



## **Barry County Telephone Company Wire Maintenance Plan**

### **INTRODUCTION**

As a subscriber to Barry County Telephone Company Wire Maintenance Plan, if you experience a problem with your service, Barry County Telephone Company will diagnose the trouble and if the problem is with your inside wire, BCTC will repair the trouble at no cost to you as provided in the following Wire Maintenance contract.

Barry County Telephone Company Wire Maintenance Plan is an optional service that is not required for you to continue BCTC basic service. This wire 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 Barry County Telephone Company Wire Maintenance Plan, at any time without incurring a disconnect charge.

You were apprised of the price of the Barry County Telephone Company 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

Wire Maintenance is offered by BCTC to its residential/business 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 BCTC in the future.

For a flat monthly fee, wire maintenance 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 called the protector. Unless specified otherwise, the term "Inside Wire", when used in this Contract, shall include inside telephone wire and jacks.

Wire maintenance is an optional service that is not required for you to subscribe to or continue BCTC local services.

Wire maintenance becomes effective thirty (30) days after you enroll.

Wire maintenance 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.

If you have more than one single-line service at one location, e.g., two telephone numbers, and you wish to order this optional service, you must subscribe to wire maintenance 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 Line Maintenance Plan Service?**

When you report trouble that interferes with the proper functioning of 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 (any equipment located on outside of jack). 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 service. If the trouble is not caused by the inside wire 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.

Wire 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 Line Maintenance Plan Service?**

Excluded from coverage of wire maintenance is 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 wire 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 wire 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 wire maintenance 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 Wire Maintenance, 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.

**LIMITATIONS AND EXCLUSION OF LIABILITY**

BCTC 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.

BCTC 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 workman like manner.

BCTC 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 Wire 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. BCTC's total liability will be limited to amounts paid by the customer for wire maintenance coverage (except for bodily injury and damages to real and tangible property proximately caused by BCTC negligent or willful act).