

# Telephone Protection Plan Terms and Conditions

Provided by TMI Solutions, LLC

This is a legal contract. By purchasing this CenturyLink® Telephone Protection Plan (this "Plan") and making monthly payments for this Plan, you acknowledge that you have had the opportunity to carefully read and understand the terms and conditions set forth herein and agree with each provision of this document. Please retain this document for your records. These terms and conditions, along with your monthly CenturyLink bill, constitute the entire agreement between the parties to this Plan. This document shall govern in the event of any conflict between this document and your monthly CenturyLink bill. Throughout this Plan the words "we," "us" and "our" refer to TMI Solutions, LLC. The term "CenturyLink" refers to CenturyLink, Inc., as the seller of this Plan. The words, "you" and "your" refer to you, the Plan holder, as identified on your monthly CenturyLink bill.

- 1. Term and Coverage.** The Plan will become effective and billing will commence upon your subscription to the Plan, and will continue until terminated by either you or CenturyLink as provided in Sections 6 and 15 below. **PRE-EXISTING CONDITIONS ARE NOT COVERED AND NO CLAIMS WILL BE ACCEPTED WITHIN THE FIRST THIRTY (30) DAYS FOLLOWING SUCH INITIAL SUBSCRIPTION.** Charges for the Plan are billed one month in advance. This Plan is offered on a per-account basis and is available only to subscribers of CenturyLink residential telephone service. If you transfer your CenturyLink residential telephone service to another location at which CenturyLink provides residential telephone service, there will be no lapse in coverage under this Plan if you retain such service and continue your subscription to this Plan.
- 2. Replacement of Sets.** Under this Plan, in the event of equipment malfunction or failure of operation as a result of normal use and/or power surge, we will replace residential telephone sets, Integrated Telephone Answering Devices and Caller ID display units owned by you, that are compatible with a CenturyLink analog residential telephone line. The replacement set will be comparable in like kind and quality, subject to the provisions of Section 3 below. We make no representation that any replacement set will be identical or substantially identical to the set submitted for replacement. We will replace covered equipment with new products. Replacement sets are warranted by the manufacturer, for a 1-year period. During such 1-year period, any additional replacement of such sets will not be charged against your annual claims limitation described in Section 3 below.
- 3. Annual Value Limitation on Claims.** Under this Plan, you are limited to replacement products equal to \$400 in total retail value for claims processed in any 12-month period, commencing with the date upon which you first subscribed to the Plan.

- 4. Payment.** You agree to pay monthly charges for this Plan as such charges may appear on your CenturyLink residential telephone bill. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan. You may contact your CenturyLink representative for the current applicable rate for the Plan. Because this Plan is optional, nonpayment of charges for this Plan will not cause termination or denial of your CenturyLink residential telephone service. Nonpayment will, however, result in cancellation of this Plan. All charges, plus all applicable taxes, will be due and payable by the due date stated on your CenturyLink monthly bill. Charges for the Plan are billed one month in advance. Payments received after that date may be subject to a late payment charge. There is no deductible under this Plan.
- 5. Exclusions from Coverage.** This Plan does not cover the following items or events:
  - a. Problems caused by abuse, misuse, improper installation, water damage or customer negligence;
  - b. Pre-existing conditions at the time of your subscription to the Plan;
  - c. Acts of God including, but not limited to, flood, fire, earthquake and the like, except that damage due to power surge is covered under the Plan;
  - d. 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 or manufacturing process (the existence of a Manufacturing Defect shall be determined solely by us);
  - e. Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;
  - f. Routine maintenance and consumable items including, but not limited to, batteries;
  - g. Telephones with 3 or more lines or PBX/Key systems;
  - h. Telephones used in connection with your telephone line if the line is provided by a company other than CenturyLink;
  - i. CenturyLink leased products;
  - j. Other, non-telephone equipment (other than Caller ID display units); and,
  - k. Theft.
- 6. Cancellation.** This Plan is provided on a month-to-month basis and may be canceled by you at any time for any reason by notifying the CenturyLink local business office (or other number that we may designate for such purpose). We may elect not to renew this Plan upon 30 days written notice to you. Upon any termination or cancellation by you or us, you will have coverage provided, at no cost from the date of termination or cancellation plus an additional 30 days.
- 7. Claims Process.** In the event one of your covered telephone sets malfunctions, you may file a claim by telephone at (877) 335-0001. Your replacement set will be shipped directly to your billing address along with a return authorization form 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. Your replacement set will be shipped directly to your billing address along with a return authorization form 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.
- 8. Changes to 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 THE CENTURYLINK MONTHLY TELEPHONE BILLING ENVELOPE, AS A MESSAGE PRINTED ON THE CENTURYLINK BILL, IN A BILL INSERT IN THE CENTURYLINK MONTHLY TELEPHONE BILLING ENVELOPE, AS A MESSAGE PRINTED ON

THE CENTURYLINK 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 NEW PLAN PERIOD, 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 YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

- 9. Limitation of Liability.** UNDER NO CIRCUMSTANCE WILL WE OR CENTURYLINK OR BE LIABLE TO YOU FOR EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER FORESEEABLE OR NOT) INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR BUSINESS, FUTURE PROFITS OR LOSS OF GOODWILL.
- 10. Force Majeure.** Neither we nor CenturyLink will be held responsible for any delay or failure in performance under any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond our control.
- 11. Abuse of Plan.** This Plan is for your use only and may not be assigned. Telephone sets and Caller ID display units owned by anyone other than you are not covered by this Plan. Any substantial breach of duties by you related to the covered product or its use including, but not limited to, abuse of this Plan by you or seeking replacement of a set not belonging to you, may result in termination of the Plan.
- 12. Transferability.** You may not transfer or assign this Plan, any interest in this Plan, or any benefits under this Plan, to another party.
- 13. Renewability.** This Plan will automatically renew from month to month until canceled.
- 14. Financial Responsibility.** This is not a contract of insurance. Obligations of the provider under this Plan are backed by the full faith and credit of TMIS as the provider of this Plan and are not guaranteed under a service contract reimbursement policy. The address for TMIS is 360 Market Place, Roswell, GA 30075. TMIS may delegate any or all of its administrative responsibilities under this Plan as permitted by applicable law.
- 15. Additional Terms and Conditions.** The following additional terms and conditions apply only to Plans purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Plans purchased over the telephone or Internet, refer to the state in which you reside.  
**AL, AR, LA, MN, MO, NM, NV, NY, SC, VA, WA and WY Only.** If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you, or within 10 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of this Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser.  
**AL, AR, HI, LA, MD, MN, MO, NV, SC, TX, VA and WY Only.** A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Plan to us.  
**FL and OK Only.** If you cancel this Plan, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on your behalf. If we cancel this Plan, return of premium will be



based upon 100% of unearned pro rata premium less any claims paid or the cost of repairs made on your behalf.

**FL and OK Only.** If you cancel this Plan, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on your behalf. If we cancel this Plan, return of premium will be based upon 100% of unearned pro rata premium less any claims paid or the cost of repairs made on your behalf.

**MD and VT Only.** If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you or delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of the Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

**NV and NM Only.** We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Plan, whichever occurs first except for: (a) failure to pay any amount under this Plan when due; (b) your conviction of a crime which results in an increase in the service required under this Plan; (c) discovery of fraud or material misrepresentation by you in obtaining this Plan, or in presenting a claim under this Plan; or, (d) your act or omission, or your violation of any condition of this Plan, the discovery of which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan. Cancellation of this Plan as permitted hereunder is effective 15 days after we mail the cancellation notice to you.

**NY and WA Only.** A 10% penalty per month will be added to a refund that is not made within 30 days of return of this Plan to us.

**AL Only.** If you submit a written request to cancel this Plan, you will be provided a pro rata refund of the Plan's full purchase price less an administrative fee of up to \$25.

**AZ Only.** If this Plan is cancelled, you will be provided with a pro rata refund after deducting for administrative expenses associated with the cancellation, without deduction for any covered claim incurred or paid.

**CT Only.** We and you will make reasonable efforts to resolve disputes over the terms of this Plan. In the event that we and you cannot reach agreement, you may mail a formal written complaint to: 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 this Plan (including receipt and application).

**FL Only.** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**GA Only.** We may cancel this Plan only for fraud, material misrepresentation, or failure to pay. You may cancel this Plan at any time upon demand and surrender of the Plan, in which case we will refund the excess of consideration paid above the customary short rate for the expired term of the Plan. This Plan is bonded by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us.

**HI Only.** If not claims has been made under this Plan, you have the right to return this Plan within 30 days of the date this Plan was mailed to you, or within 20 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price for this Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

**IL Only.** If you cancel this Plan within 30 days after you purchase this Plan and no service has been provided, we will refund the total cost of this Plan less a

cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Plan, based upon the elapsed term of this Plan less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of the Plan price or \$50.

**IA Only.** The issuer of this Plan is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

**KY and OR Only:** This Plan is bonded by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us.

**LA Only.** If we cancel this Plan, we will mail a written notice to you which will include the reason for and the effective date of the cancellation.

**MI Only.** If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.

**NH Only.** In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire insurance department, at 21 South Fruit Street, Suite 14, Concord, NH 03301, or (603) 271-2241.

**NV Only.** We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Plan, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Plan was issued or sold. In the event of cancellation, you will be provided a pro rata refund less any outstanding balance on your account.

**NM Only.** A 10% penalty per month will be added to a refund that is not made within 60 days of return of this Plan to us.

**NC Only.** The purchase of this Plan is not required either to purchase or obtain financing for a home appliance. We may only cancel this Plan for nonpayment or for your direct violation of any Plan provision. You may cancel this Plan at any time after purchase and receive a pro rata refund less any claims paid and an administrative fee of up to 10% of the pro rata refund.

**OH Only.** This Plan does not cover product malfunction or failure caused by power surge. This state-specific exclusion is not intended to indicate coverage where no coverage exists under this Plan for malfunction or failure caused by power surge.

**OK Only.** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Also, Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

**SC Only.** In the event of a dispute with the provider of this Plan, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (800) 768-3467.

**TN Only.** This Plan is automatically extended while the product is being repaired.

**TX Only.** TMI Solutions is registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 608. We may elect not to renew this Plan upon 30 days written notice to you. We will credit to your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan. Upon any termination or cancellation by you or us, you will have coverage provided at no additional cost from the date of termination or cancellation plus an additional 30 days. If you cancel this Plan, a 10% penalty per month will be added to any credit not made to your account before the 46th day after we receive notice of cancellation. Unresolved complaints concerning providers and administrators or questions

concerning the regulation of providers may be addressed to the TDLR, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

**UT Only.** To the extent that this Plan is for the repair or maintenance of a consumer good, this Plan does not cover a consumer good the cost of which is more than \$3,700.

**VA Only.** We will not cancel this Plan during the initial term of this Plan except for: (a) nonpayment of provider fees; (b) fraud or misrepresentation of material facts; or, (c) if this Plan were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur. If you are unable to contact or obtain satisfaction from us, you may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, VA 23218-1157, or (800) 552-7945.

**WA Only.** We may cancel this Plan upon 21 days prior written notice to you. For claims (as described in Paragraph 7 above), repair service will be available Monday through Friday during regular business hours, except holidays. Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a covered telephone set, for which repair is prescribed under this Plan, which is essential to your health and safety ("Emergency Repair"). In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a covered telephone set. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including all service charges and all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan.

**WI Only. THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan will only be cancelled for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions or warranties. You may, within 15 calendar days of the delivery of this Plan, reject and return this Plan for a full refund less actual costs or charges needed to issue and service this Plan. If you cancel this Plan at any time during the coverage period, claims will not be considered when calculating any refund due. Provided that we are notified of operational or mechanical failure of the covered telephone set as soon as reasonably possible and, in any case, within one year after the time required by this Plan, failure to notify us of such failure within the time required by this Plan will not invalidate or reduce our obligations under this Plan unless we are prejudiced by your failure to timely notify us of the covered telephone set failure.

**This Plan is provided by TMI Solutions, LLC, as specified in Paragraph 14 of this document.**

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**For more information about your Telephone Protection Plan, please call CenturyLink at 1 800-201-4099. To file a claim, call 1 877-335-0001.**

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