# **TARIFF DISTRIBUTION**

FILE PACKAGE NO.: KY-15-0075

DATE: December 1, 2015

STATE: KENTUCKY

EFFECTIVE DATE: 12/01/2015

TYPE OF DISTRIBUTION: Approved

PURPOSE: Effective December 1, 2015, the 6-Month term plan option for

Business Local Calling (BLC) service will no longer be available for new BLC service, renewals or extensions of existing term plans.

TARIFF SECTION	PAGE NUMBER	PAGE REVISION
G003	69	0004
G003	70	0002
G003	71	0011

KY-15-0075 EFFECTIVE: December 1, 2015

### A3. BASIC LOCAL EXCHANGE SERVICE

## A3.47 AT&T Business Local Calling (BLC)

### A3.47.1 Description

AT&T Business Local Calling (BLC) is an optional business package that provides multiple line option packages which include varying combinations of a network access line, unlimited local usage, select calling features and hunting/grouping service (optional). Additional calling feature options are also available.

#### A3.47.2 Terms and Conditions

- **A.** AT&T Business Local Calling is available to business customers who agree to a 12-Month, 24-Month<sup>2</sup>, or 36-Month<sup>2</sup> term and who commit to the line option packages and prices as shown in A3.47.6. Customers may also subscribe to AT&T Business Local Calling on a Month-to-Month basis at prices as shown in A3.47.6.
- **B.** AT&T Business Local Calling is not available on Foreign Exchange Service, WATS access lines, PBX Trunks, Centrex, ISDN, PRI, 800/900 Service, Hot Line, Warm Line<sup>1</sup>, or Coin Services.
- C. AT&T Business Local Calling is only available where facilities and equipment permit.
- **D.** All lines in an AT&T Business Local Calling account must be subscribed to a line option package as listed in A3.47.6. Multiple options per account are permissible.
- E. Lines subscribed to AT&T Business Local Calling cannot be subscribed to any other optional local calling plan.
- **F.** An AT&T Business Local Calling plan is not transferable to, nor may it be assumed by, a customer or customers other than the customer of record.
- **G.** Volume Price Level rates as listed in A3.47.6 will apply for the life of the term plan based on the number of lines subscribed to on the initial order.
- H. AT&T Business Local Calling line option packages contain certain core components as well as a variety of optional components. Optional components are included in the AT&T Business Local Calling line option prices and are activated at the customer's discretion. There is no reduction in price for any optional feature not activated. Optional features selected for activation by the customer are provided on a per line basis. Core components are not optional and cannot be removed from the package.
- I. Certain standalone calling features not designated as either core or optional components in any line option package may be added on an a la carte basis at the rate listed in A3.47.6. These standalone calling features are limited to Three-Way Calling, Call Forwarding Variable, Remote Access Call Forwarding Variable, Call Waiting, Speed Calling 30, Repeat Dialing, Call Return, and Call Block. Other standalone features may be added on an a la carte basis at their individual rates listed in the Guidebook.
- **J.** A customer may subscribe to multiple agreements for AT&T Business Local Calling at the same time, but a number may only be included under one agreement.
- K. There is no nonrecurring service charge or set-up charge to establish an AT&T Business Local Calling account.
- L. Customers will receive a waiver of normally applicable service ordering and Line Connection nonrecurring charges (NRCs) associated with the establishment of all local exchange access lines that are subscribed to AT&T Business Local Calling, as well as a waiver of NRCs, if applicable, associated with calling features ordered at the time of initial subscription to AT&T Business Local Calling. Service charges associated with changing to/from hunting service, if applicable, will also be waived for AT&T Business Local Calling customers. Standard NRCs will apply to standalone features added to an existing AT&T Business Local Calling account when such features are added subsequent to the initial subscription. This waiver of NRCs is not applicable for customers subscribing to a Month-to-Month plan or when moving or transferring their telephone service as described in A3.47.2.Q.
- M. The 12-month term is also available as a 12-month oral agreement with option to re-subscribe<sup>3</sup>. If the customer selects the 12-month oral agreement with option to re-subscribe, the plan will renew for 12-month intervals. A maximum of two 12-month renewals are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their re-subscription options prior to the expiration of each 12-month term. The customer is under no obligation to re-subscribe after completion of a 12-month term period. Customers will be provided the rates established in the first 12-month term for both successive 12-month terms.
- **N.** Applicable local, state, and federal charges; taxes; 911 fees; and the End User Common Line charge are in addition to the line option prices listed in A3.47.6.
  - **Note 1:** Effective April 22, 2014, Warm Line Service is obsoleted, see Section A113.
  - **Note 2:** Effective September 1, 2014, customers with 1-19 lines may not establish new term plans greater than 1-year for Business Local Calling, and existing term plans for customers with 1-19 lines may not be renewed or extended for a term greater than 1 year.
  - **Note 3:** Effective September 1, 2014, the 12-month agreement with option to re-subscribe is not available for new Business Local Calling agreements. Existing customers may continue with existing term offers until those term offers expire..

(C)

(C)

KY-15-0075 EFFECTIVE: December 1, 2015

### A3. BASIC LOCAL EXCHANGE SERVICE

## A3.47 AT&T Business Local Calling (BLC) (Cont'd)

#### A3.47.2 Terms and Conditions (Cont'd)

- O. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's existing AT&T Business Local Calling plan, discounts and rates will terminate and the customer's services will be billed at the Month-to-Month rates as shown in A3.47.6. AT&T Business Local Calling will also be available on a Month-to-Month basis without having previously subscribed to a term plan. Month-to-Month prices will be subject to Company-initiated price adjustments.
- P. Lines subscribed to an AT&T Business Local Calling account cannot be placed on customer-initiated temporary suspension.
- Q. AT&T Business Local Calling customers with 1-19 initial line agreements who request a move or transfer of their telephone service either within the same premises or from one premises to another will be charged a one-time \$20 per line Service Order and Line Connection Charge for a maximum of 4 lines per move or transfer. This charge will not apply if the move or transfer is within 90 days of term expiration and the customer agrees to a new AT&T Business Local Calling agreement.
- **R.** AT&T Business Local Calling customers may combine subscribed lines from any state where an AT&T ILEC provides local service and where the AT&T Business Local Calling plan is available, into one agreement to meet line commitments.
- S. Each business customer may establish multiple 1-19 line AT&T Business Local Calling agreements, but will be limited to a maximum of one 20+ line AT&T Business Local Calling agreement at any given time. The total number of lines subscribed under all agreement types combined is limited to 35,000 per customer. This limitation applies for each business customer across all states where an AT&T ILEC provides local service and where AT&T Business Local Calling is also available.

#### (DELETED)

#### A3.47.3 Line Option Packages

**A.** "Unlimited A" (Option A)

Core Components: network access line, unlimited local usage, Caller ID – Deluxe or Enhanced, Three Way Calling, and either Call Forwarding Variable or Remote Access Call Forwarding Variable.

Optional Components: Call Waiting, Speed Calling 30, Call Return, Repeat Dialing, Call Block, Call Forwarding Busy Line, Call Forwarding Don't Answer, Message Waiting Indicator, and Hunting/Grouping service.

**B.** "Unlimited B" (Option B)

Core Components: network access line, unlimited local usage, Caller ID - Deluxe or Enhanced.

Optional Components: Call Forwarding Busy Line, Call Forwarding Don't Answer, Message Waiting Indicator, and Hunting/Grouping service.

(T)

(D)

KY-15-0075 EFFECTIVE: December 1, 2015

### A3. BASIC LOCAL EXCHANGE SERVICE

## A3.47 AT&T Business Local Calling (BLC) (Cont'd)

## A3.47.4 Termination Liability and Shortfall

- A. Except as provided for elsewhere in this Guidebook, customers who terminate their entire AT&T Business Local Calling account prior to completion of the selected term period are subject to termination charges. Termination charges are equal to \$15.00 times the number of months remaining on the term commitment times the number of lines subscribed to on the initial order.
- **B.** Termination charges are not applicable if, during the term period:
  - 1. the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. For 20+ line agreements the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify; or
  - 2. the customer converts to an upgraded technology with the Company (e.g., network access lines to PBX Trunks, Centrex, ISDN) and commits to a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or
  - 3. the customer chooses to terminate their agreement and to negotiate a new AT&T Business Local Calling agreement with a term period greater than the time remaining on the existing AT&T Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement. For 20+ line agreements the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify.
  - 4. An AT&T ILEC Service (referred to as the "Terminated ILEC Service") provided under an AT&T Business Local Calling Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:
    - a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
    - b. the Term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
    - c. the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
    - d. the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced; and
    - e. activation of the Replacement Service at the Customer sites or for Customer use at such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

It is at the Company's sole discretion whether a product change satisfies these requirements.

C. For customers who initially subscribe to 20+ lines: in any month during the term of an AT&T Business Local Calling agreement if the customer's total number of subscribed lines falls below 80% of the number of lines subscribed to on the agreement, then a shortfall adjustment charge will be applicable and will appear on the customer's bill for each of those months. This shortfall adjustment charge is equal to \$10.00 times the number of lines below the 80% requirement.

#### A3.47.5 References

The AT&T Business Local Calling plan components are provided in accordance with the Terms and Conditions of their applicable Guidebook sections except as noted in Sections A3.47.2 and A3.47.6.

#### A3.47.6 Prices

A. Service Elements

#### Term & Volume Monthly Prices Per Line

	I VI ZIIIV					
Volume	Line				Month-to-	
Price Level	<b>Option</b>	<u>1-Year</u>	2-Year <sup>1</sup>	3-Year <sup>1</sup>	Month	(T)(D
(a) 1-19 Lines	Option A	\$50.00	\$44.00	\$43.00	<del>\$97.00</del>	- 1
	Option B	45.00	39.00	38.00	89.00	
(b) 20+ Lines	Option A	34.00	33.00	32.00	68.00	
	Option B	29.00	28.00	27.00	61.00	(D

Monthly Rate \$3.00

Calling Features listed in A3.47.2.I, per feature, per line

**Note 1:** Effective September 1, 2014, customers with 1-19 lines may not establish new term plans greater than 1-year for Business Local Calling, and existing term plans for customers with 1-19 lines may not be renewed or extended for a term greater than 1 year.

(T)