

**TARIFF DISTRIBUTION**

FILE PACKAGE NO.: GA-17-0028

DATE: March 1, 2017

STATE: GEORGIA

EFFECTIVE DATE: 03/01/2017

TYPE OF DISTRIBUTION: Approved

PURPOSE: Establish or modify minimum balance requirements before Late  
Payment Charges are assessed for residence customers

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
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## 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 twenty-nine days after the bill is rendered the account shall be deemed correct and binding upon 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 collections fee of \$6.50 will be applied to the bill of each residence subscriber with an unpaid 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. Any subscriber who is a recipient of Lifeline assistance will be exempted from a late payment charge. (C)
- D. A collections fee of \$15.00 and an interest charge of one and one half percent (1.5%) of the unpaid balance will be applied to the bill of each business subscriber with an unpaid balance greater than \$20.00 (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.
- E. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge from Section A4.
  - 1. 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.
- F. 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.
- G. 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.
- H. In the event of a proposed disconnection of residential basic local service only, the following shall apply:
  - 1. No basic residential service shall be disconnected for local service charges until at least 29 days from the date of the bill.
  - 2. No residential service can be disconnected for local service charges unless the Company has given the affected subscriber a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
    - a. The final payment date of the amount due;
    - b. The reason for the disconnection, including the unpaid balance due;
    - c. A telephone number which the subscriber may call for information about the proposed disconnection; and
    - d. The procedure for medical emergencies, as hereinafter described.
  - 3. If contact with the subscriber was not previously made and notice of the disconnection was by mail or by leaving it at the premises, the Company must make a good faith effort to contact the subscriber at least two (2) days before the proposed disconnection.

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## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances

#### B2.3.2 Rearrangements and Repairs

A customer, authorized user or joint user may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any apparatus or wiring installed by the Company, except upon the written consent of the Company.

#### B2.3.3 Transfer of Service

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all indebtedness of the previous subscriber and existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. Transfer of service charges are appropriate as set forth in Section A2. of the General Exchange Guidebook.<sup>1</sup>
- B. After the new subscriber assumes financial responsibility and the previous subscriber has consented or is deemed by the Company to have abandoned the service, all future bills will be rendered to the new subscriber.

Terms and conditions concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply.

#### 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.
- 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 at the rate of 7% per annum is paid for the period which the deposit is held by the Company. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date. Interest shall not be paid on a deposit for the period following ninety days after discontinuance of service, if during such period the Company has made a reasonable effort to refund the deposit.
- D. The Company reserves the right to increase the deposit requirement when in its judgment the conditions justify such action.
- E. 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.

(M)

**Note 1:** This charge does not apply if transfer of service or reconnection of left-in facilities is made coincident with transfer or connection of left-in exchange service for which service charges apply.

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.1 Payment of Charges and Deposits (Cont'd)

- 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: (M)
- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods. (M)
  - The Extended Billing Plan Charge is calculated at a rate of 1.0% per month or 12% annually, on the unbilled balance of the nonrecurring charges. (M)
  - 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. (M)
  - 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.
- G.** A collections fee of \$6.50 will be applied to the bill of each residence subscriber with an unpaid 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. Any subscriber who is a recipient of Lifeline assistance will be exempted from a late payment charge. (C)
- H.** A collections fee of \$15.00 and an interest charge of one and one half percent (1.5%) of the unpaid balance will be applied to the bill of each business subscriber with an unpaid balance greater than \$20.00 (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.

#### 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.

#### B2.4.3 Minimum Service Period and Fractional Rates and Charges

- A.** The minimum period for which service is furnished is one month unless otherwise specified, except when the cost of special construction is such as to necessitate a longer contract period or where basic termination charges apply. The minimum period for SMARTRing service is twelve months.
- B.** When monthly rates are specified, the minimum charge will be for one month. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a part of the monthly charge based on the proportion that the actual number of days service is furnished bears to 30 days.
- C.** When rates involve a fraction of a cent, the fraction is carried throughout the computation of charge. When the computed charge includes a fraction of a cent, fractions of one-half cent or more are treated as one cent and fractions of less than one-half cent are disregarded.