

LOCAL EXCHANGE TARIFF

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2. GENERAL REGULATIONS

2.0. REGULATORY COMPLIANCE

IN COMPLIANCE WITH KCC ORDERS, COMCAST PHONE OF KANSAS, LLC, AGREES TO ABIDE BY THE KANSAS TELEPHONE BILLING PRACTICES AS FOUND IN DOCKET NO. 06-GIMT-187-GIT, AND SUCCESSIVE DOCKETS FOR LOCAL TELECOMMUNICATIONS SERVICES PROVIDED UNDER THIS TARIFF. THE KANSAS TELEPHONE BILLING PRACTICES ARE FOUND IN SECTION 2A, FOLLOWING. SERVICES PROVIDED BY THE COMPANY ARE ALSO SUBJECT TO THE ASSESSMENT OF FEES TO SUPPORT THE KANSAS UNIVERSAL SERVICE FUND (KUSF). THE FEE WILL BE DETERMINED BY THE KUSF ADMINISTRATOR.

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2.1. UNDERTAKING OF THE COMPANY

2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

Service will be provided on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of the obligation to pay any charges incurred under the service orders, if any, and this Tariff prior to termination. The customer's rights and obligations incurred under this Tariff, which by their nature extend beyond termination of service, shall survive such termination.

LOCAL EXCHANGE TARIFF**2. GENERAL REGULATIONS****2.1. UNDERTAKING OF THE COMPANY (CONT'D)****2.1.3. PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make services available to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to the customer.
- D. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- E. The customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- F. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

- G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.
- H. The Company is not obligated to provide service to a business under any name if an outstanding bill exists at the address and the person responsible for that bill remains a principal in the business.

2.1.4. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

LOCAL EXCHANGE TARIFF**2. GENERAL REGULATIONS****2.1. UNDERTAKING OF THE COMPANY (CONT'D)****2.1.5. CUSTOMER EQUIPMENT**

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the Company-provided equipment shall be maintained by the customer, and the electric power consumed by such equipment, shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

B. Inspections

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud, or (c) acts in a way that may cause immediate harm to the local network or other Company services.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.
3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments, or deposits as specified in this Tariff.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for direct or consequential damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications carrier or other service provider that furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The customer shall indemnify, defend, and hold harmless the Company from any and all claims by any person relating to the services so provided.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.1. SERVICE LIABILITY (CONT'D)

- F. No license under patent or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will provide the affected customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications of the customer's service.

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and that are not due to the negligence or willful act of the customer, are credited to the customer at the proportionate monthly charge (1/30th of the service's monthly recurring charge) involved for each 24 hours or fraction thereof of interruption. This credit is subject to the customer notifying the Company of the service interruptions of less than 48 hours. (C)

No interruption allowance shall be made for failures in facilities provided by any other person or entity except as may otherwise be provided in other sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. (N)

Further information may be found in Section 2A.I.E. (N)

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.4. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. RESPONSIBILITY OF THE CUSTOMER

The customer shall be responsible for:

- A. The payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities.
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer, or the noncompliance by the customer with these regulations, or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide Local services to the customer from the property line to the location of the equipment installed on the customer's premises. Any costs associated with obtaining and maintaining the easements described herein including the costs of altering the structure to permit installation of the Company-provided equipment or facilities shall be borne entirely by, or may be charged by the Company to the customer;
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.1. RESPONSIBILITY OF THE CUSTOMER (CONT'D)

- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the easements for which the customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- F. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2. CLAIMS

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

2.4.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

A customer whose service has been discontinued for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate the current service until satisfactory arrangements have been made for the payment of the prior indebtedness.

Further information may be found in Section 2A.III.A.

(N)

2.4.2. BILLING AND COLLECTION

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed monthly, in advance of the month(s) in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due upon receipt and payment must be received no later than the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

Further information may be found in Section 2A.I.A.

(N)

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES (CONT'D)

2.4.3. BILLING DISPUTES

The Customer is responsible for notifying the Company within 90 days of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date.

(C)

In the event a disagreement remains after investigation by the Company, the Customer may contact the Kansas Corporation Commission at the toll-free number 1-800-662-0027 for information as to possible further remedies. Further information may be found in Section 2A.IV.F.

(N)

(N)

2.4.4. ADVANCE PAYMENTS

The Company may require a customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. Further information may be found in Section 2A.III.B.10.

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2.4.5. DEPOSITS

The Company may require a deposit of a Customer who cannot establish a credit standing satisfactory to the Company. The deposit will not exceed the actual or estimated rates and charges for the service for a two-month period. A deposit may be held during the life of the service.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered. Further information may be found in Section 2A.III.A-B.

(N)

(N)

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES (CONT'D)

2.4.6. RETURNED CHECK CHARGE

The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the customer to the Company which a financial institution refuses to honor. Further information may be found in Section 2A.I.A.3.j.

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(N)

2.4.7. LATE PAYMENT CHARGE

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.5% of the unpaid balance not previously assessed.

Late Payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill. Further information may be found in Section 2A.I.A.3.i. and 2A.II.D.

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(N)

LOCAL EXCHANGE TARIFF**2. GENERAL REGULATIONS****2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE****2.5.1. CANCELLATION OF SERVICE**

The customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.5.2. DISCONTINUANCE OF SERVICE

- A. The Company may, without incurring any liability, suspend or discontinue service under the following conditions.
1. For non-payment of any sum due until all charges due have been paid.
 - a. Suspension of service shall not be made until at least seven days have elapsed following written notification to the customer of the Company's intention to suspend service for non-payment.
 - b. Termination of service shall not be made until at least ten days have elapsed following written notification to the customer of the Company's intention to terminate service for non-payment. Where termination follows suspension at least five days must elapse following the date of suspension before service is terminated unless the customer consents to earlier termination.
 2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
 3. For use of telephone service for any property or purpose other than that described in the application.
 4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.
 5. If the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets, or services.
 6. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS

2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)

A. (Cont'd)

7. For violation of any Tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
8. In the event of unauthorized or fraudulent use or material misrepresentation of identity to obtain telephone service.

B. The Company may discontinue, suspend or refuse service without notice under the following conditions:

1. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service.
2. The customer states that it will not comply with a request of the Company for security for the payment for service or advance payments, as specified in this Tariff.
3. The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.
4. Use of the service by the customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company.
5. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c. Use of any other fraudulent means or devices.

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2. GENERAL REGULATIONS

2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)

B. (Cont'd)

6. The Company shall have the right to refuse or discontinue service without advance notice if the acts of the customer are such as to indicate intention to defraud the Company, including fraudulently placing and receiving calls and/or providing false credit information. In an attempt to limit the Company's exposure to risk from fraudulent acts, the Company will undertake the following:
 - a. The customer's usage patterns will be evaluated on the basis of documented usage from accounts with fraudulent activity. Examples of usage criteria used in the assessment of probable fraudulent activity include:
 - call duration
 - call destination
 - volume (frequency)
 - method used to place or receive calls
 - b. A letter will be sent to the customer on the date their service is discontinued explaining the reasons for such action and how to contact the Company for additional information.
 - c. In lieu of disconnection, the Company at its sole discretion may temporarily limit a customer's ability to place toll calls, place calls to directory assistance (including directory assistance call completion), or to receive collect calls.

Further information may be found at Sections 2A.I.E. and 2A.IV.A.-D.

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2. GENERAL REGULATIONS

2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

2.5.3. CHANGES IN SERVICE

If the customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly.

2.5.4. RESTORATION OF SERVICE

When a customer's service has been disconnected in accordance with the Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any customer's service is restored after having been suspended in accordance with the Tariff but a Company service order to terminate such service has not been completed when such service is restored, the customer may be required to pay a restoral of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

Further information may be found in Section 2A.IV.E.

(N)

**NONRECURRING
CHARGE**

Restoration of Service, per line	\$20.00
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2.5.5. ASSIGNMENT OR TRANSFER OF SERVICE

The customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent Company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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2. GENERAL REGULATIONS

2.6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill. Further information may be found in Section 2A.I.A.1.c.

(N)

2.7. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

LOCAL EXCHANGE TARIFF**2. GENERAL REGULATIONS****2.8. SPECIAL CONSTRUCTION**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

LOCAL EXCHANGE TARIFF**2. GENERAL REGULATIONS****2.9. EMERGENCY SERVICES - 911****2.9.1. GENERAL**

Emergency 911 service allows customers to reach appropriate emergency services including police, fire and rescue. Where available, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the E911 provider for display at the Public Service Answering Point (PSAP).

2.9.2. REGULATIONS

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

LOCAL EXCHANGE TARIFF

2. GENERAL REGULATIONS**2.9. EMERGENCY SERVICES – 911 (CONT'D)****2.9.2. REGULATIONS (CONT'D)**

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company from any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911. Service feature and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but no limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or to the wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- F. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delay, error, or other defects in the provision of this service, or installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

2.A - KANSAS TELEPHONE BILLING PRACTICES

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APPLICATION OF STANDARDS

The following standards are applicable to all telecommunications public utilities, telecommunications carriers, and local exchange carriers as defined in K.S.A. 66-1, 187 and to all entities designated as Eligible Telecommunications Carriers (ETCs) providing service through land lines, referred to herein as “provider,” “telecommunications provider,” “local service provider,” or “long distance provider.” When the customer has a written and executed contract with a provider in which the contract specifies the billing standards which are applicable to the customer, the billing standards within the contract will be utilized to resolve the customer’s complaint.

(N)

(N)

DOCUMENT DEFINITIONS

(N)

Abandonment of Service

Premises vacated without advising the telecommunications provider.

Bundled Service

Basic dial tone and other features such as Caller ID, long distance service, internet service, etc., that are offered by the provider at one price. Bundles may also be referred to as a package of services.

Customer

Any person firm, partnership, corporation, or other entity who uses the services of a telecommunications provider.

Customer(s) of Record

The person(s), firm, partnership, corporation, or other entity responsible for payment of charges for telecommunications services. The billing name(s) on an account. Customer of Record is synonymous with subscriber.

Deniable Charge

A charge that, if not paid, may result in the termination (denial) of the customer's local exchange service (dial tone). Local service charges are deniable charges. (see I.A.3.k.)

High Long Distance Pre Billing

The practice of billing a subscriber or long distance charges before the normal billing period ends because of significantly higher than normal or estimated long distance charges. (see I.D.)

Itemized Service

Name of service is listed along with the rate for such service.

Listed Service

Name of service is placed on the bill excluding the rate for such service.

Local Service Charges

A local service provider's charge for service which allows a customer to complete calls within the local service area (dial tone), plus any local service provider charges for calling, line or directory service features (such as Caller ID, extra directory listings, touch tone service, etc.). Local service charges include packages or bundles of service, offered at one price, which includes local and other services (e.g., long distance, internet services, wireless services, etc.). Local services do not include long distance, directory advertising, inside wire maintenance, etc., when purchased by the subscriber on an *a la carte* basis.

(N)

DOCUMENT DEFINITIONS

(N)

Negative Selection

Adding service to an account without customer consent with the requirement that the customer must initiate request for removal of such service.

Non-deniable Charge

A charge that will not result in the termination of the subscriber's local exchange service (dial tone) for non-payment, even though the particular service for which the charge has been levied, e.g., paging, television, internet service, etc., could be terminated. (see I.A.3.k.)

Qualified Third Party

A current subscriber of the same telecommunications provider with no suspensions or return check charges within the last twelve (12) months.

Service Disconnection

The service provided by the telecommunications provider is terminated, the telephone number(s) will be available for other use, and a final bill is rendered. (see IV.)

Service Suspension

Service provided by the telecommunications provider is temporarily interrupted from placing or receiving calls. (see IV.)

Subscriber

Synonymous with the term "Customer of Record."

Telecommunications Service

The provision of a service for the transmission of telephone messages, or two-way video or data message.

Telecommunications Public Utility

Any public utility, as defined in K.S.A. 66-104, and amendments thereto, which owns, controls, operates or manages any equipment, plant, or generating machinery, or any part thereof, for the transmission of telephone messages, as defined in K.S.A. 66-104, and amendments thereto, or the provision of telecommunications service in or throughout any part of Kansas. Referred to herein as "provider," telecommunications provider," "local service provider," or "long distance provider."

Waiver

Authorization by the Commission that a certain billing standard is not required to be followed by the Telecommunications provider.

(N)

SECTION I: BILLING STANDARDS**A. Billing Schedule and Contents:**

1. **Billing Frequency.** The standard billing period is monthly from the billing date up to and including the day before next billing date. Long distance providers may deviate from this standard upon notice to subscribers, but must provide a monthly bill if a customer requests. The carrier cannot charge an increased rate or an additional fee to a customer who requests monthly billing since, under this provision, the carrier is obligated to provide monthly billing if requested.
2. **Advance Billing.** Monthly and non-recurring charges may be billed in advance.
3. **Content of Bill.** Each bill issued to a subscriber by a telecommunications provider shall indicate:
 - a. **Billing Period and Due Date.**
 - b. **Itemized Services, Service Charges and Charges.** Upon an initiation or change of service each service and its corresponding recurring and non-recurring charge to which the customer of record subscribes shall be accompanied by a brief, clear, plain language description. Packaged or Bundled service shall be itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle shall be provided to the subscriber either on the bill in the next billing cycle or by separate mailing. All service changes must be included in the subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the subscriber if the subscriber has authorized this form of communication. Additionally, each long distance call shall be itemized and include the date, destination city, and telephone number called. Details of calls included in block of time and unlimited calling plans are excluded from this itemization requirement; however, itemized call detail associated with block of time plans must be available to the subscriber upon request at no additional charge.
 - c. **Government Taxes, Fees, and Surcharges.** Any federal, state, local government, and/or regulatory taxes, fees, and/or surcharges, shall be itemized on a subscriber's bill and shall be clearly identified. Current examples of such federal charges include: Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Current examples of such state and local governmental charges include: city and country taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees.

(N)

(N)

KANSAS TELEPHONE BILLING PRACTICES

The Subscriber Line Charge cannot exceed the rate permitted by law. Only those taxes, fees, and surcharges authorized by federal, state, and/or local governments may be itemized in this section of the bill. Any other fees and surcharges must be clearly distinguished in another section of the bill.

(N)

- d. **Total Current Charges.** The total amount (the sum of b. and c. above, along with any additional provider surcharges) due for service in the current billing period.
- e. **Unpaid Balance Due Charges.** Amount from previous billing that remains unpaid at the time the new bill is prepared.
- f. **Adjustments and Credits.** The amount of any adjustments or credits.
- g. **Total Due.** The total amount due.
- h. **Contact Information.** An address and a toll-free telephone number to which a subscriber or customer may inquire regarding services must be clearly placed on the bill. In addition, if the provider supplies billing for a third party long distance provider, the name of the local long distance service provider and the primary interexchange carrier must be placed on the bill.
- i. **Notice of Late Payment Charge.** If a provider assesses late payment charges, each bill must include the amount of the late payment charge. (See Section II.D for late payment charge rules.)
- j. **Returned Check Charge.** The returned check charge shall not be greater than allowed by D.S.A. 60-2610 and amendments thereto.
- k. **Deniable and Non-Deniable Charges.** Charges that are non-deniable shall be designated clearly and separately from the charges for local telephone services. See Section I.A.3.b. regarding the itemization of services. Providers must clearly and conspicuously identify that non-payment of non-deniable charges will not result in the disconnection of basic local service. The charge for a bundle or package of services that contains basic local service shall be considered a deniable charge. Special charges for services such as the sale of merchandise, inside wire maintenance plans, directory advertising, etc., can also be included on the customer's bill, however, failure to pay these non-deniable special service charges shall not be justifiable cause to suspend/disconnect local service.

(N)

B. Alternative Billing Format. If approved by the subscriber, a telecommunications provider may provide a bill through alternate means (e.g., electronic billing) and/or in an alternative format. A provider may offer discounts to those subscribers that choose to use an alternate means of billing, but may not assess an additional charge to those customers that elect paper billing. Upon request, a paper copy of the subscriber's bill must be provided, unless an electronic version is available to the customer.

(N)

C. Third-Party and Collect Call Billing. Third-party and collect calls must be billed to the third party or the subscriber accepting the collect call. Once a telecommunications provider has billed a third-party or a collect call, the originating phone number may not be charged, except in the cases of fraud attributable to the subscriber at the originating number

D. High Long Distance Pre-Billing:

1. A telecommunications provider may utilize high long distance pre-billing only when:
 - a. Subscriber has less than one (1) year of service; or
 - b. Long distance usage is at least double the previous 3-month average levels or the subscriber's provided estimate and above the amount of the deposit held.
2. If the telecommunications provider's collection action includes blocking (suspending) subscriber's access to the long distance network until the debt is paid or arrangements are made, the suspension/disconnection notice provisions in Section IV.D. do not apply. The subscriber may be billed for long distance blocking if there is a charge for the service(s). Such blocking cannot interfere with the subscriber's local service or access to emergency numbers.

E. Refunds for Service Outages (Repair). The telecommunications provider shall make an adjustment or refund, as required below, if a subscriber's service is interrupted unless such interruption is by negligence or willful act of the subscriber. The adjustment or refund shall be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the provider stands ready to repair and restore service but the subscriber does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. And adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount; and

(N)

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2. Upon subscriber request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount. (N)
- F. Carrier Selection.** Subscribers have the right to switch local or long distance providers without providing notice directly to the original provider. However, subscribers cannot hold service providers responsible for billing errors that result directly from a subscriber changing carriers without porting their number or otherwise notifying the previous carrier.
- G. Subscriber Rate Information**
1. **Notification of Change.** Subscriber notice must be provided any time a rate or rates are increased by a telecommunications provider. Subscribers must be notified on or before the date on which an increased rate appears on the subscriber's bill. Notice must be provided through direct mail, bill notice, or bill insert and must be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if customer has agreed to such method of notification. Newspaper notification is only allowed if a rate increase could affect the general public. A copy of the subscriber notice shall be retained for at least six (6) months for possible Commission review. In the event that notice to the subscriber is provided after the rate increase has become effective, a subscriber shall be given 30 days, from the date the subscriber receives a bill containing the new rate, to cancel the service and receive an adjustment for the charge.
2. **General Rate Information.** A telecommunications provider must provide its subscribers with rate information, including the name of the service provided, at the time of subscription. The rate information provided will include the applicable flat rate fees and surcharges and information regarding the rates for taxes, fees, and surcharges that vary with revenue or usage. For fees that vary with revenue, the carrier will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the customer. For fees based on usage, the carrier will provide an estimate based on a standard usage level and inform the customer of the level of usage associated with the estimate. The provider must also specifically identify any provider imposed fees and surcharges and the rate of those fees and surcharges.
- H. Negative Selection.** Subscribers must affirmatively request a change or addition to their service. A provider may not use negative selection. See "Negative Selection" in the "Definition Section" of this document. (N)

SECTION II: STANDARDS FOR PAYMENT, COLLECTION, AND RECONNECTION CHARGES

(N)

- A. **Payment Due Date.** All bills for a provider's service are due and payable upon receipt. A bill shall be deemed delinquent if payment is not received by the provider or its authorized agent on or before the date stated on the subscriber's bill. The delinquency date specified on the bill shall be no earlier than the 10th day after the day of mailing of the bill to the subscriber. See Section IV.D. for time requirements for suspension and notice.
- B. **Weekend, Holiday Payment Due Date.** If the last calendar day for remittance falls on a weekend, legal holiday or other day when the offices of the telecommunication public utility are not open to the general public, the final payment date shall be extended through the next day.
- C. **Partial Payment.** If a subscriber in danger of suspension/disconnection makes a partial payment for purposes of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- D. **Late Payment Charge.** A Commission-approved late payment fee on the unpaid balance, not previously assessed a late fee, may be added to the subscriber's bill. The provider may charge a disconnect notice fee in lieu of a late payment fee, however, the notice fee must be based upon the cost of providing such notice. A late payment fee does not apply to installment payments that are made on time.
- E. **Payment Arrangements.** Telecommunications public utilities may negotiate payment arrangements with subscriber. Companies may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- F. **Delayed Billing.** Upon subscriber request, companies must extend the payment period proportionately if a bill contains two (2) or more months' charges; all of which have not previously been billed.

(N)

SECTION III: SECURITY DEPOSIT AND CREDIT LIMIT STANDARDS

(N)

A. Credit Information. The telecommunications provider may require the subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.

B. Deposits.

1. When a Carrier May Request a Deposit. A qualified telecommunications provider (as defined in Section III.B.2.) may require a deposit:

a. At the time a subscriber applies for service or with five (5) days' written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if

i. The telecommunications provider establishes that the subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or

ii. The subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last (5) years; or

b. When more than thirty (30) days have elapsed from the date of service was initiated, upon five (5) days' written notice, to guarantee payment of bills for telecommunications service; if

i. The subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the provider has offered an opportunity for the subscriber to select a preferred payment date prior to collecting a deposit; or

ii. The subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the telecommunications provider.

2. Who Can Collect and Criteria. Before a provider may begin collecting a deposit prior to initiation of service, a provider must demonstrate three (3) consecutive years of providing telecommunications service and positive earnings in each of the last three (3) years. A provider may post a \$25,000 surety bond with the Commission as an alternative to the service and positive earnings requirements.

(N)

KANSAS TELEPHONE BILLING PRACTICES

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3. **Amount of Deposit.** The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the subscriber's previous twelve (12) months' history, if available. For purposes of establishing deposits and projecting monthly bills for new subscribers, the telecommunications provider shall consider the subscriber's own anticipated usage, the subscriber's past usage patterns or usage patterns of other similar subscribers. The amount of the deposit may be adjusted if the character or usage of the subscriber's service changes.
 4. **Payment of Deposit in Installments.** The telecommunications provider shall permit payment for any required residential deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollar (\$50), a residential subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with the subscriber's ability to make calls to 911, or where 911 is not available, to law enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code.
 5. **Record of Deposits.** A telecommunications provider shall maintain a record of all deposits from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid, and the date the deposit was refunded.
 6. **Receipt for Cash Deposits and Payments.** When a cash security deposit or installment payment is accepted, the receipt provided by the telecommunications provider or agent shall contain the following minimum information:
 - a. Name of subscriber;
 - b. Place payment/deposit paid;
 - c. Date of payment/deposit;
 - d. Amount of payment/deposit;
 - e. Telecommunications provider's name and address;
 - f. Signature and title of the telecommunications provider's employee or agent receiving the payment/deposit;

(N)

(N)

KANSAS TELEPHONE BILLING PRACTICES

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- (N)
- g. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 12-288 and amendments thereto. Interest payments on deposits shall be credited to the subscriber's bill or refunded at least once a year; and,
 - h. Statement of the terms and conditions governing the use, retention, and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond the due date, shall be either credited with interest to their telephone bills, or, if requested, refunded.
7. **Refunding Deposits.** Upon disconnection of service and after determination of a final bill, the telecommunications provider will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.
8. **Transferring Deposits.** The telecommunications provider may transfer deposits from one subscriber to another subscriber only upon the written request of both subscribers. Upon disconnection of the subscriber's service at a service address, the provider may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
9. **Third Party Guarantee.** In lieu of a security deposit, a telecommunications provider may accept a written guarantee by a qualified third party for a subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the subscriber's service is suspended with an arrearage owed to the provider, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out in Section IV. The provider may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The provider shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a subscriber with a deposit.
10. **Advance Payment.** The telecommunications provider may require and advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.
- (N)

SECTION IV: SUSPENSION/DISCONNECTION OF SERVICE STANDARDS

(N)

A. Suspension/Disconnection Standards.

1. The telecommunications provider may suspend/disconnect, initiate toll blocking, or refuse service for any of the following reasons:
 - a. The subscriber requests it;
 - b. The service has been abandoned by the subscriber;
 - c. The subscriber violates any rule of the provider, and such violation adversely affects the safety of the subscriber or other persons, or the integrity of the telecommunications system;
 - d. A dangerous condition exists on the subscriber's premises;
 - e. The subscriber obtains or attempts to obtain any telecommunications service through any fraudulent means with the telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
 - f. The provider can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
 - g. The subscriber refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
 - h. Non-payment of subscriber's bill except as outlined in Section IV.A.2;
 - i. The subscriber fails to provide requested credit information prior to establishment, or within the first thirty (30) days of service; or if the subscriber fails to provide a security deposit or written guarantee, as set forth in Section III; or,
 - j. Acts of the subscriber or other customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.

(N)

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2. The telecommunications provider may not suspend or disconnect service for any of the following reasons: (N)
- a. The failure of the subscriber to pay for concurrent residential service received at a separate residence or concurrent business location service received at a separate business; however, the telecommunications provider may transfer an unpaid residential balance(s) to the subscriber's remaining residential account(s) or an unpaid business balance(s) to the subscriber's remaining business account(s).
 - b. The failure of the subscriber to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases; however, the telecommunication provider may transfer the unpaid balance(s) to the subscriber's remaining account(s) at the same location.
 - c. The failure of a subscriber to pay a bill that is in dispute; provided that the subscriber has paid the undisputed portion of the bill.
 - d. The failure of a subscriber to pay an unpaid balance that is no longer collective under state or federal law, except that:
 - (i) If the relevant statute of limitations has run, a telecommunications provider may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has pursued recovery of the debt through the court system.
 - (ii) If the relevant statute of limitation has run, a telecommunications provider may, for a period of 3 years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.
 - e. The failure of a subscriber to pay for non-deniable charges.
 - f. A subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 U.S.C.A. Section 366.
- B. Restrictions to Suspending/Disconnecting Service.** Except for suspension/disconnection pursuant to subsections IV.A.1.a-g, i, and j, a local service provider shall not suspend/disconnect local service unless: (N)

1. At the time of the proposed suspension/disconnection, the provider's office or personnel identified in the notices given pursuant to Section IV.D. remain available to the subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the subscriber may prevent suspension/disconnection or obtain reconnection and
2. The procedures required by Section IV.E. are followed.

(N)

C. Suspension/Disconnection in Special Circumstances.

1. Service may not be suspended/disconnected if a residential subscriber notifies the local service provider and establishes that:
 - a. Suspension/disconnection would be especially dangerous to the safety or health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered, and
 - b. Such subscriber is unable to pay for such service in accordance with the requirements of the provider's billing or is able to pay for such service only in installments. The provider shall either allow payment in reasonable installments or postpone suspension/disconnection of service for at least twenty-one (21) days so that the subscriber may make arrangements for reasonable installment payments.
2. In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the subscriber's (or other resident's) medical condition, age or disability. The provider may require the subscriber to provide medical provider's written certification of medical condition.
3. The provider may restrict access to the long distance network during the period of postponement or installment payments under the conditions set out in Section II.E.

D. Notice of Suspension/Disconnection of Service:

1. **Time Requirement.** The telecommunications provider shall give the subscriber seven (7) calendar days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting service. Suspension/disconnection may be immediate if it is at subscriber request or abandonment, involves a dangerous condition, adversely affects the safety of the subscribers or other person, or involves unauthorized interference with or fraudulent use of services. See IV.A.1.a-g, i, and j.

(N)

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- 2. Delivery of Notice.** Service suspension/disconnection notices shall be mailed separately from bills, information or advertising, and shall be sent to the customer of record. Service of notice by mail is complete after being deposited by the carrier in the U.S. mail. The telecommunications provider shall maintain an accurate record of the date of mailing and the suspension/disconnection effective dates. (N)
- 3. Notice Information Requirements.** The suspension/disconnection notice shall contain the following information:
- a. The name, billing address, and account number(s) of the subscriber being suspended.
 - b. A clear and concise statement of the reason for the proposed suspension/disconnection of service and terms under which suspension/disconnection may be voided.
 - c. The date and time by which payment is required to avoid suspension/disconnection.
 - d. A clear and concise explanation of the charges and conditions for reconnection of service⁷
 - e. A statement that suspension/disconnection may be postponed or avoided if the subscriber makes payment arrangements with the provider for moneys not in dispute.
 - f. A clear and concise statement to apprise the subscriber of the availability of an administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Section IV.G. The address, telephone number, and name of provider's office or personnel empowered to review disputed bills, rectify errors and prevent suspension/disconnection, shall be clearly set forth. The notice shall state that the subscriber may talk with an employee of the provider and may present his or her reasons for disputing a bill, requesting payment arrangements or requesting a postponement of suspension/disconnection. The notice shall also contain the telephone number of the Commission's Consumer Protection Office.

E. Restoration of Service.

1. Upon the subscriber's request, a telecommunications provider shall promptly restore service when:
 - a. The cause of suspension of service has been eliminated; or
 - b. Satisfactory payment arrangements have been made. (N)

2. At all times, every reasonable effort shall be made to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the subscriber requests restoration of service.:

(N)

F. Disputes.

1. **Notice/Timeframe.** A subscriber must advise the telecommunications provider, within 90 days of the billing date and prior to the date of the proposed suspension/disconnection of service that all or any part of any bill is in dispute. A subscriber may advise a provider that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate provider's personnel.
2. **Provider Responsibilities.** Upon receiving notice of the dispute, the company shall:
 - a. Immediately record the date, time, and place the complaint is made.
 - b. Postpone suspension/disconnection until a full investigation is completed and the dispute is found to be invalid.
 - c. Investigate the dispute promptly and completely.
 - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
3. **Non-resolved Dispute.** In the event a dispute is not resolved to the satisfaction of the subscriber after full investigation, and the telecommunications provider intends to proceed with suspension/disconnection, the provider shall advise the subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The provider may suspend/disconnect service once proper notice of suspension/disconnection has been provided to the subscriber.
4. **Directory Notice.** White Pages Directory listings shall contain a conspicuous notice stating that subscribers who are unable to obtain a satisfactory resolution of a dispute with a telecommunications provider may contact the Corporation Commission of the State of Kansas at 1-800-662-0027 for information as to possible further remedies.

(N)

SECTION V: WAIVER OF REQUIREMENTS

The requirements contained in these standards may be waived on an individual case basis by the Commission upon application by the telecommunications provider and a showing that a waiver is in the public interest. In making this determination, the Commission's considerations will include the interests of the applicant telecommunications provider, the interests of the affected consumer(s), and the interests of the public.

(N)

(N)