

**TARIFF DISTRIBUTION**

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STATE: FLORIDA

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Increase Late Payment Charge (LPC) for Residence Customers.

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## A2. GENERAL TERMS AND CONDITIONS

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

#### A2.4.3 Payment for Service (Cont'd)

- C. A Late Payment Charge of *nine dollars and seventy-five cents (\$9.75)* for residence subscribers and a Late Payment Charge of fifteen dollars (\$15.00) for business subscribers will be applied 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 the previous month's bill has not been paid in full prior to the next billing date. (C)

This Guidebook shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. The Late Payment Charge for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

- 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, the service agreement is considered to have been terminated. Reestablishment 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 reestablish 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 reestablishment 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 account or 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. Bills for service shall not be considered delinquent prior to the expiration of fifteen (15) days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:
1. Where service is terminated or abandoned.
  2. Where toll service is two (2) times greater than the subscriber's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service.
  3. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

H. Toll Credit Limit (TCL)

Toll Credit Limit (TCL) is an interim phase of toll denial in lieu of local service denial. It offers subscribers the option of toll restriction while paying a deposit or an overdue bill balance on an installment basis.

1. The Toll Credit Limit process shall apply for subscribers requesting new service with no outstanding bill balance, subscribers requesting new service with unpaid balances from previous service, and for existing subscribers with overdue outstanding charges.
  - a. New Service With No Outstanding Charges For Previous Service  
When the Company deems it necessary for a subscriber requesting new service to pay a deposit and the subscriber is unable to pay the deposit in full, the subscriber may be allowed to pay the deposit in up to four (4) installments if the subscriber agrees to a full toll restriction of the service, at no charge, until the deposit is paid in full.  
An arrangement may be made to waive the deposit if the subscriber chooses to have a full toll restriction on the requested service until satisfactory credit has been established.
  - b. New Service With Outstanding Charges For Previous Service  
Residence subscribers requesting new service who have outstanding charges from previous service with the Company, which have not yet been referred to an outside collection agency, will be allowed to select full toll restriction of the service until the charges are paid in full. These subscribers can make arrangements to pay the charges in up to four (4) installments.

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances

#### B2.4.1 Payment of Charges and Deposits

- A. The customer is responsible for payment of all charges for services furnished the customer in accordance with the Company's regular billing and collection practice.  
Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.
- B. 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 service connection or 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.
- C. 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 service 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 in all or part or credited to the customer at any time prior to the termination of the service. In case of a cash deposit, interest is paid at the rate of six percent (6%) per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six (6) months.
- D. The Company reserves the right to increase the deposit requirement when in its judgment the conditions justify such action.
- E. A charge of twenty-five dollars (\$25.00) or five percent (5%) of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.<sup>1</sup> (C)  
A Late Payment Charge of *nine dollars and seventy-five cents (\$9.75)* will apply to each residence subscriber's bill with a balance greater than \$5.00 and a Late Payment Charge of fifteen dollars (\$15.00) for business subscribers will be applied to each subscriber's bill when the previous month's bill (including amounts billed in accordance with the Company's Billing and Collections Services) has not been paid in full prior to the next billing date.  
This Guidebook shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. The Late Payment Charge for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.
- G. At the option of the customer, all nonrecurring charges associated with an order for service may be billed over a three (3) month period subject to the following:
- Fifty percent (50%) of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and twenty-five percent (25%) of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two (2) monthly billing periods.
  - The Extended Billing Plan Charge is calculated at a rate of one percent (1.0%) per month or twelve percent (12%) 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 F. preceding will apply.

**Note 1:** Nonpayment of this charge will not constitute sufficient cause for interruption or cancellation of service.