

# **You're covered with Verizon Home Device Protect.**

**Terms and Conditions.**

**We, the administrator or the seller of this Plan may make available additional products and services at a discount from time to time, for your consideration.**

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.**

- 1. Obligor:** The company obligated under this Plan in all states except Florida is: **Asurion Warranty Services, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Florida Warranty Services, Inc.**, P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.
- 2. 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 of this Plan; **(2)** “administrator” refers to **(a)** Asurion Services, LLC in all states and the District of Columbia except in Florida; **(b)** Asurion Florida Warranty Services, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, telephone 844-769-1991; **(3)** “Verizon Online Services, LLC” and “Verizon Online,” 140 West Street, New York, NY 10007, refers to the seller of this Plan; **(4)** “you”, and “your” refer to the individual that purchased this Plan; **(5)** “breakdown” refers to the mechanical or electrical failure of the products caused by: **a)** defects in materials and/or workmanship, **(b)** normal wear and tear, **(c)** power surges and **(d)** unintentional and accidental damage from handling for portable products (ADH) as a result of normal use of the product only for laptops, tablets, portable DVD/Blu-ray players, wearables, printer display screens, portable gaming devices, audio headsets, virtual reality headsets, printer display screens and audio/video streaming devices; **(6)** “product” refers to the eligible qualifying products indicated in Section 7(a) below, which are located at your Verizon service address and covered under this Plan; and **(7)** “replacement product” refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in us providing a replacement product with a lower selling price than the original product.
- 3. Instructions:** Please retain these terms and conditions for your records; they are an integral part of this Plan, and you may be required to reference them to obtain service. Your billing statement and this Plan, including the terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between you and us.
- 4. Your Responsibilities:** The product must be in good working condition prior to your Plan enrollment; products purchased after Plan enrollment must be in good working condition at the time of product purchase. You must follow the instructions that are in the owner’s manual for proper use, care and maintenance of the product. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular backup of data and software. It is important that you back up all data files on your PC prior to the commencement of service; repairs to your PC may result in the deletion of such data files.
- 5. Charges:** You will be billed a monthly fee in the amount of \$25.00 plus applicable taxes, in advance, to receive this Plan. AS FURTHER OUTLINED IN SECTION 20, WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU, OR LONGER, AS MAY BE REQUIRED BY LAW. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD.
- 6. Term and Coverage:** The Plan will become effective and billing will commence upon your enrollment in the Plan. With the exception of access to technical support which begins on your date of enrollment, **ALL OTHER COVERAGE UNDER THE PLAN WILL COMMENCE THIRTY-ONE (31) DAYS AFTER YOUR ENROLLMENT IN THE PLAN. NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN.** There will be no lapse in coverage if you relocate your residence, provided that the Plan is active and you notify Verizon Online of such relocation. This 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 as specified in **Section 2. If the Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date.** In the event your product is being serviced by an authorized service center when this Plan terminates, the term of this Plan will be extended until the repair has been completed and your product has been delivered to you.
- 7. What is Covered:** This Plan covers parts and labor costs for the repair or replacement of your product resulting from a breakdown, provided your product is: (i) owned by you or a member of your household, and (ii) located at your Verizon service address. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to a breakdown. **Non-original parts may be used for repair of the product.** If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product, or we may at our discretion, issue you a gift card or check based on the

replacement value, age and condition of the product, as determined by us, immediately prior to the breakdown. The replacement product immediately becomes a qualifying product and is covered under this Plan. At our sole discretion, we may require that you return the claimed product to us as a condition to receiving a replacement product or reimbursement. Coverage also includes access to technical support for your products and virtually anything they connect to during the term of the Plan. Terms of service for technical support can be accessed at <https://techcoachhome.asurion.com>.

**a. Qualifying Products:** The Plan covers an unlimited quantity of the following of products, of any size and any brand, as outlined below.

Home Entertainment and Office:

- Desktops, Laptops, Tablets (collectively referred to as “PC” or “PCs”). Each PC can include 1 of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer and a Chrome Operating System.
- LCD, Plasma or LED televisions (collectively referred to as “television”). Televisions include coverage for the original remote control.
- Home Router (wired or wireless) of any brand and any age, excluding any Verizon-branded or provided router External Hard Drive supported by Verizon of any brand and any age.
- Printers and multifunction printers, excluding three-dimensional object printers or similar, or crafting printers (collectively referred to as “printers”).

Other Home Entertainment:

- DVD Player, Blu-Ray Player and portable DVD players (collectively referred to as “DVD Players”).
- Home Theater system (collectively referred to as “Home theater system in a box”). Home theater system in a box includes a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner.
- Bluetooth and Wi-Fi enabled speakers.
- Audio/Video Streaming Devices or portable devices intended for audio/video streaming (collectively referred to as “Audio/Video Streaming Devices”). Audio/Video Streaming Devices include coverage for the original remote control, excluding any Verizon-branded audio/video streaming devices supported by Verizon of any brand or any age.
- Gaming Systems and handheld gaming devices (collectively referred to as “portable gaming devices”). Portable gaming devices include coverage for the original remote controls.

Wearables:

- Health and Fitness bands
- Smartwatches
- Virtual Reality Headsets
- Audio Headsets

Smart Home Products:

- Smart Device Hub(s)
- Smart Light Dimmer(s)
- Smart Thermostat(s)
- Smart Smoke Detector(s)
- Smart Carbon Monoxide Detector(s)
- Smart Door Lock(s)
- Smart Home Security Camera(s)
- Smart Video Doorbell(s)
- Smart Alarm Contact Sensors
- Smart Alarm Flood and Freeze Sensors
- Smart Alarm Glassbreak Sensors
- Smart Alarm Keypads
- Smart Alarm Motion Detectors
- Smart Alarm Panic Buttons
- Smart Alarm Range Extenders

The products listed within the Smart Home Products above must utilize one of the following home networking solutions: enabled Wi-Fi, ZigBee, Z-Wave, Insteon Thread Group or Matter, other networking solution approved by us to be eligible for this Plan.

- 8. If Your Product Needs Service:** In the event your product experiences a breakdown, thirty-one (31) days after enrollment to the Plan, you may file a claim by going online to <https://techcoachhome.asurion.com/> twenty-four (24) hours a day, seven (7) days a week or by calling 844-769-1991, twenty-four (24) hours a day, seven (7) days a week. Your product may be subject to a service fee for each claim, as further outlined below. Onsite, depot or carry-in service or advance exchange may be available, as further outlined below. The administrator will inform you during the filing of the claim what type of service your product qualifies for. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced products are warranted by us for ninety (90) days from the date of product receipt by you. In the event that the product fails to function properly during such ninety (90) days, we will repair or replace the product at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation or termination of the Plan.
- a. Service Fee:** In the event that one of the following products: PCs, televisions, home routers, gaming systems, printers, Home theater systems in a box, Bluetooth and WiFi enabled speakers, or virtual reality headsets requires service, you will be required to pay a service fee in the amount of \$99, plus applicable taxes. In the event that one of the following products: Audio headsets, Health and Fitness bands, Smart Watches, Smart Door Lock(s), Smart Home Security Camera(s), Smart Thermostat(s), or Smart Video products: Smart Door Lock(s), Smart Home Security Camera(s), or Smart Video Doorbell(s) requires service, you will be required to pay a service fee in the amount of \$49, plus applicable taxes. The service fee must be paid and received in advance of the service being provided and may be paid with a valid credit card. The service fee does not apply to the repair or replacement of game controller(s), monitor(s), keyboard(s), mouse, modem, or external speakers (wired or wireless), an original remote control(s) on qualifying products, Smart Alarm Contact Sensors, Smart Alarm Flood and Freeze Sensors, Smart Alarm Glassbreak Sensors, Smart Alarm Keypads, Smart Alarm Motion Detectors, Smart Alarm Panic Buttons, or Smart Alarm Range Extenders, however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability.
- 9. On-Site Repair Service:** If the product requires on-site repair service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. If our technicians determine that certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs. Products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product reasonably accessible to the service provider. We are not responsible for the dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry.
- 10. Repair Depot Service:** If the product is not serviced on-site, it will be shipped to a designated repair depot location for service. We will send you a prepaid shipping label and instructions for shipping your product to our authorized service center. Standard shipping costs are covered by the Plan.
- 11. Carry-In Repair Service:** If the product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered product.
- 12. Advance Exchange:** If the product qualifies for advanced exchange, we will ship you a replacement product after the claim has been filed. Upon receipt of the replacement product, the product which was approved for replacement must be returned to us at our expense in the return mailer that was shipped to you. You must return the product as directed by us per the shipping instructions included in the return mailer, or you may be charged a non-returned equipment charge up to the retail price of the failed product. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE PRODUCT AS DIRECTED.**
- 13. Registration:** Registration of this Plan is not required. At your option, you may register the products to be covered by the Plan at any time during the coverage period
- 14. Plan Limits of Liability:**
- a. Per Claim Limit:** The maximum amount we will pay for the repair or replacement of the product for any single claim is \$2,000 or the aggregate claim limit of this Plan of \$5,000, whichever is less.
- b. Aggregate Claim Limit:** The maximum amount we will pay for all claims in any twelve (12) month rolling period is \$5,000. The twelve (12) month rolling period begins on the date of your first claim.
- c. If You Meet or Exceed the Aggregate Limit:** We will be responsible for informing you, at the time of the claim, if you have reached the \$5,000 aggregate claim limit. In the event you reach the aggregate claim limit and the product requires additional repairs, we will provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and that claim or the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.

**15. Payment:** You agree to pay monthly charges for this Plan as such charges will appear on your Verizon Online monthly bill or the monthly bill for the credit or debit card which was supplied by you. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan and is listed above on this Plan. Non-payment by you will result in cancellation of the Plan. All charges, plus all applicable taxes, will be billed on a monthly basis on your Verizon Online monthly bill or the credit card or debit card which you provided during enrollment into the Plan. It is your responsibility to maintain a valid credit or debit card with us or Verizon Online to process payments, and failure to do so may cause your Plan to be cancelled.

**16. Insurance Securing this Plan:** This Plan is not a contract of insurance. The obligations of Asurion Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Insurance Underwriters Inc. in the following states: AL, AR, CA, CO, CT, DC, GA, HI, IL, IN, KY, MA, ME, MN, MO, MT, NC, NH, NJ, NV, NY, OK, OR, SC, TX, UT, VT, VA, WA, WI, WY and all other states required by law. The obligations of Asurion Florida Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Mutual Insurance Company. If within sixty (60) days we have not paid you for your covered claim, provided you with a refund owed, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may report a claim directly to the applicable insurance company at 55 Water St., 18th Floor, New York, NY 10041 for Liberty Insurance Underwriters, Inc. and at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Mutual Insurance Company, or by calling toll free 1-800-677-9163.

**17. Exclusions – What Is Not Covered: This Plan does not cover the following:**

- a. **Pre-existing conditions at the time of your enrollment in the Plan or purchase of the product;**
- b. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as, but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;**
- c. **Breakdown or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;**
- d. **Consequential, incidental, special or indirect damages or losses, including but not limited to: loss of use; loss of business; loss of profits; loss of data; down-time and charges for time and effort;**
- e. **Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;**
- f. **Breakdown or loss caused by any physical force external to the product, whether accidental (excluding those products as outlined in the Definitions section) or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;**
- g. **Costs associated with installation or uninstallation of any product;**
- h. **Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
- i. **Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;**
- j. **Breakdown of the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;**
- k. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;**
- l. **Products whose serial number has been altered or removed;**
- m. **Products located outside the United States;**
- n. **Repair or replacement covered by a manufacturer recall in effect at the time of the breakdown;**
- o. **Support or repairs to software; loss or damage to software due to any cause; including but not limited to: computer virus; worm; Trojan programs; adware; spyware; firmware or any other software program;**
- p. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
- q. **Theft or loss of the product;**
- r. **Custom-built and assembled products;**
- s. **Special needs accessories including, but not limited to: handset boosters; visual ring indicators; and the like;**
- t. **Parts intended for periodic replacement including but not limited to: batteries (excluding one (1) annual laptop battery); lamps; bulbs; external power supplies; styluses; antennas; cartridges;**

- u. **PCs that do not have administrator's permissions. PCs must be able to upload and download software;**
- v. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product; and**
- w. **Products connected to Verizon Online and covered by one of their insurance products.**

**18. Renewal:** This Plan automatically renews from month to month until cancelled.

**19. Transfer:** This Plan is not assignable or otherwise transferable to another party.

**20. Cancellation:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying Verizon Online or by contacting the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling 844-769-1991. 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 you fail to make any monthly payment or charge due under this Plan, your coverage will be cancelled immediately upon our written notice. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, less the cost of any claims which have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Upon any termination or cancellation by you, us or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation or termination of the Plan.

**21. Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU OR LONGER AS MAY BE REQUIRED BY LAW. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**22. Limitation of Liability:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR VERIZON ONLINE BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

**23. Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

**24. Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.

**25. ARBITRATION AGREEMENT: Please read this section carefully. It affects your rights.** For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the retailer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 844-769-1991. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING 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.**

**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 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- 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

### If You Reside In One Of The Following States, These Provisions Apply To You:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Verizon Online its assignees, subcontractors and/or representatives or to any conditions that the Obligor or retailer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (c) of section 17. **Exclusions - What is not Covered** is deleted and replaced with the following: "Breakdown or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; repairs or repair personnel unauthorized modifications, alterations, while owned by you;"

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made.

**Connecticut Residents:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** We may only cancel this Plan before the expiration of the term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions

and class arbitrations or other similar proceedings. Nothing contained in the Arbitration Agreement provision of this Plan shall affect your right to file a direct claim under the terms of this Plan against Liberty Insurance Underwriters, Inc. pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If the Plan is cancelled, no deduction shall be made from the refund for the cost of any claims that have been paid or repairs that have been made. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased. If we fail to pay the cancellation refund as stated in the Cancellation provision the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to item (c) of the **Exclusions - What Is Not Covered** section: "If a product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at 844-769-1991 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**New Hampshire Residents:** Contact us at 844-769-1991 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Plan prior to the expiration of the monthly term for nonpayment by you or for violation of any of the terms and conditions of this Plan.

**Oklahoma Residents:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44197917.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and Verizon Online and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 844-769-1991. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings shall be conducted within the state of Oregon."

**South Carolina Residents:** Contact us at 844-769-1991 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

**Utah Residents: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by this Plan. The second sentence in the Cancellation provision is replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or



(ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation." The fourth sentence in the Insurance Securing this Plan provision is replaced with the following: "If within sixty (60) days after proof of loss has been filed we have not paid you for your claim, provided you with a refund owed, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may report a claim directly to the applicable insurance company at 55 Water St., 18th Floor, New York, NY 10041 for Liberty Insurance Underwriters, Inc. and at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Mutual Insurance Company, or by calling toll free 1-800-677-9163." Failure to notify within the prescribe time will not invalidate the claim if you can show that notification was not reasonably possible.

**Virginia Residents:** Contact us at 844-769-1991 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

**Washington Residents:** If we fail to act on your claim, you may contact Liberty Insurance Underwriters Inc. directly at 1-800-677-9163. You are not required to wait sixty (60) days before filing a claim directly with Liberty Insurance Underwriters, Inc.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the products or its use. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act." in sub-section (1) (b) is deleted in its entirety.

**Wyoming Residents:** The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Verizon Online and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Administered by:  
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