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## **LIFELINE WIRELESS SERVICE PLAN**

### **Section 1      Applicability**

- A.      **Applicable Customers.** This Lifeline Wireless Service Plan contains the regulations, rates and charges applicable to Lifeline Wireless Services provided by AT&T Mobility Puerto Rico Inc. d/b/a AT&T Mobility (hereinafter, “AT&T Mobility” or “Company”) to customers other than those grandfathered under the Lifeline Calling Plan for former Centennial clients who transferred to AT&T Mobility (Issued December 2, 2011). This Lifeline Wireless Service Plan only applies to those areas in Puerto Rico in which the Company is designated as a federal Eligible Telecommunications Carrier.
  
- B.      **Applicable Service Territory.** This Lifeline Wireless Service Plan applies to Lifeline customers of the Company whose service address is located within the Commonwealth of Puerto Rico.
  
- C.      **Contract Terms.** The Company’s provision of Lifeline Service to customers within the Commonwealth of Puerto Rico will be further subject to the terms and conditions of a separate Wireless Customer Agreement by and between the customer and the Company which consists of the applicable Calling Plan, Service Plan or Rate Plan (“Rate Plan”) brochure as well as other feature or promotional materials not inconsistent with the Lifeline Contract Rider available at <http://www.att.com/mobility-lifeline>. In the event of any conflict between the provisions of this Lifeline Wireless Service Plan and the terms and conditions of the Wireless Customer Agreement, the provisions of the Wireless Customer Agreement will prevail.
  
- D.      **Controlling Language.** This Lifeline Wireless Service Plan is filed in English.

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### **Section 2      Description of Lifeline Assistance**

- A.      **Definition.** Lifeline is defined in 47 C.F.R. § 54.401 and Section 14(A) of the Universal Service Regulation of the Puerto Rico Telecommunications Regulatory Board, Regulation No. 7795, as amended.
  
- B.      **Purpose.** Lifeline assistance is intended to ensure the availability of affordable telecommunications services to qualifying low-income customers.

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**Section 2**      **Description of Lifeline Assistance** (continued)

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**C.      Supported Amount.** Lifeline discounts are supported by the federal and state universal service support mechanisms. The applicable Lifeline discount, as set forth in 47 C.F.R. § 54.403 of the Rules of the Federal Communications Commission and Section 14(A) of the Universal Service Regulation of the Puerto Rico Telecommunications Regulatory Board, Regulation No. 7795, as amended, will be applied to the monthly invoice of the qualifying Lifeline customer. The amount of credit will not exceed the charge for service, which includes the access line, the subscriber line charge and local usage.

**D.      Services Included in the Plan.** The Company's Lifeline Service includes, at a minimum, the following services:

1.      voice-grade access to the public switched network;
2.      local usage;
3.      access to emergency services; and
4.      toll limitation (see section 5.E below).

Enhanced services and features may be available for an additional charge.

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**Section 3 Eligibility for Lifeline Assistance**

- A. Eligibility Requirements.** A single Lifeline credit is available for each family unit as defined in Section 3(p) of the Universal Service Regulation of the Puerto Rico Telecommunications Regulatory Board, Regulation No. 7795, as amended, and is applicable to the primary phone line only. The customer must provide documentation that his or her household income is at or below 135% of the Federal Poverty Guidelines, or provide documentation of current participation in one of the low-income assistance programs specified in 47 C.F.R. § 54.409(j) or Section 14.1B of the Universal Service Regulation of the Puerto Rico Telecommunications Regulatory Board, Regulation No. 7795, as amended.
- B. Certification.** Each prospective customer applying for Lifeline assistance must certify in writing to the Company, under penalty of perjury:
- (1) that he or she meets the income-based or program-based eligibility criteria for receiving Lifeline;
  - (2) that he or she will notify the Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if he or she no longer meets the income-based or program-based criteria for receiving Lifeline support, he or she is receiving more than one Lifeline benefit, or another member of his or her family unit is receiving a Lifeline benefit; and that he/she may be subject to penalties for failure to satisfy this notification requirement;
  - (3) that he or she will provide his or her new residential address to the Company within 30 days if he or she moves;
  - (4) that his or her family unit will receive only one Lifeline service and, to the best of his or her knowledge, no one in his or her family unit is already receiving a Lifeline service;
  - (5) that the information contained in the customer's certification form is true and correct to the best of his or her knowledge;
  - (6) providing false or fraudulent information to receive Lifeline benefits is punishable by law;

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**Section 3 Eligibility for Lifeline Assistance (continued)**

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**B. Certification (continued)**

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- (7) he or she may be required to re-certify his or her continued eligibility for Lifeline at any time, and his or her failure to re-certify as to continued eligibility will result in de-enrollment and the termination of the customer's Lifeline benefits.
- (8) that he or she authorizes AT&T to release any of the information in the application and/or other records requires for the administration of the Lifeline program to the FCC or its designee, including the Universal Service Administrative Company, and to any state and federal agency, as required by law; and
- (9) that he or she understands that:
  - (i) Lifeline is a federal benefit and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
  - (ii) only one Lifeline service is available per family unit;
  - (iii) a family unit is defined, for purposes of the Lifeline program, as all the members of a family that live under the same roof, including couples that share a residence without being married;
  - (iv) a family unit is not permitted to receive Lifeline benefits from multiple providers;
  - (v) violation of the one-per-family unit limitation constitutes a violation of the Puerto Rico Telecommunications Regulatory Board's rules, and similar Federal Communications Commission (or "FCC") rules and will result in the customer's de-enrollment from the program; and
  - (vi) Lifeline is a non-transferable subsidy and the subscriber may not transfer his or her subsidy to any other person;

**C. Necessary Customer Information**

- (1) Each prospective customer applying for Lifeline assistance is required to provide the following information:
  - (i) the customer's full name;
  - (ii) the customer's full residential address (will not accept postal addresses);
  - (iii) whether the customer's residential address is permanent or temporary;

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**Section 3 Eligibility for Lifeline Assistance (continued)**

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**C. Necessary Customer Information (continued)**

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- (iv) the customer's postal address, if different from the customer's residential address;
- (v) the customer's date of birth;
- (vi) the last four digits of the customer's social security number;
- (vii) if the customer is seeking to qualify for Lifeline under the program-based criteria, as set forth in 47 C.F.R. § 54.409 or Section 14.1B of the Universal Service Regulation of the Puerto Rico Telecommunications Regulatory Board, Regulation No. 7795, as amended, the name of the qualifying assistance program from which the customer, his or her dependents, or his or her family unit receives benefits; and
- (viii) if the customer is seeking to qualify for Lifeline under the income-based criterion, as set forth in 47 C.F.R. § 54.409, the number of individuals in his or her family unit.

(2) Prospective customers seeking to qualify for Lifeline under the income-based criterion must also present documentation to verify family unit income such as the following:

- prior year's income tax return or current income statement from an employer or paycheck stub
- Social Security statement of benefits
- Veterans Administration statement of benefits
- retirement/pension statement of benefits
- Unemployment/Workers' Compensation statement of benefit
- federal notice letter of participation in General Assistance
- divorce decree, child support award
- other official document containing income information.

If the prospective customer presents documentation of income that does not cover a full year, such as current pay stubs, the prospective customer must present the same type of documentation covering three consecutive months within the previous twelve months.

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**Section 3 Eligibility for Lifeline Assistance (continued)**

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- D. Authorization.** By submitting its Certification pursuant to paragraph B of this section, the customer authorizes the official charged with administering the qualifying program(s), or his or her designee, to provide information to the Company to verify the customer's participation status in the qualifying program(s). The customer further authorizes the Company to release any information contained in the Certification, the customer's Lifeline application and/or other records required for the administration of the Lifeline program to the FCC, or its designee, including the Universal Service Administrative Company; the Puerto Rico Telecommunications Regulatory Board, or its designee; and any other state or federal agency, as required by law.

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**Section 4 Other Terms and Conditions of Lifeline Wireless Service**

- A. Re-Establishment of Service Policy.** The Company will not deny establishment or re-establishment of Lifeline wireless service to customers who are eligible for Lifeline assistance and have previously been disconnected for non-payment of long distance charges or the non-voice portion of a bundled calling plan.
- B. De-enrollment Policy.** The customer is responsible for notifying the Company when the customer no longer meets the applicable eligibility standards for Lifeline Assistance. In the event that the Company determines that the customer is no longer eligible for Lifeline Assistance, the Company will notify the customer by providing a separate written notice of termination of Lifeline benefits, separate from the customer's bill. If the customer receives a termination notice from the Company, the customer will continue to receive Lifeline benefits for 30 days from the date of the termination letter. During this 30-day period, the customer may demonstrate continued eligibility for Lifeline Assistance by providing written documentation of family unit income and/or participation in a qualifying low-income assistance program.

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**LIFELINE WIRELESS SERVICE PLAN**

**Section 4 Other Terms and Conditions of Lifeline Wireless Service (continued)**

**B. De-enrollment Policy (continued)**

If the customer fails to demonstrate continued eligibility for Lifeline Assistance, the customer's Lifeline benefits will automatically terminate at the end of the 30-day period. This 30-day notice period will not apply when customers notify the Company that they are no longer eligible to receive Lifeline Assistance. In the case of customers that became eligible for Lifeline Assistance based on their status as beneficiaries of the Nutritional Assistance Program ("PAN"), if the Department of the Family notifies the Company that a customer is no longer a PAN beneficiary, the Company will provide that customer with written notice that his or her Lifeline benefits will be terminated within 60 days from the date of the termination letter unless he or she notifies the Company that there has been a mistake or evidences eligibility under different criteria.

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**Section 4 Other Terms and Conditions of Lifeline Wireless Service (continued)**

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C. **De-enrollment For Duplicative Support.** Notwithstanding paragraph B of this section, upon notification by the Administrator or the Puerto Rico Telecommunications Regulatory Board that a customer is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of a customer's family unit is receiving Lifeline service and therefore that the customer should be de-enrolled from participation in the Company's Lifeline program, the Company will de-enroll the customer from participation in the Lifeline program on the date determined by the Puerto Rico Telecommunications Regulatory Board and in the absence thereof, within five business days.

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D. **Deposits.** The Company will not collect a service deposit in order to initiate Lifeline service.

E. **Credit Check.** Following the approval of an application for Lifeline Assistance, the Company will run a credit check of the customer in order to establish an account in the customer's name and to activate service. By submitting an application for Lifeline service, each prospective customer grants the Company authorization to perform a credit check and use their credit report and related information from any source in connection with his/her application for Lifeline assistance and his/her request to obtain wireless services from the Company. Prospective customers' credit history will not affect their eligibility for Lifeline.

**Section 5 Rates**

A. **Monthly Access Charge.**

- i. Mobile Phone: The Monthly Access Charge is \$24.99. Lifeline assistance specified in Section 2(C) is applied as a credit towards the eligible customer's Monthly Access Charge.
- ii. Home Phone: The Monthly Access Charge is \$20.00. Lifeline assistance specified in Section 2(C) is applied as a credit towards the eligible customer's Monthly Access Charge.

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**Section 5**    **Rates**

**B.**    **Local Usage**

- i. Mobile Phone: The Lifeline Wireless Service Plan includes 1,000 anytime minutes and 1,000 Night and Weekend minutes per month. If these limits are exceeded, additional minutes of use will be billed at \$0.25 per minute. Roaming will be charged at \$0.25 per minute. Nationwide long distance service is included.<sup>1</sup>
- ii. Home Phone: The Lifeline Home Phone includes unlimited nationwide calling.

**C.**    **Directory Assistance.** The charge for Directory Assistance is \$1.50 per call, plus applicable airtime charges.

**D.**    **Local Service Area.** The Local Service Area will include calls made to destinations within the United States while the customer is in the Commonwealth of Puerto Rico or The US Virgin Islands.

**E.**    **Toll Charges and Toll Blocking.** Lifeline customers are not charged separately for toll calls made within the United States (including the Commonwealth of Puerto Rico). All calls made from within the customer's home calling area to anywhere within the United States (including the Commonwealth of Puerto Rico) are charged a single rate. Lifeline customers will be billed at domestic airtime or roaming rates for 800, 866, 877, 888, and other "toll free" calls. International long distance calling and 900 numbers will be blocked at no charge to the customer.

<sup>1</sup>For existing customers, changes will be effective with their November bills.

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**Section 5**    **Rates** (continued)

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**F.**    **Activation Fee.** The Activation fee will be waived for Lifeline customers.

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**G.**    **Stated Rates are Exclusive of Taxes and Surcharges.** The rates set forth in this Lifeline Wireless Service Plan do not include any amounts resulting from taxes or fees imposed by or for the Government of Puerto Rico, its municipalities and/or any other government entity, directly to the customers; Company, its property or its operations, which Company may recover from its customers. It shall be the obligation of the customers to pay such amounts resulting from such taxes, fees or exactions and such amounts shall be billed by the Company to its customers. Lifeline customers will not be assessed for federal or state universal service fees, number-portability fee, or the Regulatory Cost Recovery fee.

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