

[September 26, 2016]

[Redactions and Modifications Below are Presented in Brackets - Some items have been redacted to remove account and personally-identifiable information.]

Description of Complaint

On or about July 21, I extended my contract on line [Number Redacted] via an Upgrade Transfer. I was allowed to keep my Unlimited Data Plan (UDP) at the time, and this was consistent with Verizon policy that I could retain UDP, so long as I did not upgrade the device on that line of service.

This is confirmed by my July 28 bill - that shows the extended 2-year contract, and UDP still effective on the line of service in dispute.

On August 22, an erroneous and unrequested plan change removed UDP from my account. This occurred when I requested the activation of a replacement SIM card. Customer service immediately attempted to reverse this with an IPR, filed by Verizon representative [Name Redacted] and his supervisor the same day. That IPR, and two subsequent IPR Appeals (Tickets [Numbers Redacted]) filed by separate customer service representatives and supervisors, were all denied.

The IPR [Inactive Plan Request] team is claiming that I extended my contract inappropriately. I dispute this, with reasons below below, however that is not why UDP was removed from the account. I lost my UDP due to an unrequested plan change, a full month after the contract was extended. The IPR to restore UDP on my account should be approved accordingly.

Verizon now claims that my UDP was retained "in error" during the contract extension, and will not restore the UDP plan as a result. This was informed to me on a phone call with customer service on or about September 18. During the call, I informed Verizon that I intended to file a formal dispute.

If it is true, that UDP was retained erroneously, then the proper time to remove the UDP from my line of service, was during the 2-week trial period, at which time I could have returned the phone and reversed the upgrade. Removing UDP on August 22, simply for activating a replacement SIM, was invalid and improper by Verizon's own stated policies.

Upgrade Transfer remains, to others, the sole way of renewing a contract while keeping UDP on the account. Other customers that have performed this as late as this week, have similarly been able to retain UDP on their line of service. The IPR team clearly is not recognizing that Verizon is still encouraging this behavior - even at a purely technical level.

I am now locked into a contract, with a data plan I did not request, and no way to get my old Unlimited Data Plan back - at any price.

As such, this constitutes an act of cramming; further outlined in my FCC and CA PUC complaints. Verizon either needs to restore the \$29.99 UDP for the remainder of the contract term - or in the alternative - reverse the contract and restore UDP to my account at the (now off-contract) \$49.99 rate.

My family has maintained this Verizon Wireless account since at least 2003, for over 13 years. We have maintained Unlimited Email & Web for Smartphones since its inception. No rational actor who uses >7GB of data in a billing cycle would take an action that causes them intentionally to lose such a plan. We followed guidance from the Verizon sales team, and the experience of thousands that were allowed to keep UDP by using the Upgrade Transfer path.

Through the July 28 bill cycle, and until the August 22 unauthorized plan change, there was no indication we had even requested something that Verizon now claims to be offered in error. Verizon failed to offer a reasonable cure period to reverse the contract, accordingly. A meeting of the minds resulted, and UDP should be restored to line [Number Redacted] at the \$29.99 rate, until the end of the contract in 2018. Thousands of other customers have UDP with contracts set to end in 2018, I am not seeking any unique treatment.

As noted in my regulatory complaints, I am willing to voluntarily withdraw them if my UDP is restored, as outlined above, and that I am compensated for the loss of service since August 22 on the affected line. I regularly use over 10GB per month, and clearly would not have made a conscious effort to do anything that would endanger UDP on my account. I have had to rely on an unlimited data plan from a rival carrier since that date, further adding to my expenses, time, and effort in this matter.