

## **SERVICE PROTECTION PLANS:**

### **INSIDE WIRE MAINTENANCE • INSIDE WIRE PLUS • COVERAGE PLUS**

#### **TERMS AND CONDITIONS**

The Southern New England Telephone Company d/b/a AT&T Connecticut, referred to as "AT&T", "we" or "our", offers the following wire maintenance plans: (1) Inside Wire Maintenance, (2) Inside Wire Plus and (3) Coverage Plus (collectively referred to herein as "Service Protection Plans"). We offer Service Protection Plans only to residence and business plain old telephone service ("POTS") local exchange telephone service customers (hereinafter, "Customers" or "you"). You are not required to subscribe to any of these Service Protection Plans to receive local telephone service, but these plans help protect you against unforeseen repair bills. The following Terms and Conditions will govern the provision of these plans.

**Important Note:** Read these Terms and Conditions. Your agreement to these Terms and Conditions is indicated by your payment of the relevant charges on your bill.

#### **INTRODUCTION**

You are responsible for maintaining and repairing all Inside Wire, jacks and equipment (e.g., phones, faxes, modems, etc.). Inside Wire is that wire on your side of the network interface device, which is usually a box located on the outside of your home or business. In multi-unit buildings, however, Inside Wire is wire that is inside the walls of your unit and that is dedicated to your unit. Unless specified otherwise, the term "Inside Wire" or "Inside Wiring", when used in these Terms and Conditions, shall include inside telephone wire and jacks. Standard Inside Wiring is wiring that meets and has been installed in accordance with the specifications outlined in the National Electrical Code and the Electronic Industry Association standards.

If something goes wrong with your Inside Wire or equipment, you have several choices. You can fix it yourself. You can have it fixed by a third party, such as an electrician. Alternatively, you can call us to fix it. If you call us, we will charge you for time and materials to fix the problem, unless you have a Service Protection Plan that covers the type of problem we find.

If your phone service is located in a multi-unit building (rented/leased facilities, dormitory, military housing, condominium, cooperative dwelling, nursing home or other group living facility) you should determine whether you or your landlord/manager are responsible for repairs to your telephone Inside Wire prior to subscribing to the service.

#### **DESCRIPTION OF SERVICE PROTECTION PLANS**

**Inside Wire Maintenance:** Under this optional plan, if you report a problem with your Inside Wiring while you are enrolled under this plan, we will perform standard diagnostics and repairs to your Standard Inside Wiring associated with each telephone line covered under this plan (subject to the plan Exclusions listed below). Under this plan, we will repair or replace the defective Standard Inside Wiring at no additional cost to you. At our discretion, we will determine the manner in which repairs will be made. We will also decide the color and specifications of replaced wire, jacks and connecting blocks. Surface mounting is the standard for replaced wiring and jacks. Requests for replacement with concealed wiring requiring extra work will be subject to time and material charges. We reserve the right to dispatch a repairman at our discretion as trouble isolation can often be performed through our remote testing facilities.

**Coverage Plus:** Under this optional plan, if a trouble occurs in your telephone set, we will provide you a standard telephone set to be used with a standard modular jack. This set may be used for up to two billing cycles while you arrange to have your telephone repaired or replaced.

A commercial carrier will deliver your loaner telephone in most instances. You may also be able to pick the loaner telephone up at one of our stores. You must return the loaner telephone to us (via mail or at one of our stores) within two billing cycles, or you will be charged our current monthly rental fee until the set is properly returned. If you elect to purchase the phone, we will bill the retail price to your account. (Interest-free installment billing available subject to account review.)

**Inside Wire Plus:** This optional plan combines all the services included in Inside Wire Maintenance and Coverage Plus. To request service under any of the Service Protection Plans, you should call the AT&T repair service telephone number: 611

If you have multiple POTS lines at one location, and you wish to order one of these optional Service Protection Plans, you must subscribe to the same Service Protection Plan for each line at the same location. If you are a business customer with an off-premises extension and you wish to order a Service Protection Plan, you must subscribe to the same Service Protection Plan for both your main service location and your off-premises extension location.

## **EXCLUSIONS**

The following are NOT included in the Service Protection Plans:

- Inside Wire rendered defective by negligence, willful damage, vandalism or faulty equipment (e.g., phones, faxes, modems, etc.);
- Inside Wire that did not work when the service was ordered or that is not connected to the telephone network;
- Non-Standard Inside Wiring, or wiring for boat slips and special boat cords and jacks;
- Jacks located outdoors except for waterproof jacks located on the exterior of your premises;
- For multi-unit dwellings, problems occurring in horizontal and/or riser cable or problems we are prevented from accessing, for example, by the owner of the property, by government or military authorities (i.e., the Customer lives on a military base) or by your landlord;
- Repair of complex Inside Wire associated with multiple lines that use common equipment. This includes Inside Wire associated with telephone stations that are a part of a key or PBX telephone system, repair of Inside Wire associated with Centrex, Dimension, CentraLink 2100, CentraLink 3100 or CentraLink DCOSS type service, and lines connected to coin telephones; and
- Damage occurring to Inside Wire in connection with physical damage to a portion of a residence or business premises if destruction of a residence or business premises is so severe that telephone service is or must be disconnected and subsequently reestablished. Such physical damage to Inside Wire may be caused by flood, earthquake, acts of war, fire, lightning, wind or other casualty.

## **CUSTOMER'S RESPONSIBILITY**

If the work you request requires conduit, cutting and patching of finished walls, floors and ceilings, or structure modifications, you are responsible for arranging to have such work performed by other persons.

After each repair or installation visit, you have the responsibility to reestablish the connection or verify proper functioning of any telephone transmitting, dialing or answering equipment connected to your Inside Wire. Such equipment includes automatic dialers, fire and burglar alarms, meters, sensors, answering devices and telephones. It is also your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during our tests of the functioning of your Inside Wire or the central office network access line.

## **CHARGES, TAXES AND FEES**

You agree to pay our current charges for Service Protection Plans, as well as taxes and fees assessed against either you or AT&T on the charges, and all late payment, interest or other fees as stated on your telephone bill. For current prices for any service described in these Terms and Conditions, taxes or other applicable fees, check your telephone bill or call the service center at the number listed on your monthly AT&T bill.

## **DATE OF EFFECTIVE COVERAGE**

The Service Protection Plans become effective immediately after your order is completed, except that the service will become effective on the date of installation of new telephone service and on the day after the premises visit if you order a Service Protection Plan at the time of a paid repair or installation visit.

### **CANCELLATION OF SERVICE**

You may cancel a Service Protection Plan at any time by calling our service center. Charges are prorated to the date service is canceled. We may cancel your Service Protection Plan if you fail to timely pay the charges for the plan or if you repeatedly cause or permit damage to occur to covered Inside Wire or equipment.

### **LIMITED WARRANTY**

Identification and isolation of the cause of trouble in an electronic network, like the telephone system, is sometimes difficult and time consuming, especially if the trouble is from multiple causes or is intermittent. Our sole responsibility under the Service Protection Plans is to use reasonable skill, procedures and equipment to locate and fix the trouble or to isolate it to specific Inside Wire or telephone equipment.

Except as otherwise provided in these Terms and Conditions, if we are not successful in identifying or eliminating the problem, or if we do not perform a repair or replacement correctly, we will return to your premises to correct the covered repair or replacement at no additional charge. This warranty applies as long as you continue to subscribe to the Inside Wire Plus or Inside Wire Maintenance plan. The warranty for loaner telephones purchased by Service Protection Plan customers is governed by the warranty documents included with the telephone set delivered to you. WE HEREBY EXPRESSLY DISCLAIM ALL AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS.

### **LIMITATION AND EXCLUSION OF LIABILITY**

We will not be liable for delays or failure to perform inside wire repair or installation service due to circumstances beyond our reasonable control (i.e., labor strikes, natural catastrophes, civil disturbances, weather, material shortages and unusual work loads). Our liability for damages caused by or arising out of our failure to perform the service covered by a Service Protection Plan in a proper and timely manner shall in no event exceed the lesser of (i) \$100, or (ii) (a) the actual cost to repair, replace or install the inside wire, or (b) the actual cost to obtain a standard loaner telephone set incurred by you during the first 30 days after we have made a service call to your home or business if you were a Service Protection Plan subscriber at the time of the repair.

We will not be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF A SERVICE PROTECTION PLAN. IN ADDITION, WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS FOR THE MALFUNCTIONING OR NON-FUNCTIONING OF APPARATUS CONNECTED TO YOUR INSIDE WIRE SUCH AS AUTOMATIC DIALERS, FIRE AND BURGLAR ALARMS, METERS, SENSORS, ANSWERING DEVICES AND TELEPHONES.

### **DISPUTE RESOLUTION**

Any dispute between us will be resolved exclusively and finally by arbitration administered by and under the rules of the National Arbitration Forum ("NAF"). If the NAF ceases to exist, we will agree on another arbitration forum. The arbitration will be conducted by a single arbitrator and will be limited solely to the dispute between us. The arbitration may not be consolidated with any other dispute or arbitration or conducted on a class-wide or class-action basis. The arbitration will be held at any reasonable location near your residence or by telephone at your option. If you win

the arbitration, we will reimburse any fees that you paid to the NAF for the arbitration. We will not pay any other costs or fees that you incur. You are not responsible to pay any of the fees we incur.

If either party tries to bring a dispute in a forum other than the NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees, incurred in staying or dismissing the dispute. **You understand that, in the absence of this provision, you could have sued us in a court and you could have consolidated your dispute with other disputes on a class-wide or class-action basis. By continuing to pay for the Service Protection Plan, you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration.** The judgment of the arbitrator may be entered in any court having jurisdiction. Information concerning such arbitration may be obtained at the NAF website [www.arb-forum.com](http://www.arb-forum.com), by calling 800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405.

#### **CHANGES TO TERMS AND CONDITIONS**

We reserve the right to discontinue offering any or all of the Service Protection Plans or to amend the Terms and Conditions, including changing the prices. If there is such a change, you will be notified in advance by a message on your telephone bill or by some other written notice. If you do not cancel your Service Protection Plan prior to the date of such change, you will be bound by the new terms and or charges until you cancel your plan.

#### **GENERAL PROVISIONS**

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

We will not be liable for any delay or failure to perform our obligations if such delay or nonperformance arises in connection with any act of God, fire, flood, strike or other labor dispute, unusually severe weather, act of any governmental body or any other cause beyond our reasonable control.

#### **ENTIRETY OF AGREEMENT**

NO REPRESENTATIVE OF AT&T HAS THE AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY TO YOU OTHER THAN THAT STATED IN WRITING IN THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN AT&T AND YOU CONCERNING THE PROVISION OF THE SERVICE PROTECTION PLANS.