

## Verizon Telephone Protection Plan

### HOW IT WORKS

- If your telephone set or Caller ID display unit fails, call 1-888-866-6066. You will be shipped a replacement.
- Replacement sets will be mailed to your home.
- Telephone sets and Caller ID display units will be delivered to your home within 10 business days. You'll be provided a "like kind and quality" replacement at no charge.
- For complete details, refer to Plan Terms and Conditions.

### Telephone Protection Plan Terms and Conditions

Please read these terms and conditions carefully and retain them for your records.

This is an optional service. The terms and conditions set forth herein constitute an agreement between Verizon and you (Subscriber), as the subscriber to the Verizon Telephone Protection Plan for the services described herein. Asurion Warranty Services, Inc. is the Provider (Obligor) and the administrator of the Verizon Telephone Protection Plan. Your payment of charges for the Plan acts as your acknowledgement of and agreement to these terms and conditions. Having this plan is not a prerequisite for obtaining service from Verizon. The plan is only offered to Verizon residential telephone customers. Verizon provides to you the optional Verizon Telephone Protection Plan subject to the following terms:

1. **Replacement of Sets.** Under the Verizon Telephone Protection Plan, in the event of equipment malfunction or failure of operation as a result of normal use and/or power surges, Asurion Warranty Services, Inc. will replace one-line or two-line telephone sets that are compatible with a Verizon analog residential telephone line and/or Caller ID display units owned by the Subscriber and registered with Verizon. At Asurion Warranty Services, Inc.'s sole discretion, a set is replaced with a set comparable in kind and quality subject to the provisions of section 2, below. Asurion Warranty Services, Inc. makes no representation or warranty that any replacement set will be identical or substantially identical to the set submitted for replacement. Equipment replacement will be a new set or a pre-owned, refurbished set, at Asurion Warranty Services, Inc.'s sole discretion. Replaced sets are warranted by Asurion Warranty Services, Inc. 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 replacement of such sets will not be charged against the Subscriber's annual claims limitation described in paragraph 2 below. Asurion Warranty Services, Inc. has the right to receive the benefit of any full or partial manufacturer's warranty or other ancillary coverage remaining on any set covered under this Plan.
2. **Annual Value Limitation on Claims.** Under the Plan, you are limited to replacements equal to \$400 in total retail value for claims processed in any twelve-month period, commencing with the date upon which you first subscribed to the Plan. The retail value of any set replacement hereunder shall be equal to the retail value of the replacement set, as determined by Asurion Warranty Services, Inc.
3. **Payment.** You agree to pay monthly charges for this Plan as such charges may appear on your Verizon telephone bill, and there will be no additional charge for replacing the registered sets. The monthly rate for the Plan was provided at the time you subscribed to the Plan. You may contact your Verizon 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 Verizon's bill. Payments received after that date may be subject to a late payment charge.
4. **Exclusions from Coverage.** This Plan does not cover the following:
  - (1) problems caused by abuse, misuse, improper installation, water damage or customer negligence;
  - (2) pre-existing conditions at the time of your subscription to the Plan;
  - (3) acts of God, including but not limited to floods, fires, earth-quakes and the like, except that damage due to power surge is covered under this Plan;

- (4) 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 Asurion Warranty Services, Inc.);
  - (5) problems resulting from the manufacturer's failure to design a set for year 2000 compliance;
  - (6) decorative telephone sets (e.g., football phones);
  - (7) telephone accessories, such as headsets, cords, and the like;
  - (8) special needs accessories; such as handset boosters, visual ring indicators, and the like;
  - (9) routine maintenance and consumable items, such as batteries;
  - (10) rotary or hardwired telephones;
  - (11) telephones with 3 or more lines or PBX/Key systems;
  - (12) telephones used in connection with your telephone line if the line is provided by a Company other than Verizon; and
  - (13) answering machines, telephones with integrated answering machines, and other non-telephone equipment (other than Caller ID display units).
5. **Coverage Under the Plan.** This Plan is offered on a per account basis and is available only to End-Users and subscribers of Verizon residential telephone service that also subscribe to one of Verizon's inside wire maintenance plans. The cancellation of the inside wire maintenance plan will result in the cancellation of the Telephone Protection Plan as well. The Plan will become effective and billing will commence upon Subscriber's subscription to the Plan; provided, however, that pre-existing conditions are not covered and no claims will be accepted within the first thirty (30) days following such subscription. The Subscriber will have coverage provided, at no cost from the date of cancellation plus an additional thirty (30) days. In the event the Subscriber transfers its Verizon landline telephone service to another location within Verizon's territory, retains Verizon telephone service, and continues subscription to this plan, there will be no lapse in coverage. Charges for the Plan are billed one month in advance.
  6. **Cancellation.** This Plan is provided on a month-to-month basis and can be canceled by the Subscriber at any time by notifying Verizon's local business office (or other number that Verizon may designate for such purpose). Verizon may elect not to renew the Plan upon 30 days written notice to the Subscriber. Upon any termination or cancellation by the subscriber or Verizon, the Subscriber will have coverage provided, at no cost from the date of termination or cancellation plus an additional thirty (30) days.
  7. **Registration.** The Subscriber will be responsible for completing the Plan registration by calling 1-888-866-6066 to register the Subscriber's telephone sets and/or Caller ID display units that are to be covered under this Plan. Failure to complete the registration may result in a delay in coverage, as coverage will be provided only on the Subscriber's registered sets. Changes and/or updates to the subscriber's coverage registration can be made by calling 1-888-866-6066.
  8. **Claims Process.** In the event one or more of the registered sets malfunctions, the Subscriber may, 30 days after subscription to this plan, file a claim by telephone at 1-888-866-6066 (7:30 AM to 12PM, Eastern, Monday through Friday, and from 8:00 AM to 4:30 PM, Eastern, on Saturdays, Excluding National Holidays). At Asurion Warranty Services, Inc.'s discretion, if a set is to be replaced, it will be shipped directly to the subscriber's billing address. If the subscriber fails to register 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 provider identified in the contract. No claim may be made against any insurer identified in this contract.
  9. **Changes to the Plan.** VERIZON MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, THE ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE SUBSCRIBER. SUCH NOTICE MAY BE PROVIDED IN A BILL INSERT IN VERIZON'S MONTHLY TELEPHONE BILLING ENVELOPE. AS A MESSAGE PRINTED ON THE VERIZON BILL, IN A SEPARATE MAILING, OR BY ANY OTHER REASONABLE METHOD AT VERIZON'S DISCRETION. IF THE SUBSCRIBER DOES NOT ACCEPT THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, OR THE MODIFIED ADMINISTRATION OF THE PLAN, THE SUBSCRIBER MAY CANCEL THE PLAN BY NOTICE TO VERIZON 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.

10. **LIMITATION OF LIABILITY.** Verizon's liability or any negligence, error, mistake, or omission regarding the Plan or replacement of sets under the Plan is limited to a correction of any such error, mistake or omission. If such a correction is not possible, Verizon's liability will be limited to charges for the applicable month paid to Verizon pursuant to the Plan. Any refund must be requested by the Subscriber, VERIZON WILL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN OR REPLACEMENT OF SETS UNDER THE PLAN AND CAUSED BY NEGLIGENCE ERROR, MISTAKE OR OMISSION ON THE PART OF VERIZON OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.
11. **Force Majeure.** Verizon shall not be held responsible for any delay or failure in performance of any part of this Agreement 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 Verizon's control ("condition"). If any such condition occurs, Verizon may elect to terminate this Agreement and the Plan immediately without notice.
12. **Abuse of the Plan.** This Plan is for the Subscriber's use only and may not be assigned. Telephone sets or Caller ID display units owned by anyone other than the Subscriber may not be registered under the Plan. Any abuse of the Plan by the Subscriber, including but not limited to seeking replacement of a set not belonging to Subscriber, may result in termination of the Plan upon notice.
13. **Non-waiver.** Verizon's failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by Verizon of any such term or condition under any other circumstance or of any other term or condition set forth herein.

**IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:**

CONNECTICUT: This Plan is automatically extended while the product is being replaced. You may cancel this Plan if you return the product or the product is sold, lost, stolen or destroyed. If you purchased this Plan in Connecticut, you may pursue arbitration to settle disputes between you and the provider of this Plan. You may mail your complaint to: State of Connecticut, Insurance Dept., PO Box 816, Hartford CT 06142. The written complaint must describe the dispute, the price of the product, and include a copy of this Plan.

NEW YORK: If no claim has been made under this Plan, you may return this Plan within twenty (20) days of the date the Plan was mailed to you or within ten (10) days of delivery if the Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund you the full amount of the purchase price of the Plan. This right to void the Plan is non-transferable and applies only to the original Plan purchaser. A 10% per month penalty will be added to a refund that is not made within thirty (30) days of return of the Plan to us.

NORTH CAROLINA: The purchase of this Plan is not required either to purchase or obtain financing for a home appliance. We may not cancel this Plan except for non-payment or for violation of the terms and conditions of this Plan. Any administrative fee applied to a pro rata refund will not exceed 10% of the amount of the pro rata refund.

RHODE ISLAND: This Plan is backed by the full faith and credit of the provider.

COMMISSIONER OF INSURANCE. If you cancel this plan, no deduction shall be made from the refund for the cost of any service received. This Plan shall not be cancelled due to unauthorized repair of covered equipment.

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