

## AT&T Telephone Protection Plan Terms and Conditions

This is a legal contract and, by purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth below. Please read these terms and conditions carefully and retain them for Your records.

Throughout this AT&T Telephone Protection Plan ("Plan") the words "We," "Us," and "Our" refer to the Obligor. "AIGWS" refers to AIG Warranty Services and Insurance Agency, Inc., and "AT&T" refers to AT&T Corp. The words "You" and "Your" refer to the Plan Holder.

### **TERM and COVERAGE:**

This Plan will become effective and billing will commence upon Your subscription to the Plan. 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, this Plan continues to provide some of the manufacturer's benefits, as well as certain additional benefits listed within the Plan's terms and conditions. The term length purchased can be confirmed by referencing Your sales receipt. This Plan covers qualifying products sold in the U.S. only. The Plan is only offered to AT&T residential telephone customers.

### **Repair or Replacement of Sets.**

In the event of equipment malfunction or failure of operation as a result of normal use and/or power surges, We will repair or replace one-line or two-line telephone sets that are compatible with a AT&T analog residential telephone line and/or Caller ID display units and answering machines owned by the You and registered with AT&T. If a set is beyond repair, or if the cost of repair would exceed the retail value of a replacement set, it will be replaced with a set comparable in like kind and quality, subject to the provisions of section 2, below. We make no representation that any replacement set will be identical or substantially identical to the set submitted for repair or replacement. At Our sole discretion, equipment replacements will be new or refurbished. Repaired or replaced sets are warranted for 90 days and will be registered automatically as one of the sets to be covered under this Plan. During such 90-day period, any additional repair or replacement of such sets will not be charged against Your annual claims limitation described in paragraph 2 below.

### **Annual Value Limitation on Claims.**

Under the Plan, You are limited to repairs and/or replacements equal to \$400 in total retail value for claims processed in any twelve-month period, commencing upon the date which You first filed a claim. The retail value of any repairs hereunder shall be equal to the market retail value of parts and labor charges for repairing the set, as determined at Our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of a comparable replacement set.

### **Payment.**

You agree to pay monthly charges for this Plan as such charges may appear on Your AT&T telephone bill, and there will be no additional charge for repairing or replacing the registered sets. The monthly rate for the Plan was provided to You at the time You subscribed to the Plan. You may contact Your AT&T representative for the current applicable rate for the Plan. Because this Plan is optional, non-payment of charges for this Plan will not cause termination or denial of Your regular telephone service. Non-payment will, however, result in cancellation of the Plan. All charges, plus all applicable taxes, shall be due and payable by the due date stated on AT&T's bill. Payments received after that date may be subject to a late payment charge.

No deductible shall apply to this Plan.

**Exclusions from Coverage.**

- pre-existing conditions at the time of Your subscription to the Plan;
- acts of God, including but not limited to floods, fires, earthquakes and the like, except that damage due to power surge is covered under this Plan;
- problems resulting from a Manufacturing Defect, which is defined as a malfunction or limitation of functionality that is a result of the original manufacturer's design plan or manufacturing process (the existence of a Manufacturing Defect shall be determined solely by Us);
- problems resulting from the manufacturer's failure to design a set for year 2000 compliance;
- decorative telephone sets (e.g., football phones);
- telephone accessories, such as headsets, cords, and the like;
- special needs accessories; such as handset boosters, visual ring indicators, and the like;
- routine maintenance and consumable items, such as batteries;
- rotary or hardwired telephones;
- telephones with 3 or more lines or PBX/Key systems
- theft;
- AT&T Leased Products;
- Call Manager 100 & Call Manager 200 (used in conjunction with AT&T Voice Mail)

**Coverage Under the Plan.**

This Plan is offered on a per residence basis and is not transferable. The Plan will become effective and billing will commence upon Your subscription to the Plan. Pre-existing conditions are not covered and no claims will be accepted within the first thirty (30) days following such subscription. Charges for the Plan are billed one month in advance.

**Cancellation.**

This Plan is automatically renewable on a month-to-month basis and can be canceled by You at any time for any reason by notifying AT&T's local business office (or other number that AT&T may designate for such purpose). If this Plan is cancelled, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by Us. We may elect not to renew the Plan upon 30 days written notice to You.

**Registration.**

You will be responsible for completing the Plan registration form to register Your telephone sets and/or Caller ID display units and answering machines that are to be covered under this Plan and returning the form to the designated reply address. Failure to complete and return the registration form may result in a delay in coverage, as coverage will be provided only on Your registered sets. Changes and/or updates to Your coverage registration form can be made by submission of a replacement registration form at any time either by mail or through the Internet. After the initial registration of equipment for the Plan, all equipment registrations by You will be subject to a thirty (30) day waiting period.

**Claims Process.**

In the event one or more of the registered sets malfunctions, You may, 30 days after subscription to this Plan, file a claim either via the Internet at <http://www.att.com/tpp>, by telephone at 1-866-844-5144 (M – F: 8:30 AM – Midnight EST; Sat: 8:30 AM – 4 PM EST), or by mail at the address specified on the registration form. At Our discretion, if a set is to be replaced, it will be shipped directly to Your billing address along with a return kit and return postage for the defective set. If You fail to return the defective set as and when required, You may be billed for the replacement set. At Our discretion, if a set is to be repaired, A prepaid shipping label and shipping instructions will be sent to You within approximately four to five business days. If You fail to register the equipment prior to reporting a claim under the Plan, there may be a delay in processing the claim. Claims may only be made directly against the Obligor identified in the Plan.

**Changes to the Plan.**

WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, THE ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON 30 DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A BILL INSERT IN AT&T 'S MONTHLY TELEPHONE BILLING ENVELOPE. AS A MESSAGE PRINTED ON THE AT&T BILL, IN A SEPARATE MAILING, OR BY ANY OTHER REASONABLE METHOD AT OUR DISCRETION. IF YOU DO NOT ACCEPT THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, OR THE MODIFIED ADMINISTRATION OF THE PLAN, YOU MAY CANCEL THE PLAN AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, 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 THE CUSTOMER TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**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, act of God, or other similar causes beyond Our control.

**Abuse of the Plan.**

This Plan Is for Your use only and may not be assigned. Telephone sets or Caller ID display units owned by anyone other than You may not be registered under the Plan. Any abuse of the Plan by Your, including but not limited to seeking repair or replacement of a set not belonging to You, may result in termination of the Plan upon notice.

**Insured Service Contract:**

This Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water St., 20th Floor, New York, NY 10038 and telephone number (800) 250-3819 or Warranty@aig.com. If You fail to receive a claim payment, service or a replacement product within 60 days of submitting the request, or You are otherwise dissatisfied, You may submit the claim directly to the insurance company.

**Service Contract Obligor & State Variations:**

AIGWS is the Administrator and Obligor under this Service Contract except in California, Oklahoma and Wisconsin. AIGWS can be contacted at: 500 West Madison St., Chicago, IL 60661

**Limitation of Liability:**

Our liability for any negligence, error, mistake, or omission regarding this Agreement or repair or replacement of sets under this Agreement is limited to a correction of any such error, mistake, or omission. If such a correction is not possible, Our liability will be limited to charges paid to AT&T pursuant to this Agreement. WE WILL, IN NO EVENT, BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED TO THE PROVISION OF THIS AGREEMENT OR REPAIR OR REPLACEMENT OF SETS UNDER THIS AGREEMENT AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON OUR PART OR THE PART OF OUR EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

**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 date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan.

**CALIFORNIA RESIDENTS:**

AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Plan and can be contacted at 500 West Madison Street, Chicago, IL 60661, (800) 250-3819. Warranty Corporation of America is the Administrator under this Plan and can be contacted at P.O. Box 2744, Norcross, GA 30091-2744, (800) 822-9222.

**CONNECTICUT RESIDENTS:**

The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, 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 PLAN

**GEORGIA RESIDENTS:**

Cancellation will comply with Section 33-24-44 of the Georgia Code.

**ILLINOIS RESIDENTS:**

This Plan can be canceled by you at any time for any reason by mailing or delivering notice of cancellation to AT&T acting on behalf of AIGWS.

**KANSAS RESIDENTS:**

This Plan is not an insurance policy.

**NEVADA:**

Service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

**NORTH CAROLINA RESIDENTS:**

The purchase of this PLAN is not required either to purchase or to obtain financing for a home appliance.

**OKLAHOMA RESIDENTS:**

AIGWS is not the Obligor under this Plan. AT&T is the issuer of this Plan.

**SOUTH CAROLINA:**

To prevent any further damage, please refer to the owner's manual. In the event the service contract Obligor does not provide covered service within (60) days of proof of loss by the contract holder, the contract holder is entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**TEXAS RESIDENTS:**

If You purchase this Plan in Texas, unresolved complaints concerning an Obligor or a question concerning the registration of a service contract Obligor can be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, telephone number (512) 463-2906 or (800) 803-9202.

**UTAH RESIDENTS:**

Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**WISCONSIN RESIDENTS:**

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. Warranty Corporation of America is the Administrator and Obligor under this Plan and can be contacted at P.O. Box 2744, Norcross, GA 30091-2744 (800) 822-9222. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.