

# Verizon Extended Warranty

**Service Contract**

Not available in Florida

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# SERVICE CONTRACT

**I. FEE:**

You will be billed a monthly fee in the amount of \$4.15, in advance, to receive this Service Contract unless you purchase this protection as part of a program bundle. If you purchase this protection as a part of a program bundle your charges will be as listed below:

Program Name	Program Price	Service Contract Price
Total Equipment Coverage	\$8.40, \$9.40, or \$12.40	\$4.15
Verizon Mobile Protect	\$16 or \$19	\$4.15
Verizon Protect Business	\$22	\$4.15
Total Mobile Protection for Business	\$15 or \$18	\$4.15
Verizon Mobile Protect Multi-Device	\$38 (2 lines)	\$8.30 (2 lines)
	\$57 (3 lines)	\$10.65 (3 lines)
	\$60 (4-20 lines)	\$10.65 (4-20 lines)
Total Mobile Protection Multi-Device for Business	\$49 (3-10 lines)	\$10.65 (3-10 lines)
	\$149 (11-24 lines)	\$33.90 (11-24 lines)
	\$299 (25-49 lines)	\$55.35 (25-49 lines)

The fee for this Service Contract is based on the device protection program you select.

Verizon Wireless may change the monthly charge, the administration, or the terms and conditions of this Service Contract from time to time upon thirty (30) days written notice to you. Your continued payment of the charges, after such notice, constitutes your acceptance

of any changes. If you change your protection program selection, the fee may change. PLEASE REFER TO SECTION XII. OF THIS SERVICE CONTRACT FOR STATE SPECIFIC PROVISIONS THAT MAY APPLY TO YOU.

## **II. WHAT THIS SERVICE CONTRACT COVERS:**

During the term of the Service Contract, Verizon Wireless will pay for the cost of expedited shipping of your individually owned wireless device (hereinafter the "Product") in the event you require a replacement. If there is a defect (including pre-existing) in the material and/or workmanship of your Product after the original equipment manufacturer's warranty, and the Product has been subject only to normal use and service, Verizon Wireless agrees to, at its sole discretion, repair it, or replace it with a device of comparable kind and quality at no charge, provided that you return it in accordance with the terms of this Service Contract. If failure occurs in the Product's battery due to defect in the material and/or workmanship, after the original equipment manufacturer's warranty, Verizon Wireless will repair, or at its sole option, replace, the battery. The replacement device you receive may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices or in covered repairs. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES, INCLUDING THOSE CONTAINED WITHIN THE PRODUCT IN THE ORIGINAL PACKAGING FROM THE ORIGINAL EQUIPMENT MANUFACTURER.

## **III. WHAT THIS SERVICE CONTRACT DOES NOT COVER:**

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, abuse, accident or neglect;
- C. Defects or damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any claim;
- E. Products with labels removed or illegible serial numbers;
- F. Defects or damage due to spills of or immersion in food or liquid;
- G. Scratches on all plastic surfaces and externally exposed parts resulting from normal use;
- H. Damage resulting from normal wear and tear;
- I. Defects or damage covered by the original equipment manufacturer's warranty; and/or

- J. Damage caused by abuse, intentional acts, or the use of the Product in a manner inconsistent with the use for which it was designed, intended or advised by the original equipment manufacturer or that would void such manufacturer's warranty.

#### **IV. HOW LONG THIS SERVICE CONTRACT LASTS:**

Verizon Wireless will provide the benefits described in Paragraph II. beginning on the date your Verizon Wireless service is activated on the Product and the services under this Service Contract are added to your account, and will continue to provide such benefits on a month-to-month basis for as long as you subscribe to this program or for the duration of your continuous active service with Verizon Wireless using the Product, whichever occurs first. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

#### **V. HOW TO GET YOUR PRODUCT REPAIRED OR REPLACED UNDER THIS SERVICE CONTRACT:**

At Verizon Wireless' sole discretion, claim fulfillment will be provided at select Verizon Wireless operated retail stores, or by calling Verizon Wireless at (800) 922-0204 (toll free from a landline phone). Your Product may be repaired or replaced at a Verizon Wireless Authorized Repair Facility. If there are no Verizon Wireless Authorized Repair Facilities available in your area, Verizon Wireless will provide you with a replacement device. In the event Verizon Wireless arranges for the repair of the Product, you may be required to deliver your Product for repair as directed by Verizon Wireless. If Verizon Wireless arranges for the replacement of your Product, the replacement device will be shipped directly to you within five (5) business days, or you may be required to pick-up the replacement device at a Verizon Wireless retail location in your area. Once you receive your replacement device, you must return your defective Product to Verizon Wireless in the shipping package we include with the replacement device within five (5) days. If you do not return your defective Product or if you return a Product that is not covered pursuant to Section III of this Service Contract, you will be charged up to the full retail price of the replacement device, which may exceed \$800. However, if you are notified by us that your Product is damaged due to something that is not covered by this Service Contract, you may return the replacement device to Verizon Wireless in the shipping package it came in to avoid being charged the value of the replacement device. Replacement devices and accessories returned must be in like-new condition to avoid being charged a fee.

#### **VI. REQUIRED CLAIM SERVICE FEE:**

For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim, as set forth in the schedule below:

Repair and Replacement Fees	
Repair:	\$0
Replacement:	
Tier 1	\$49
Tier 2	\$49
Tier 3	\$0

**VII. YOUR OBLIGATIONS UNDER THIS SERVICE CONTRACT:**

You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

**VIII. HOW AND WHEN YOU OR WE MAY TERMINATE THIS SERVICE CONTRACT:**

Subject to any State Specific Requirements set forth in Section XII, we may terminate this Service Contract at any time. You may terminate this Service Contract at any time by visiting any Verizon Wireless operated retail location, calling (800) 922-0204 (toll free from a landline phone), or by visiting the MyVerizon page at [verizonwireless.com](http://verizonwireless.com) and requesting cancellation. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Service Contract. If Verizon Wireless terminates this Service Contract you will receive a prorated refund of the most recent monthly fee paid. Cancellation of this Service Contract by Verizon Wireless will be effective no less than thirty (30) days after you receive notice of cancellation. The notice will state the effective date of and reason for cancellation. If you terminate this Service Contract within thirty (30) days of activation of service or other authorized enrollment under this Service Contract plan, whichever is later, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If you cancel this Service Contract within this time period we will provide you with a refund no later than thirty (30) days after you notify us that you wish to cancel. If we do not provide the refund to you within this time period, you are entitled to receive a refund in the amount of what you paid, plus an extra ten percent (10%) for each month in which the refund is not provided to you. If you terminate this Service Contract more than thirty (30) days after activation of service or other authorized enrollment under this Service Contract plan, whichever is later, or if a claim has been paid during that period, you will receive a prorated refund of the most recent monthly fee paid.

## **IX. OTHER CONDITIONS:**

This Service Contract is extended to the original owner only and may not be assigned or transferred to a subsequent owner. This is Verizon Wireless' complete Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Service Contract unless made in writing and signed by an officer of Verizon Wireless. Verizon Wireless does not warrant the installation, maintenance or service of the Product, accessories, removable batteries or parts.

- A. Verizon Wireless is not responsible in any way under this Service Contract for any ancillary/peripheral equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary/peripheral equipment. All such equipment is expressly excluded from this Service Contract. Furthermore, Verizon Wireless is not responsible for any damage to the Product resulting from the use of ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer.
- B. When the Product is used in conjunction with ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral/ancillary combination, and Verizon Wireless will honor no claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of Product accessories/peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories/peripherals are not included with the Product in the original packaging from the original equipment manufacturer.
- C. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ANY REPLACEMENT PRODUCT PROVIDED HEREUNDER, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **X. GENERAL PROVISIONS:**

- A. This Service Contract sets forth our responsibilities regarding the Product. Repair or replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY OR INSURANCE.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

## **XI. OTHER RIGHTS:**

This Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.

### **HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL

APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

**(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD.**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.**

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, 43N76, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER.

(5) WE ALSO OFFER CUSTOMERS THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY

AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT **VERIZONWIRELESS.COM** OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO **VERIZONWIRELESS.COM** OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

(6) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

**(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.**

**(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY**

**JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**XII. STATE SPECIFIC PROVISIONS**

- A. For residents of California, if you cancel this Service Contract thirty (30) days after receipt of this Service Contract, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If we fail to provide you with a refund within thirty (30) days of you notifying Verizon Wireless that you wish to cancel you are entitled to receive an extra ten percent (10%) for each month, or fraction thereof, in which your money is not refunded.
- B. For residents of Connecticut, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116 directly if Verizon Wireless fails to perform according to the terms hereof. The second Section VIII. is deleted and replaced with the following: "You may terminate this Service Contract at any time for any reason by visiting any Verizon Wireless operated retail location, calling (800) 922-0204 (toll free from a landline phone), or by visiting the MyVerizon page at verizonwireless.com and requesting cancellation." Any disputes between Verizon Wireless and residents of Connecticut arising under this Service Contract shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, and a copy of the Service Contract form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attn.: Consumer Affairs.
- C. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless before the expiration of the monthly term for fraud, material misrepresentation or your failure to pay amounts due hereunder. You may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. All cancellations will conform to OCGA 33-24-44. Section XI. of this Service Contract does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.
- D. For residents of Kentucky, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if

Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss.

- E. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract after its effective date that substantially and materially increases the service required under this Service Contract. If we fail to pay the cancellation refund as stated in Section VIII., the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Service Contract may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.
- F. For residents of New Hampshire: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 or (603) 271-2261. Section XI. of this Service Contract is subject to Revised Statutes Annotated 542.
- G. For residents of New Jersey, this is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.
- H. For residents of New Mexico, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; (3) are convicted of a crime that results in an increase in the service required under this Service Contract; or (4) perform any act or omission or violate any condition of this Service Contract that substantially and materially increases the service required under this Service Contract.
- I. For residents of New York, notwithstanding Section V. of this Service Contract, Verizon Wireless does not provide any repair or replacement services in its stores in New York City, New York. If you have any

questions about repair or replacement services, contact Verizon Wireless at (800) 922-0204 (toll free from a landline phone).

- J. For residents of North Carolina, Verizon Wireless may terminate this Service Contract before the expiration of the monthly term only if you fail to pay an amount when due or you violate any term of this Service Contract. The purchase of this Service Contract is not required either to purchase or to obtain financing for the Product.
- K. For residents of Oklahoma, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss.
- L. For residents of Oregon, Section XI. is replaced with the following: IN THE EVENT WE CANNOT RESOLVE ANY DISPUTE, YOU AND WE MAY, IN A SEPARATE AGREEMENT, CONSENT TO ARBITRATION. YOU AND VERIZON WIRELESS UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS ACTIONS, CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon. ANY ARBITRATION OCCURRING UNDER THIS SERVICE CONTRACT SHALL BE ADMINISTERED IN ACCORDANCE WITH THE AAA RULES UNLESS ANY PROCEDURAL REQUIREMENT OF THE AAA RULES IS INCONSISTENT WITH THE OREGON UNIFORM ARBITRATION ACT IN WHICH CASE THE OREGON UNIFORM ARBITRATION ACT SHALL CONTROL AS TO SUCH PROCEDURAL REQUIREMENT.
- M. For residents of South Carolina, in the event of a dispute with us, you may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 (800) 768-3467.
- N. For residents of Texas, if you cancel this Service Contract at any time Verizon Wireless will provide you with the refund due under this Service Contract no later than forty-five (45) days after you notify Verizon Wireless that you wish to cancel. If Verizon Wireless does not refund your money during this time period, you are entitled to receive the refund due, plus an extra ten percent (10%) for each month in which your money is not refunded. Unresolved complaints or questions concerning this Service Contract may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711 or (512) 463-6599.
- O. For residents of Virginia, if any promise made in the contract has been denied or has not been honored

within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at

[www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

- P. For residents of Wisconsin, this Service Contract may only be terminated by Verizon Wireless before the expiration of the monthly term for nonpayment by you of any amount due hereunder, material misrepresentation by you, or a substantial breach of duties by you. In the event of a total loss of the Product that is not covered by a replacement under this Service Contract, you may cancel this Service Contract and you will receive a prorated refund of the most recent monthly fee paid. By agreeing to Section XI., YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE SERVICE CONTRACT DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS COURT, AND UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. PLEASE SEE SECTION X.B. FOR OTHER IMPORTANT TERMS REGARDING ARBITRATION AFFECTING YOUR RIGHTS. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The first sentence of Section XI (1) is deleted in its entirety.

- Q. For residents of Wyoming, Section XI. of this Service Contract is replaced with the following: IF THERE ARE DISPUTES BETWEEN YOU AND US THAT ARE NOT RESOLVED BY NEGOTIATIONS, YOU AND WE MAY IN A SEPARATE WRITTEN AGREEMENT VOLUNTARILY CONSENT TO ARBITRATION. ANY ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN THE STATE OF WYOMING.

**SELLER:**

The Provider of this contract who is financially and legally obligated to perform service is

Verizon Wireless Services, LLC  
One Verizon Way  
Basking Ridge, NJ 07920  
1.800.922.0204