

**TARIFF DISTRIBUTION**

FILE PACKAGE NO.: AL-20-0043

DATE: December 1, 2020

STATE: ALABAMA

EFFECTIVE DATE: 12/01/2020

TYPE OF DISTRIBUTION: Approved

PURPOSE: Increase Late Payment Charge (LPC) for residence customers

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
G002	14	0010
H002	8	0009

## A2. GENERAL TERMS AND CONDITIONS

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for Long Distance Service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C. A late payment charge of **\$9.75** will apply to each residence subscriber's bill with a balance greater than \$5.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the subsequent billing date. Lifeline subscribers are exempt from this late payment charge. (1)

A late payment charge of \$12.00 and an interest charge of 1.5 percent (%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent interest charge (for business subscribers) is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. Federal Government customers are exempt from late payment and/or interest charges.

- D. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4.
- E. When the service has been disconnected for nonpayment of charges, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- F. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- G. An administrative charge will be applied by the Company for each time a check or bank draft is returned by the subscriber's financial institution on which it is written.
  - 1. Returned check/bank draft

(a) Each	Rate	USOC
	<b>\$30.00</b>	NA

- H. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Central Office Line Connection Charge as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.
- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.

---

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements And Credit Allowances

#### B2.4.1 Payment Of Charges And Deposits

- A. Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time an application for service is placed with the Company, equal to the installation charges if applicable and at least one month's charges for the service provided. In addition, where the furnishing of service involves an unusual investment, applicants may be required to make payment in advance of such portion of the estimated cost of the installation or construction as is to be borne by them. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.
- B. The Company may, in order to safeguard its interests, require an applicant or customer to make such deposit as the Company deems suitable to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's terms and conditions as to advance payments or the prompt payment of bills on presentation. At such time as the contract is terminated the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company such a deposit may be refunded or credited to the customer at any time prior to the termination of the contract. In case of cash deposit, interest at the rate of 7 percent per annum is paid for the period which the deposit is held by the Company.
- C. The customer is held responsible for the payment of all the charges for service and channels in accordance with the Company's regular billing and collection practice.
- D. A charge of \$30.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.
- E. A late payment charge of **\$9.75** will apply to each residence subscriber's bill with a balance greater than \$5.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the subsequent billing date. Lifeline subscribers are exempt from this late payment charge. (1)
- A late payment charge of \$12.00 and an interest charge of 1.5 percent (%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent interest charge (for business subscribers) is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. Federal Government customers are exempt from late payment and/or interest charges.
- F. At the option of the customer, all nonrecurring charges associated with an order for service may be billed over a three month period subject to the following:
- 50 percent of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
  - The Extended Billing Plan Charge is calculated at a rate of 1.0 percent per month or 12 percent annually, on the unbilled balance of the nonrecurring charges.
  - If the customer disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.
  - If the customer fails to make any of the payments prior to the next billing date, these late payment charges as specified in B2.4.1.E. preceding will apply.

#### B2.4.2 Cancellation For Cause

- A. The Company, by written notice to the customer, may immediately discontinue the furnishing of private line service without incurring any liability upon:
1. Nonpayment of any sum due the Company, or,
  2. A violation of any condition governing the furnishing of service.