

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

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TARIFF FCC NO. 16

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ACCESS SERVICE**Check Sheet**

Title Pages 1 to 4 and Pages 1 to 20-298, inclusive, of this tariff are effective as of the date shown. The original and revised pages named below and Supplement No. 1, 2, 5, 6, 7 and 8 contain all changes from the original tariff that are in effect on the date shown.

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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**

(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 or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance: (C)

- (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) 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, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

(3) In addition to and not in limitation of the provisions of section 2.1.8(A) preceding, unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with 2.4.1(B)(3) or with 2.4.1(A) following, including any bill payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in sections 2.1.8(A)(1) and 2.8.1(A)(2) on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if either: (N)

- (a) the Telephone Company has sent the subject bill to the customer within seven (7) business days from the bill date, or
- (b) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before the notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to sections 2.1.8(A). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer.

If the Telephone Company does not refuse additional applications for service on the date specified in the fifteen (15) days notice given pursuant to (3) above, or does not discontinue its provision of services involved on the date specified in the fifteen (15) day notice given pursuant to (3) above and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

- (4) If notice is given by Overnight Delivery under this section, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.
- (5) The Provisions of section 2.1.8(A)(1), (2), and (3) shall not apply to charges that a customer does not pay based on submission of a good faith dispute pursuant to section 2.4.1(D)(1). (N)

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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.

(D)

(D)

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. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service or within fifteen (15) business days of such notice for customers with existing services. Such notice will start the day after the notice is sent by Overnight Delivery. 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. (C)

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. (C)

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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)****(D) Billing Disputes**

In the event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.

- (1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. The written notice should contain the information specified in (2) following. (N)
- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company sufficient documentation to investigate the claim. Documentation must include, at the minimum, the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, and, when possible, the applicable tariff section if the dispute is predicated on a tariff rate or regulation. (T)
- (3) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer of the disposition and applies a credit for the amount of the dispute resolved in the customer's favor or late payment penalty as appropriate. The Telephone Company will work cooperatively with any customer to resolve billing disputes. (T)
- (4) If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (C) preceding. (T)
- (5) If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment and will apply a credit for a disputed amount penalty as set forth in (a) and (b) following. (T)
 - (a) If a customer disputes a bill within ninety (90) days of the payment date established by the Telephone Company, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of overpayment and ending on the date of resolution. The credit for a disputed amount penalty shall be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor as set forth in (5) following.

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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)****(D) Billing Disputes (Cont'd)**

(5) (Cont'd)

(T)

- (b) If a customer disputes a bill after ninety (90) days from the payment date established by the Telephone Company, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the latter of the date of claim or date of overpayment and ending on the date of resolution. The credit for a disputed amount penalty shall be an amount equal to the disputed amount resolved in the customer's favor times 1% per month or 12% annually.

(E) Billing Adjustments and Rounding

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).