

# Device Protection



**PURCHASER:** Name \_\_\_\_\_ Address \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

<b>Device Covered</b>	<b>Plan Purchase Date</b>	<b>Plan Effective Date</b>	<b>Plan Duration</b>
<b>Product Price</b>	<b>Service Plan Purchase Price</b>	<b>Dealer/Store #</b>	<b>Sales Rep</b>
<b>Covered Product Manufacturer</b>	<b>Covered Product Model</b>	<b>Covered Product Serial Number</b>	

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

## Device Protection

### Program Providers\*:

**Asurion Warranty Protection Services, LLC**  
**Asurion Warranty Protection Services of Florida, LLC**

You can write to Us at:

P.O. Box 061078  
Chicago, IL 60606-1078

\*As used in this Contract, "We," "Us" and "Our" means the provider obligated under this Contract as follows: If this Contract is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. "You" and "Your" means the person who purchased this Contract.

### Terms & Conditions

#### Device Protection

These Contract terms and conditions (the "Contract") govern the Program, so You should keep this Contract for future reference. Your wireless telephone number for the Covered Equipment is Your Contract number. If purchased by phone, internet or other electronic means, this Contract is purchased in the state identified in Your billing address in the records of TracFone at the time of purchase.

**Agreement.** You agree to all the provisions of this Contract when You select the Program and/or pay

for it. The Program is available only to customers of TracFone. You must keep this Contract; it is an integral part of this Program and You may be required to produce it to obtain service. This Program, including the terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement. Your rights under this Program may vary from state to state. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the section in this Contract regarding cancellation.

#### Definitions.

**1>"TracFone"** means **TracFone Wireless, Inc.** and any successors or assigns. **2> "Asurion"** means Asurion Warranty Protection Services of Florida, LLC in Florida and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to P.O. Box 061078, Chicago, IL 60606-1078 or call 1-866-598-4874. **3> "Covered Equipment"** means the Eligible Wireless Communications Device owned by You that is actively registered on the TracFone network and that You enrolled in this Program at the time You purchased this Program. This Program is non-transferable. The Eligible Wireless Communications Device that You enroll at the time of purchase, and only that device, will receive the benefits included in this Program. **4>"Eligible Wireless Communications Device"** means the wireless device that We have designated as eligible for service under the Program as set forth in the list of Eligible Wireless Products and their Equipment Tier available from Us, which can be found at phoneclaim.com, in TracFone stores or by calling 1-866-598-4874. **5> "Operational Failure"** refers to failure of the Covered Equipment to operate due to operational, mechanical, or structural failure from defects in materials or workmanship

or normal wear and tear; **6> "Accidental Damage from Handling"** (ADH) refers to the unintentional or accidental damage that occurs in the course of normal use or handling. **7> "Replacement Equipment"** means the wireless device that We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment which:

- A. Will be in the same Equipment Tier as the Covered Equipment;
- B. Is either new or refurbished, and may contain original or non-original parts or refurbished parts; and
- C. May be a different brand, model or color than the Covered Equipment.

Replacement Equipment will be approved equipment for use on the network of the Service Provider. **8> "Effective Date"** means the effective date of coverage, which is the date You purchased the Program. **9> The "Program"** means the Device Protection program described in this Contract.

**What is Covered.** If the Covered Equipment fails due to an Operational Failure or ADH while this Contract is in effect, We will repair it, or, at Our sole option, replace it with Replacement Equipment from the same Equipment Tier as the Covered Equipment. If a failure occurs in the standard battery, standard wall charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure or ADH of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery, one standard wall charger, and/or one SIM Card, as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE**

THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. The Replacement Equipment immediately becomes the Covered Equipment. Coverage also includes technical assistance and support for Your Covered Equipment through the Soluto application. Soluto terms of service can be accessed at [www.asurion.com/pdf/tracfone-eula/](http://www.asurion.com/pdf/tracfone-eula/). To download Soluto, go to [phoneclaim.com](http://phoneclaim.com) or call 1-866-598-4874.

**Contract Period.** The term of Your Contract begins on the Effective Date and continues for the Plan Duration listed above. This Contract is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. Except for the ADH coverage outlined above, which begins on Your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer's warranty and remains in effect until the end of Your term, unless cancelled or fulfilled pursuant to the provisions below. In the event Your product is being serviced by an authorized service center when this Contract expires, the term of this Contract will be extended until the covered repair has been completed.

**Claim Service Fee.** A non-refundable claim service fee, as set forth in the schedule below, is payable at the time a repair or replacement is approved by Us for each replacement based on the Equipment Tier of the Covered Equipment being replaced. The claims service fee will not apply to warranty facilitations provided through TracFone during the term of the standard manufacturer's warranty. The applicable claim service fees are set forth in the Claim Service Fees schedule below.

Covered Product Tier	ADH Cracked Screen Repair	All Replacements
Tier 1	Not Available	\$0
Tier 2	\$49	\$29
Tier 3	\$49	\$49
Tier 4	\$49	\$69
Tier 5	\$49	\$99

**Per Occurrence Limits.** For any single claim, the limit of liability under this Contract is the lesser of the cost of (1) authorized repairs or (2) replacement with a product with similar features. The total liability under this Contract is the purchase price You paid for the product, including sales tax, or replacement of the product.

**Aggregate Limits.** If Your Program provides 13 months of coverage, a maximum of 1 claim of Covered Equipment will be allowed through the duration of the program. If Your Program provides 24 months of coverage, a maximum of 2 claims of Covered Equipment will be allowed through the duration of the program.

**Transferability:** This Program is non-transferable. The Eligible Wireless Communications Device that You enroll at the time of purchase, and only that device, will receive the benefits included in this Program.

**What is NOT Covered.**

**The Program does NOT cover:**

**1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, improper installation; 4> normal wear and tear that does not affect the mechanical or electrical function of the Covered Equipment; and 5> changes or enhancements in color, texture,**

**finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment.**

**Further, Covered Equipment does not include and the Program does not cover:**

**1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on claims approved for replacement of the Covered Equipment if the battery has also failed); 4> Battery chargers (one standard wall charger will be provided with Replacement Equipment on claims approved for replacement of the Covered Equipment if the charger has also failed); or 5> Any accessories (except as otherwise provided with respect to batteries, battery chargers, and SIM cards), including memory cards or other external storage devices, color face plates, personalized data, or customized software, such as apps, ring tones, games, or screen savers.**

**To Obtain Service.** In the event of an ADH or Operational Failure of Covered Equipment, You may file a service request by calling **1-866-598-4874** between the hours of 7:00am to 10:00pm CT (Monday through Friday) and 8:00am to 5:00pm CST (Saturday and Sunday). You must file the service request within thirty (30) days of the ADH or Operational Failure. If Your service request is approved and Your Covered Equipment is in Equipment Tier 1 through Equipment Tier 5, We will ship the Replacement Equipment within two (2) business days, where and when available.

If Your Covered Equipment is in Equipment Tier 1, You may be required to send the Covered Equipment to Us. Once We receive the Covered Equipment and confirm that the Covered Equipment suffered an ADH or Operational Failure, We will provide the Replacement Equipment by mail within 2 business days]

**We may require You to pick up the Replacement Equipment at a retail location in Your area. We may require You to provide a government issued photo I.D.**

**Return of Replaced Equipment/Non-return Charge. Covered Equipment approved for replacement must be returned to Us. You will be required to return, within ten (10) days, the failed Covered Equipment to Us at Our expense in the return mailer We provide. You must return the Covered Equipment as directed by Us, or pay the non-returned equipment charge up to the purchase price of the Covered Equipment that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED. If Your Covered Equipment is in Equipment Tier 1, You may be required to return failed, Covered Equipment to Us prior to receipt of the Replacement Equipment.**

**Charge for Non-Covered Claims.** If We ship Your Replacement Equipment, prior to Us receiving Your failed Covered Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine that the returned Covered Equipment did not suffer an ADH or Operational Failure covered by the Program. The non-covered claim charge applicable to the model of Replacement Equipment We provided will be charged to You unless You return the Replacement Equipment, in good working order, at Your cost of shipping within fifteen (15) days of Our notification. If You return the Replacement Equipment

as required by this Contract, We will return to You Your original Covered Equipment and a \$0 shipping and restocking charge will be included on Your bill.

**Cancellation:** This Contract can be cancelled by You at any time for any reason by surrendering or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to Asurion 648 Grassmere Park, Nashville, TN 37211. This Contract may be cancelled by Us for any reason, including unauthorized repair or replacement of the Covered Equipment, 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 the Contract is cancelled: (a) by You within thirty (30) days of the receipt of this Contract, You shall receive a full refund of the price paid for the Contract, less the cost of any service received, or (b) by You after thirty (30) days of the receipt of this Contract, or by Us 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 Contract, less the cost of any service received. 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.

**Limitation of Liability.** In the event of any error, omission or failure by Asurion or TracFone with respect to the Program or the services provided by Asurion or TracFone hereunder, ASURION'S AND TRACFONE'S RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE PROGRAM). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR TRACFONE TO PERFORM. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR TRACFONE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR TRACFONE HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR ASURION OR TRACFONE PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND TRACFONE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Insurance Securing this Contract:** This Contract is not an insurance policy. Under this contract, Asurion's obligations to purchasers in Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, or Wyoming are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Avenue, Chicago, Illinois 60604. If We fail to act on Your claim 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.

**Arbitration Agreement. For the purpose of this arbitration agreement (referred to hereinafter as the**

**“A.A.” only, references to “We” and “Us” also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Program Provider, as defined above; and (2) TracFone Wireless, Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.**

Most of Your concerns about the Contract can be addressed simply by contacting Us at 1-866-598-4874. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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.**

**(a)** This A.A. shall survive termination of the Contract and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to the Contract or the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies or entities of Your dispute. They may be able to seek relief on Your behalf.

**(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: 648 Grassmere Park, Nashville, TN 37211. The Notice must describe the dispute and relief sought. If We do not resolve the dispute 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. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request.

**(c)** The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

**(d)** The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement We offered or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration.

**(e)** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent 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. shall be null and void.

**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 Contract and the Program immediately.

**Prohibitions on Transfer and Abuse of the Program.** The Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be Covered Equipment. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

Terms and conditions vary for TracFone customers purchasing in some jurisdictions as set forth in this Contract. The Program may not be available in all states.

#### **State Variations**

The following state variations shall control if inconsistent with any other terms and conditions:

**Arizona Residents:** If Your written notice of cancellation is received prior to the expiration date We will not deduct the cost of any service received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Contract is cancelled: (a) within sixty (60) days of the receipt of this Contract, You shall receive a full refund of the price paid for the Contract provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The first sentence of the Cancellation section is deleted and replaced with the following: This Contract can be cancelled by You at any time for any reason, including if the covered product is returned, sold, lost, stolen or destroyed, by surrendering or providing written notice to the retailer at the address where You purchased this Contract. The following is added to the To Obtain Service section: In-home service is not available under this Contract. In the event of a dispute with Us or Asurion 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 written 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 Contract.

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

**Georgia Residents:** We may only cancel this Plan before the end of its 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 its term, we will not deduct the cost of any service received from your refund. This Contract 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 Contract, 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 to participate in class actions or other representative proceedings. Nothing contained in the Arbitration Agreement shall affect Your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If the Contract is cancelled, no deduction shall be made from the refund for the cost of any service received. If this Contract has been in force for a period of seventy (70) days, We may only cancel before the expiration of the Contract term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Contract or in filing a claim for service under this Contract; 2) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; 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 Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was purchased or last renewed. If We fail to pay the cancellation refund as stated in the Cancellation section, 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. The What is not Covered section of this Contract is amended to add the following: “6> Any defects or conditions that existed prior to the device becoming Covered Equipment.” This program is not renewable.

**New Hampshire Residents:** Contact Us at 1-866-598-4874 with, questions, concerns, or complaints about the Contract. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Contract is subject to Revised Statute Annotated 542.

**New Jersey Residents:** This Plan 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.

**New Mexico Residents:** If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Contract 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 Contract; (3) You engage in fraud or material misrepresentation in obtaining this Contract; (4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this



Contract which substantially and materially increase the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

**North Carolina Residents:** The purchase of this Contract is not required either to purchase or to obtain financing for the product.

**Oklahoma Residents:** Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Contract. Oklahoma license number: 861330.

**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 TracFone Wireless, Inc. 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 **1-866-598-4874**. 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 1-866-598-4874 with questions, concerns or complaints about this Contract. In the event you do not receive satisfaction under this Contract, complaints or questions about this Contract 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 Contract 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) 463-2906 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 Contract is returned to the provider. Texas License Number: 116

**Utah Residents: NOTICE. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Contract is not guaranteed by the Utah Property and Casualty Guarantee Association. The third sentence in the Cancellation section is replaced with the following: "This Contract may be cancelled by Us 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."

**Virginia Residents:** Contact us at 1-866-598-4874 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 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 Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

**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 product or its use. 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 OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act." in the first sentence of paragraph (a) is deleted in its entirety.

**Wyoming Residents:** The Arbitration Agreement provision in this 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." For the purpose of this Arbitration Agreement, references to "We" and "Us" include the Program Provider, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) TracFone and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

**Form 3800 v. TF5 (Rev. 10/17)**