

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.8 Refusal and Discontinuance of Service**

(A) Unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with the regulations set forth in: 2.1.6, Maintenance of Service; 2.2.2, Unlawful Use; 2.3.1, Damages; 2.3.4, Availability for Testing; 2.3.5, Balance; and 2.4, Payment Arrangements and Credit Allowances or, if applicable, 2.5.3, 2.5.4, 17.3.4 and 17.7.6(D), Expanded Interconnection Service (EIS) or fails to make any payment to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person (x) designated by that customer to receive such notices of noncompliance:

(1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer; and/or

(2) Discontinue the provision of the services to the noncomplying customer. In the case of such discontinuance, all applicable charges including termination charges shall become due.

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) (x) days notice given pursuant to (1) above, or does not discontinue its provision of services involved on the date specified in the thirty (30) day notice given pursuant to (2) above and the customer's noncompliance continues, (x) nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

(x) Filed under authority of Special Permission No. 03-xxx of the Federal Communications Commission to reinstate regulations currently in effect.

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.1 Undertaking of the Telephone Company (Cont'd)

#### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (B) When access service is provided by more than one Telephone Company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.
- (C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the customer by Certified U.S. Mail, take any (x) of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

### 2.4 Payment Arrangements and Credit Allowances

#### 2.4.1 Payment of Rates, Charges and Deposits

##### (A) Deposits

The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. (x)

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at a rate of 1% per month or 12% annually. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(x)

(x)

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**VERIZON TELEPHONE COMPANIES**

Vice President, Federal Regulatory

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**ACCESS SERVICE**

- 2. General Regulations (Cont'd)
- 2.4 Payment Arrangements and Credit Allowances (Cont'd)
- 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
- (A) Deposits (Cont'd)

(x)

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Payment Arrangements and Credit Allowances (Cont'd)****2.4.1 Payment of Rates, Charges and Deposits (Cont'd)****(B) Payment of Rates and Charges**

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under (x) this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Switched Access Service, Special Access Service, and Miscellaneous Service charges, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (C) following.
- (3) All bills dated as set forth in (2) preceding for service, provided to the customer by the Telephone Company are due (x) 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as

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