

AT&T INSIDE WIRE MAINTENANCE PLAN

Updates to these Terms & Conditions are effective 9/1 and replace all prior versions of this document. Revisions to the following sections are highlighted in blue:

- "Terms and Conditions"
- "Customer's Responsibility"
- "Amendment of Terms and Conditions, Increases in Prices, and Termination of Offering."

INTRODUCTION

As a subscriber to AT&T Inside Wire Maintenance Plan, if you experience a problem with your telephone service, AT&T will diagnose the trouble and if the problem is with your inside telephone wire, jacks, or telephone set cord, AT&T will repair the trouble at no cost to you as provided in the following inside wire contract.

AT&T Inside Wire Maintenance Plan is an optional service that is not required for you to continue AT&T basic telephone service. This maintenance plan is a service offered to help you avoid unexpected costs and have your service repaired in a timely and professional manner, should you experience trouble. You can cancel the AT&T Inside Wire Maintenance Plan at any time without incurring a disconnect charge.

You were apprised of the price of the AT&T Inside Wire Maintenance Plan at the time you initially enrolled. The price is subject to change. You will be notified in advance of any rate change.

IMPORTANT LIMITATIONS AND EXCLUSIONS EXIST TO THIS SERVICE. YOU SHOULD READ THE FOLLOWING CONTRACT TO UNDERSTAND ALL TERMS AND CONDITIONS.

CONTRACT

Terms and Conditions

The Inside Wire Maintenance Plan is offered by AT&T to its residential local exchange customers. By paying for this service, you agree to be bound by all of the provisions of the terms and conditions including any modifications to the terms and conditions adopted by AT&T in the future.

For a flat monthly fee, the Inside Wire Maintenance Plan provides trouble isolation service and repair service on inside telephone wire and jacks. Inside Wire is that wire on the customer's side of the network interface device, which is usually a box located on the outside of your home. Unless specified otherwise, the term "Inside Wire" or "Inside Wiring," when used in this Contract, shall include inside telephone wire and jacks.

The Inside Wire Maintenance Plan is an optional service that is not required for you to subscribe to or continue AT&T Local Services.

The Inside Wire Maintenance Plan becomes effective thirty (30) days after you enroll.

The Inside Wire Maintenance Plan is not offered for repair of complex Inside Wire associated with multiple lines that use common equipment such as telephone stations that are part of a key or PBX telephone system; it is also not available to business customers.

If you have more than one single-line telephone service at one location, e.g., two telephone numbers, and you wish to order this optional service, you must subscribe to the Inside Wire Maintenance Plan for each telephone number or service at the same [location in order for each telephone number to receive the plan benefits](#).

If you live in rented/leased facilities, military housing, condominiums, or cooperative dwellings, you should first determine whether you are responsible for repairs to your telephone inside wire prior to subscribing to the service.

What is included in the Inside Wire Maintenance Plan Service?

When you report trouble that interferes with the proper functioning of telephone service, we will test the line to determine if the trouble is on the network side of the telephone network interface (demarcation point between our responsibility and the customer's responsibility) or on the customer side. If the trouble is on our side of the telephone network interface, the trouble will be repaired at our expense in accordance with our tariff as part of our local telephone service. If the trouble is on the customer side of the network interface, we will test the line to determine if the trouble is caused by the inside telephone wire or a specific telephone set or equipment. If the trouble is caused by inside telephone wire, we will repair or replace the defective inside telephone wire subject to the limitations and exclusions contained in this Plan. If the trouble is not caused by the inside wiring or jacks, but instead by the customer's telephone equipment, such as a separate ringer, transformer, lights, speaker telephone or answering device, we will locate the problem, however, there will be a charge for this service.

At our discretion, we will determine the manner by which repairs will be made. 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.

Inside Wire Maintenance Plan services provide repair and replacement of Inside Wire rendered defective by reason of ordinary wear and tear and simple negligence.

What is NOT included in the Inside Wire Maintenance Plan Service?

Excluded from coverage is Inside Wire rendered defective by reasons of flood, earthquake, acts of war, fire, lightning, wind, or other casualty requiring a substantial reconstruction of the premises. Also excluded from coverage of Inside Wire Maintenance Plan service is Inside Wire rendered defective by gross negligence, willful damage, or vandalism. Inside Wiring that did not work when the service was ordered, that does not meet our installation practices or technical standard, and wiring not connected to the telephone network is not covered by Inside Wire Maintenance Plan services. Outside wiring to a detached structure on the same premises is not covered; however, wiring inside the detached structure is covered. Inside Wiring is not covered when we are prevented from accessing it, for example, by actions taken by the owner of the property, by government or military authorities (i.e., the Customer lives on a military base), or by your landlord.

Customer's Responsibility

If the repair covered by the Inside Wire Maintenance Plan requires conduit, cutting, or patching of finished walls, floors, or ceilings, or structure modifications, the Customer is responsible for arranging to have such work performed by other persons at the Customer's expense.

After each repair or installation visit, the customer has the responsibility to reestablish connection or verify proper functioning of any telephone transmitting, dialing, or answering equipment connected to Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, and answering devices.

Access to the premise and attendance of an authorized adult is necessary during a premise visit. [A "Failure to Cancel Premise Visit" charge may apply if an appointment is not cancelled prior to the scheduled appointment window.](#)

It is also the customer's 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 test of the functioning of the Inside Wire or the central office network access line.

Charges and Taxes

By requesting the Inside Wire Maintenance Plan, you agree to pay our current charges for such services which may change from time to time, as well as any taxes and fees assessed.

Cancellation of Service

You may cancel the service at any time by calling our service center. Charges are prorated to the date service is canceled, except that, for the first billing month, there is a minimum of one month billing. There is no charge for canceling the service. We may deny Inside Wire Maintenance Plan services during a period when the Customer's account is in suspension/disconnection for late or nonpayment or in instances where there has been abuse of service. Abuse of service is deemed when a customer repeatedly causes or permits damage to occur to the Inside Wire. If the Inside Wire Maintenance Plan is reordered after cancellation, there is a 30-day waiting period before the service becomes effective.

Amendment of Terms and Conditions, Increases in Prices, and Termination of Offering

[We reserve the right to discontinue offering the Inside Wire Maintenance Plan, or to amend the terms and conditions, including increasing the prices, by giving Inside Wire Maintenance Plan Customers notice of the contract amendment, change in the charge, or discontinuance of the offering. Notice of change may be provided by a variety of methods, including the AT&T website, by a toll free number, or by any other reasonable method at AT&T's discretion. Changes to the Terms and Conditions can be viewed at \[www.att.com/maintenanceterms\]\(http://www.att.com/maintenanceterms\).](#)

By paying the monthly charge after the effective date of the notice, you agree to be bound by any amendment to the terms and conditions of the Inside Wire Maintenance Plan or changes in charges for the Plan.

LIMITATIONS AND EXCLUSION OF LIABILITY

AT&T shall not be liable for delays or failure to perform Inside Wire repair or installation service due to circumstances beyond our control. This includes labor strikes, natural catastrophes, civil disturbances, weather, material shortages, and unusual work loads.

AT&T shall 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.

AT&T shall not be liable under any circumstances for attorney's fees or indirect, incidental or consequential damages, including but not limited to, lost profits or any other expense, loss, or damage, directly or indirectly arising from the performance or nonperformance of Inside Wire Maintenance Plan services or from the malfunctioning or nonfunctioning of apparatus connected to Customers' Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices, and telephones. AT&T's total liability will be limited to amounts paid by the customer for Inside Wire maintenance coverage (except for bodily injury and damages to real and tangible property proximately caused by AT&T's negligent or willful act).

(eff 09/05)