamar al 1-800-778-7879.

- b. El arbitraje será realizado por la AAA siguiendo las Normas de Arbitraje del Consumidor (las “Normas”). Un tribunal podrá decidir la aplicabilidad de este A. A. El árbitro decidirá todos los demás asuntos. El árbitro está obligado a acatar este Acuerdo de arbitraje.
- c. Cualquier audiencia se llevará a cabo en el condado o en la parroquia de su dirección postal, a menos que usted y nosotros conviniéramos un lugar diferente.

3. CARGOS:

- a. En la mayoría de los casos, pagaremos todos los cargos de presentación, administración y honorarios de árbitro. Si el árbitro determinase que su controversia se presentó con el fin de acosar o es frívola, las Normas regirán el pago de los honorarios.
- b. Le reembolsaremos el cargo de registro pagado a la AAA. Si no pudiese pagar un cargo de registro, nosotros lo pagaremos si nos envía una solicitud por escrito.

4. DECISIÓN DE ARBITRAJE:

- a. Usted y nosotros convenimos no divulgar ninguna oferta de conciliación al árbitro antes de que el árbitro emita una decisión.
- b. Si el árbitro se pronunciase a su favor, y la compensación por daños y perjuicios otorgada fuese superior a la última conciliación que hubiésemos ofrecido, haremos lo siguiente:
 - le pagaremos el monto que fuese mayor entre la compensación por daños y perjuicios o \$7,500;
 - también pagaremos los honorarios razonables de sus abogados y las costas de arbitraje. No podrá obtener compensaciones duplicadas por honorarios y gastos.
- c. Renunciamos a cualquier derecho que pudiéramos tener de recuperar los honorarios y gastos de abogados en caso de ganar el arbitraje.
- d. Si solicitase una medida de reparación declaratoria o cautelar, esta solo se podrá otorgar según fuese necesario para proporcionarle una reparación.

USTED Y NOSOTROS CONVENIMOS QUE CADA UNA DE LAS PARTES PODRÁ ENTABLAR RECLAMOS CONTRA LA OTRA SOLO A TÍTULO INDIVIDUAL Y NO EN UNA PRESUNTA DEMANDA COLECTIVA, ARBITRAJE COLECTIVO O PROCEDIMIENTO REPRESENTATIVO. A menos que usted y nosotros conviniéramos lo contrario, el árbitro no podrá consolidar su controversia con la controversia de ninguna otra persona y no podrá presidir ningún tipo de proceso representativo. Si se considerase que esta disposición específica es inaplicable, en ese caso la totalidad de este A.A. será nulo y carecerá de efecto.

Para obtener una copia con letra grande de los términos y las condiciones de este Plan, llame al 877-818-3455.

Administrado por:
Asurion Service Plans of Puerto Rico
P.O. Box 1340 • Sterling, VA 20167 • 877-818-3455
565 v.LC-1(01/22)

©2022 Asurion, LLC. Todos los derechos reservados.

Nombre del cliente: _____

Dirección del cliente: _____