

TARIFF DISTRIBUTION

FILE PACKAGE NO.: GA-20-0039

DATE: December 1, 2020

STATE: GEORGIA

EFFECTIVE DATE: 12/01/2020

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

- 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 **\$9.75** 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. (1)
- 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.

A2. GENERAL TERMS AND CONDITIONS

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

A2.4.3 Payment for Service (Cont'd)

H. (Cont'd)

4. (DELETED)

5. (DELETED)

6. No subscriber may be disconnected for unpaid residential local service if the subscriber notifies the Company between the date of receiving a notification of the proposed disconnection of service and the date set for disconnection and agrees to pay the unpaid balance for service previously provided in equal installments over the three consecutive billing months immediately following said notice. Further, the subscriber agrees to pay future bills and the installments by the date due. However, if a subscriber has received a notice of intent to disconnect, at any time prior to the time when the subscriber is once again current in his billings for service previously provided, if the subscriber makes toll calls exceeding \$10.00 in any thirty (30) day period, the Company shall have the right to immediately and without further notice, disconnect telephone service to that subscriber. Similarly, if the subscriber fails to make any agreed upon payment as set forth immediately preceding, the Company may disconnect service without further notice.

I. Nonpayment of 900 Service call billing to the caller shall not be cause for denial or termination of basic local exchange service.

J. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Line Connection Charges, 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 judgement 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.

K. A termination charge may apply as described in A2.3.17.C.

L. Except as provided in E8.2.1.D., affiliated AT&T companies for which the Company provides billing services are not required to obtain written authorization from end users before submitting charges to the Company for billing.

M. 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 overdue 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. A one-time late payment charge, as specified in A2.4.3.C., may be applied to the total amount due on the subscriber's current bill at the time the installment plan is established.

N. AT&T Georgia will comply with, and require its Customers to comply with, the Commission's Universal Access Fund Requirements as set forth in O.C.G.A. Section 46-5-167 or any Commission order, rule or regulation adopted or promulgated hereunder. The surcharge will be shown as a separate line item on the Customer's monthly invoice and will read: GA UAF Surcharge. The rate of the surcharge will be equal to the contribution factor established by the Commission.

A2.4.4 Allowance for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Guidebook. For the purpose of administering this term and condition, every month is considered to have thirty days.

(C)

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:
- 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.
 - 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.
 - 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.
- G. A collections fee of \$9.75 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. (1)
- 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.