

**GENERAL**

**APPLICATION OF REGULATIONS**

1. The provisions contained in these Regulations apply to unregulated Intrastate services and facilities furnished in Michigan by AT&T Michigan, hereinafter referred to as the Company.
2. Rules and regulations relating to deposits, billing and payments are in addition to rules specified elsewhere in this Guidebook, and the Billing Standards for Basic Residential Telecommunications Service.
3. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
4. Reserved for future use.

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5. This Guidebook replaces the Michigan Retail Catalog. References to "Catalog" in this Guidebook should be treated to mean this Guidebook.
6. Interexchange services and facilities are provided by the Company only within the LATA and affiliated exchanges (i.e., IntraLata) in which the customer is located.

**B. UNDERTAKING OF THE COMPANY**

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. The calling party is required to establish the calling party's identity to the satisfaction of the called party. The called party has the right to terminate any call at any point. The calling party is required to disconnect any call immediately when the called party indicates the call should be discontinued.
3. Agencies advising of emergency situations are excluded from this requirement.

**1. GENERAL (cont'd)**

**C. LIABILITY OF THE COMPANY**

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the appropriate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.
2. The services furnished by the Company, in addition to the limitation set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (a) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
3. The Company shall not be liable for any loss or damage, delay, or failure in performance of any of the services or facilities furnished by the Company from causes beyond the Company's control, such as fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of the Company or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure".
4. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
5. When the lines of other telecommunication services providers are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

A local directory may be produced. If errors or omissions occur in said directory, the Company, except as provided herein, shall not be liable for any losses or damages claimed on account of errors or omissions in the directory, where available, or in the Company's Listing Information System. In cases where a specific charge has been made for a listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.

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6. The Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

**1. GENERAL (cont'd)**

**C. LIABILITY OF THE COMPANY (cont'd)**

7. Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the customer's premises, the customer shall:

- (1) Furnish such power which shall be suitable for the purpose;
- (2) Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
- (3) Allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

**2. PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES**

**A. PROVISION OF SERVICES BY COMPANY**

Where service is to be established at a location that would involve undue hazards to employees of the Company, the customer may be required to install and maintain facilities in a manner satisfactory to the Company, the remuneration, if any, to be based on the conditions involved.

**B. AVAILABILITY OF FACILITIES**

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. There is no obligation to furnish service where the Company is unable to make an economic assessment, due to its inability to secure the necessary information from the owner or developer of a property or other relevant party, to make that assessment.

In a location or area where there is no existing service or facilities present to meet the request for telecommunications service, the company may:

- 1. Require the payment of special construction charges according to the conditions set out in Part 2 Section 5; or
- 2. Provide service using any technology, including unregulated technologies; or
- 3. Decline to provide service where it is uneconomical to deploy.

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/1/ Material formerly appeared in Tariff 20R Part 2 Section 2 on Sheet 5.

**2. PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES (cont'd)****C. PRIORITY OF SERVICE**

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishments of basic local exchange service and message toll service takes precedence in the furnishing of any other service or facility.

**PROVISION OF DIRECTORIES**

The Company may distribute a printed local directory to each customer, where available. If the company chooses not to distribute a printed directory, the customer may request a printed or electronic directory at no additional charge. (C)

**D. TELEPHONE NUMBERS**

The assignment of a number to a subscriber's telephone service is made at the discretion of the Company. The subscriber has no proprietary right in the number, and the Company may make such changes in telephone numbers, including the central office designation, as in its judgment the requirements of the service may demand.

**E. MAINTENANCE, REPAIRS, AND REMOVAL OF COMPANY-PROVIDED EQUIPMENT AND FACILITIES**

1. All expense of maintenance and repair, in connection with equipment, facilities and services furnished by the Company, unless otherwise specified herein or elsewhere in the Company's Tariffs or Guidebook, is borne by the Company.
2. A customer or authorized user may not, nor permit others to rearrange, disconnect, reconnect, remove or attempt to repair any apparatus or wiring furnished or owned by the Company, except as specified elsewhere in the Company's tariffs or upon the written consent of the Company. Where it is found that unauthorized work has been done by the customer, authorized user or his agents, charges will be made as if the work had been done by the Company.

**2. PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES (cont'd)****F. "GRANDFATHERING" OF EXISTING SERVICE OFFERINGS NO LONGER OFFERED FOR NEW INSTALLATIONS**

## 1. General

Certain service offerings that have been discontinued to new customers or at new locations, are continued in service for specific customers who were subscribing to them at the time of their discontinuance. These exceptions to regular Guidebook provisions are referred to as the "grandfathering" of the customers involved. The service offerings continued on this basis are covered individually in Part 20 of the Guidebook and are subject to the conditions specified in paragraph 2. following.

## 2. Service Offerings and Rate Treatments

Grandfathered service offerings are continued only for existing customers at existing locations. The rates for grandfathered services are subject to change in the same manner and to the same extent as regular service offerings. No new or additional "grandfathered" services will be furnished. New or additional services which are the same as, or comparable to, the grandfathered services are available at regular Guidebook or contract rates. Where a new customer takes over existing telephone service, with or without a change in the listing, where the customer initiates a change in class of service or where there is a break in the continuity, the "grandfathered" service is no longer available. The renting or leasing of the premises on which the service is provided to someone other than the existing customer voids the furnishing of the service under Part 20, whether or not the telephone service remains in the name of the original customer.

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**G. OWNERSHIP OF COMPANY-PROVIDED LINES AND EQUIPMENT**

1. Facilities, such as equipment, instruments and lines furnished by the Company on the premises of a customer, authorized user, or agent of the Company are the property of the Company. These facilities are provided upon the condition that they must be installed, relocated (except as specified elsewhere) and maintained by the Company. The Company's agents and employees may enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities or for the purpose of making collections from coin boxes. They may also enter the premises upon termination or cancellation of the service for the purpose of removing the equipment, instruments and lines.
2. Except as otherwise provided in the following paragraph, equipment furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.
3. In case of damage, loss or destruction of any of the Company's equipment while in the possession of the customer or authorized user and not due either to ordinary wear and tear or to fire, storm or other like casualty, the customer shall be responsible for the value of the equipment lost or destroyed, or for the cost of restoring the equipment to its original condition.

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**NETWORK FACILITIES**<sup>/2/</sup>

## A. GENERAL

1. Network Interface - The point of interconnection between telephone company communications facilities and terminal equipment, protective apparatus or wiring at or near a subscriber's premises. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, as provided under the Company's reasonable and non discriminatory standard operating practice.
2. The Company is responsible for all facilities, such as protector and wiring, on the network side of the NI. The customer is responsible for interior wire and other equipment on the customer's side of the NI.
3. Intra-building Network Cable is the cable in a building that extends the outside plant distribution facilities from the building entrance to equipment rooms, cross connection points or other distribution points. This is frequently referred to as riser cable, and is reserved for use by the Company.
4. Network Terminating Wire (NTW) is wire installed for a specific customer and network service, and used to connect the Intra-building Network Cable to the Network Interface. NTW is also used to connect outside plant distribution facilities to the Network Interface where Intra-building Network Cable is not provided. (Network Terminating Wire is that portion of the network cable which is inside a building and is placed between the last termination of the Intra-building Network Cable or outside plant facilities and the Network Interface.). NTW is installed by the Company and remains the property of the Company.
5. Service Interface (SI) is that point of termination at which appropriate conformance testing and/or circuit alignment is performed. The Service Interface is located at the Network Interface or may be extended at the customer's request.
6. Wire required to extend facilities will be provided by the Company, at the customer's request, on a deregulated basis. This wire may also be provided by the customer. In either case, the customer shall own the wire beyond the Network Interface. For some services, Company provided equipment may be placed at an extended SI, causing the customer owned inside wire to be interpositioned. Service has only one Point of Termination (Service Interface) per customer premises. Any additional termination beyond such Point of Termination is the sole responsibility of the customer.

/1/ Material moved to Sheets 6 and 11.

/2/ Material formerly appeared in Tariff 20R Part 2 Section 2 on Sheets 8 and 9.

**CONTRACTS FOR SERVICE OR FACILITIES****A. GENERAL**

1. Applications for service and facilities made orally, or in writing, become contracts upon the establishment of the service or facility.
2. Any change in regulations prescribed by public authority having jurisdiction modifies all terms and regulations of contracts to the extent of such change.
3. Change of Customer with Continuity of Service.

An applicant who qualifies for the establishment of service may take over the existing service of a subscriber without an interruption of that service.

Retention of the same telephone number is contingent on the applicant's compliance with all of the following conditions:

a. Residence Service

- (1) The existing customer concurs with the request.
- (2) Applicant and the existing customer are members of the same household and have shared the telephone service or is the new tenant at the service address.
- (3) The applicant agrees to pay all outstanding charges and assume all contractual obligations.

b. Business Service

- (1) The existing customer concurs with the request to take over the telephone number.
- (2) Applicant assumes responsibility for all outstanding charges and all other contractual obligations against the telephone number or for month-to-month contracts, it may be required that the existing customer's account be current.

4. Reestablish a Non-working Telephone Number.

The Company may accommodate the request of an applicant for assignment of an available telephone number listed in the current directory, where available, provided the listed subscriber concurs with the assignment and the applicant assumes responsibility for all outstanding charges and all other contractual obligations against the telephone number.

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5. Contracts for service or facilities may not be terminated except upon advance notice to the Company, at which time there is due and payable all unpaid charges or guarantees for the period the service, equipment or facilities have been furnished, and all applicable minimum and termination charges.

**B. INITIAL CONTRACT PERIODS AND MINIMUM CHARGES**

Unless otherwise specified in this Guidebook, the minimum service period is one month from the date service is established and the minimum charge is the established rate for one month.

In lieu of contracts for the required initial service period, the Company may permit the payment of special installation charges or termination charges, in addition to the regular Establishment of Service Charges and installation charges.

**CONTRACTS FOR SERVICE OR FACILITIES<sup>/1/</sup>****C. APPLICATION OF MINIMUM AND TERMINATION CHARGES**

1. Where a contract for service with a one-month minimum service period is cancelled before establishment of service is completed, a charge equal to the costs incurred by the Company, not to exceed the minimum service charge specified, is applied if all or a portion of the facilities has been installed.
2. Where a contract for service with an initial service period of more than one month is cancelled:
  - a. After the installation of the required service and facilities is completed, but before service is established, the termination charge applicable is as specified for the type of service involved.
  - b. Before installation is completed, a charge consisting of the loss on service and facilities in the process of being built or installed, the installation labor, the labor cost of removal and other expenses, such charge not to exceed the termination charges applicable for the type of service involved is applicable.
3. With respect to the original contract, minimum and termination charges are waived where a new customer takes over the contract, for the unexpired period thereof, for the service and facilities to be furnished at the same location without lapse of service, and assumes all unpaid charges on the original contract. Minimum and termination charges involved in the original contract are also waived where a new customer takes over the service and facilities covered by the original contract under the conditions stated, except as to payment of unpaid charges, and executes a new contract for the full required minimum period. In either case, minimum and termination charges apply for any service or facilities furnished under the original contract which are not retained by the new customer.
4. When the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer, which renders the premises unfit for occupancy, the customer is required to pay only the charges for the period during which service or facilities have been furnished, no minimum or termination charges being applied.

/1/ Material formerly appeared in Tariff 20R Part 2 Section 2 on Sheet 12.



**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS<sup>/1/</sup>****A. PAYMENT PROVISIONS**

1. The customer shall pay for services and facilities monthly in advance, except as otherwise provided in this Guidebook or as required by lawful regulation or practical limitations, and shall pay all other charges when billed by the Telephone Company. (T)
2. The customer assumes responsibility for all charges on messages originating on service contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.
3. Charges are payable at any Telephone Company payment center or at any agency duly authorized to receive such payments.
4. Charges for a fractional part of a month are computed on the basis of a thirty day month.

**B. ADVANCE PAYMENTS**

Applicants for service and facilities, other than Federal, State or municipal governmental agencies, may be required to pay at the time the application is made all service connection charges and installation charges that may be applicable, as well as such special construction and installation charges as are to be borne by the applicant.

**C. Deposits**

1. An applicant or customer may be required to make a cash deposit, or provide proof of prior residency as a condition of obtaining basic local exchange service or restoring existing basic local exchange service if:
  - a. The applicant or customer refuses to produce identification which can be readily and inexpensively verified.
  - b. The applicant or customer has a history of payment defaults within the past 60 months for telecommunications services.
  - c. An outstanding bill exists at the address where an applicant is requesting service.
  - d. Basic Local Exchange Service has been shut off (temporarily discontinued) for nonpayment.

The deposit may be applied, upon termination of the service, in payment of any unpaid charges for service rendered to the customer or in payment of termination charges that may be applicable. Any balance of the amount deposited, credited to the customer's account, is returned to the customer at the time of termination of the contract or may be returned at any time previous thereto, when a satisfactory credit rating has been established.

2. The fact that a deposit has been made neither relieves the applicant nor the customer from complying with the Telephone Company's regulations as to advance payments, prepayments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regulations of the Telephone Company providing for the discontinuance of service for nonpayment of any sums due the Telephone Company for basic local exchange service, regulated toll service and unregulated services rendered.
3. In accordance with the U.S. Bankruptcy Code, Section 366, the Company may require an applicant or customer to furnish adequate assurance of payment in the form of a deposit or other security.

/1/ Material formerly appeared in Tariff 20R Part 2 Section 2 on Sheets 13-14.

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS<sup>/1/</sup>*****D. ADJUSTMENTS OF CHARGES***

Adjustment of charges will be made when billing errors are brought to the attention of the Company as set forth in this section. Except as otherwise provided in a written contract between a customer and the Company, all requests for adjustments must be made in writing to the Company within two (2) years after the date when the bill that the customer seeks to adjust was rendered. No refunds will be made for billing errors that occurred more than two (2) years before the date a customer makes a written request to the Company for adjustment. Assuming that a written request for adjustment is made within this two (2) year period, refunds due the customer will be paid with interest on any amounts erroneously billed more than one (1) year before the date of the adjustment, with simple interest paid at the rate paid on United States savings bonds, series EE. Except as otherwise provided in a written contract between a customer and the Company, a customer will be liable for net underbilled service for one year from the date that the service was provided or a bill for that service was rendered, whichever is later. This limitation does not apply when the service was obtained by the customer by fraud or deception.

***ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC.<sup>/2/</sup>***

1. The rate schedules set forth in the various guidebooks of the Company do not include any amounts resulting from any taxes, fees, or exactions imposed by or for any municipal corporations or other political subdivision or local agency of government against the Company, its property or its operations.
2. In order to prevent other subscribers from being compelled to share such impositions, the amounts resulting from any such taxes, fees, or exactions imposed against the Company, its property or its operations, shall be billed pro rata by the Company to its exchange subscribers within the limits of the municipal corporation, or other political subdivision or local agency of government by or for which such taxes, fees, or exactions are imposed.
3. Various telecommunications services as defined in the Michigan Telecommunications Act, and other services and products provided by the Company, are subject to certain federal, state and local taxes. The Company is required to bill these taxes to the customer and remit payments on behalf of the taxing entity. These taxes include a 3% federal excise tax, a 6% State of Michigan Use Tax, and 5% City of Detroit Utility User Tax which are billed on a monthly basis. Applicability of the different taxes is governed by federal, state and local statutes, rules, regulations and ordinances. The majority of telecommunications services provided by the Company are subject to both federal excise and State of Michigan use taxes. Individual telecommunications and other services and products are subject to the different taxes depending on the nature of the service, the points of origination or termination of the service, and the municipality in which the customer is located.

<sup>/1/</sup> Material formerly appeared in Tariff 20R Part 2 Section 2 on Sheet 17.

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)****Late Payment Charge - Business**

For Business customers, a late payment charge of 2.5% of the unpaid balance or \$15.00, whichever is greater, shall apply to amounts for basic local exchange services, toll, end user access charges, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on a monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

Credit, deposit and collection procedures outlined elsewhere in this Guidebook or the tariff are not waived or foreclosed by the application of a late payment charge.

**Late Payment Charge - Residence**

For Residence customers, a late payment charge of \$9.75 shall apply to accounts with unpaid balances greater than \$5.00 after due date, except that the charge is not applicable as specified below. (l)

This charge does not apply to:

- interzone calling
- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

Credit, deposit and collection procedures outlined elsewhere in this guidebook are not waived or foreclosed by the application of a late payment charge.

**Checks Returned on Customer Accounts**

A charge will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it was written. In case of error by the institution on which the check or draft is written, the charge will be waived by the Company.

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (Cont'd)****E. Applicable Taxes, Fees etc.**

Various telecommunications services as defined in the Michigan Telecommunications Act, and other services and products provided by the Company, are subject to certain federal, state and local taxes. The Company is required to bill these taxes to the customer and remit payments on behalf of the taxing entity. These taxes include a 3% federal excise tax, 6% State of Michigan Use Tax, and 5% City of Detroit Utility User Tax which are billed on a monthly basis. Applicability of the different taxes is governed by federal, state and local statutes, rules, regulations and ordinances. The majority of telecommunications services provided by the Company are subject to both federal excise and State of Michigan use taxes. Individual telecommunications and other services and products are subject to the different taxes depending on the nature of the service, the points of origination or termination of the service, and the municipality in which the customer is located. In addition, telecommunications services may be subject to governmental charges that the Company is required to bill the customer ("Mandatory Fees") or charges that the Company is permitted to recover ("Discretionary Fees"). Discretionary Fees are designed, in a commercially reasonable manner, to recover local, state and/or federal charges the company is required to pay to governmental entities, including, but not limited to, Universal Service Fund charges, some of which can change quarterly or more often.

**MI STATE ACCESS FUND SURCHARGE**

A surcharge equal to the Michigan State Access Fund percentage assessment ordered by the Commission will be applied to the total monthly intrastate charges for telecommunications services that are provided within the state of Michigan. The MI State Access Fund provides support to rural telecommunications carriers operating in high cost areas of the state in order to maintain affordable rates to end users. The charges appear as "MI State Access Fund" on the customer bill.

**MI 911 SURCHARGE**

Pursuant to state law, the Company assesses the following 911 surcharges:

**Statewide 9-1-1 Surcharge:** The charge is \$.19 per month per device.

**County Surcharge:** The charge varies by county and is capped at \$3.00 per month per device.

**Technical Surcharge:** The charge varies by county and is capped at \$.80 per month per access line.

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (Cont'd)**

**E. Applicable Taxes, Fees etc. (cont'd)**

**COST ASSESSMENT CHARGE (CAC)**

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline or any of the following account types: Federal, State and Local Government accounts; Resale accounts or accounts designated by the Company as Wholesale.

<u>Description</u>	<u>USOC</u>	<u>Monthly Rate</u>	
Per residence network access line	C8RCC	\$0.17	(R)
Per business network access line	C8RCD	\$3.82	
Per ISDN PRI	C8RCE	\$19.10	
Per Centrex Station Line	C8RCD	\$3.82	
Per residence ISDN BRI line	C8RCC	\$0.17	(R)
Per business ISDN BRI line	C8RCD	\$3.82	
Per PBX trunk	C8RCG	\$34.38	
Transport services	-	2.76%	
- OPT-E-MAN® Service			
- Customized Switched Metro Ethernet (CSME) Service			

**F. PREPAYMENT**

Applicants for a service and facilities, other than Federal, State, or Municipal governmental agencies, may be required to prepay one billing period's charges for basic local exchange service as a condition of receiving the regulated service. If an applicant's basic local exchange service is subject to usage-sensitive pricing, then the prepayment shall not be more than the average of charges for similar services purchased in the applicant's exchange during the most recent calendar year for which data is available.

**G. SHUT OFF (TEMPORARY DISCONTINUANCE) FOR NONPAYMENT**

1. Where service has been temporarily shut off in accordance with the provisions of this Guidebook and the service is re-established, a Restoral of Service Charge is made as specified in Part 3, Section 1. This charge covers the customer's entire service and facilities and is in addition to all other charges due.
2. The Restoral of Service charge does not apply where service has been actually discontinued; in that event, upon payment of all charges due, the service will be re-established on the basis of a new application for service and the payment of the charges associated with such application.

**H. CONVENIENCE FEE FOR PAYMENT MADE WITH A COMPANY REPRESENTATIVE**

A fee may apply for each instance of payment made with a Company Representative when authorized by the subscriber. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment. This fee would not apply when automated payment systems are unavailable due to system outages.

Charge: Residence            \$5.00      Business      \$5.00

**TOLL RESTRICTION**

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1. For cause as provided herein and without incurring any liability, the Company may elect to impose a toll restricted service on a customer in the following circumstances:
  - a. Suspicion of fraud.
  - b. Non-compliance by a customer with a mutually accepted deferred payment arrangement established between the Company and the customer.
  - c. When a customer has a persistent history of bill paying problems, including, but not limited to, the following:
    - customer has increasing or continuing significant bill arrearages.
    - customer is continually in treatment.
    - customer's monthly payments do not cover current charges.
  - d. When a customer has an unsatisfactory credit history or reference.
  - e. When an unpaid balance with an utility exists at the time of application for new service.
  - f. Where an unpaid bill which is the responsibility of an occupant at the address exists.
2. The Company may impose, but is not limited to, the following types of toll restriction: third number blocks, collect calls blocks, pay-per-call blocks, and toll usage credit limits. The Company will allow interexchange carriers to do the following:
  - a. "opt-out", that is exclude all of their toll subscribers from the Company's toll usage credit limits.
  - b. Notify the Company that specific direct bill subscribers' toll is to be excluded from the Company's toll usage credit limits.

The Company may also restrict customers access to unregulated services such as custom and/or advanced custom calling features.
3. Subject to (4) below, company imposed toll restriction or the imposition of toll usage credit limits by the Company may be made five days after the mailing of written notice to the customer at the address to which the bills for the service are sent. New subscribers, if eligible, will receive written confirmation in the new services fulfillment letter.
4. In the event of fraudulent use of service, toll restriction may be imposed by the Company immediately and the Company will attempt to reach the customer by telephone.
5. The imposition of toll restriction service by the Company is in addition to any rules and regulations relating to billing and payments specified elsewhere.

**MAJOR DISASTER RELIEF PLAN<sup>/3/</sup>**

To assist in cases of state and/or federally recognized disasters, AT&T Michigan may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

The disaster aid offering(s) will be at the discretion of the Company.  
The offering(s) will be limited in duration.

**DISASTER RELIEF PLAN<sup>/1/ /2/</sup>****A. DESCRIPTION**

When a business or residence customer's premises is destroyed or partially destroyed, due to natural disaster or fire, the following disaster relief plan will go into effect, except as provided pursuant to the Major Disaster Relief Plan.

The associated service connection charge to re-establish the local exchange access line after the disaster will be waived, as indicated in Part 3, Section 1, Sheet 1.

The Company will provide customers with the ability to forward their calls at no charge for up to 30 days. The monthly rate and associated Service Connection Charge will be waived for the customer's primary line for the following services:

- Call Forwarding
- Call Forward Busy Line
- Call Forward Don't Answer
- Remote Call Forward
- Message Waiting Indicator

**B. PRICES**

The customer will incur the monthly recurring rate for these unregulated services, after the initial 30-day period, unless they call to have them disconnected. In addition, in order to meet special circumstances or unique situations as a result of natural disasters or fire, the Company may set up and provide services free of charge for relief organizations for a limited duration at the Company's discretion.

/1/ See additional relief on installation, moves or changes in Part 3, Section 1.

/2/ Material formerly appeared on Sheet 6

/3/ Material formerly appeared on Sheet 9.

**LOCATION AND USE OF TELEPHONE SERVICES<sup>1/</sup>**

## 1. Use of Business and Residence Telephone Services:

- a. Business subscriber telephone service, as distinguished from Public Telephone Service and excluding Semipublic Telephone Service and service in hotels, is furnished only for use by the customer, his employees and representatives, except as provided in this section, paragraph B. of sub section General, preceding.
  - (1) Telephone service of a customer engaged in furnishing service of a secretarial nature or in the business of renting space to exhibitors may be used by a tenant of the customer for periods of not to exceed one month; on such usage no listing is permitted. A period of at least one month must elapse between each period of usage by a particular tenant. (C)
  - (2) A customer engaged in furnishing services of a secretarial nature may not use Telephone Company facilities to receive messages for one party to be forwarded to another party, unless such forwarding is of a temporary or occasional nature.
- b. Residence telephone service is furnished only in residence locations, for use by the customer and members of the customer's domestic establishment, except as use by others is permitted in certain cases as provided for in this section, paragraph B. of sub section General, preceding.
- c. Residence service is not permitted in locations where the service is used as an adjunct to business service.

## 2. Service on Public and Semipublic Premises:

Subscriber telephone service, as distinguished from Public Telephone Service and excluding Semipublic Telephone Service, Customer-Owned Coin Operated Telephone Service (COCOTS), Coinless Telephone Service and service furnished hotels, is not installed nor allowed to remain on premises of a public or semipublic character unless so located that it is not available to the public or to patrons of the customer. Semipublic Telephone Service, Public Telephone Service, COCOTS and Coinless Telephone Service are services available for public use.

## 3. Conferencing, Bridging and Patching of Central Office Lines

- a. Company facilities provided for telecommunications network service may be interconnected by the customer at his premises by means of switching equipment provided by the customer subject to the provisions in b. through d. following.
- b. The company makes no representation that suitable transmission, operation or supervision will be obtained when such facilities are interconnected and the responsibilities of the Company shall be limited to the furnishing of facilities suitable for regular telecommunications network service and to the maintenance and operation of such facilities in a manner proper for such services.
- c. Any facilities furnished or services performed by the company to facilitate the interconnection of such services will be provided at charges based on cost.
- d. The interconnection of such services shall not be used in a manner so as to avoid the payment of proper telecommunications network service charges.



**CANCELLATION FOR CAUSE**

**A. GENERAL**

1. For cause as provided herein and without incurring any liability, the Telephone Company may either temporarily discontinue the furnishing of a service or facility to a customer or terminate the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.
3. In the event of discontinuation or termination of business service at a separate location the Company may transfer any unpaid balance to any other business service account of the customer.

(D)

(D)

**CANCELLATION FOR CAUSE****B. CANCELLATION AFTER WRITTEN NOTICE (C)**

1. Under any of the conditions in (a) through (d) following, shut off or termination by the Telephone Company may be made five days after furnishing written notice to the customer by first class mail or personally served:
  - a. In the event of nonpayment of any sum due the Telephone Company, per account. (C)
  - b. Upon failure to make suitable deposit as required by this Guidebook.
  - c. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
  - d. Upon a violation not otherwise provided for in any of the regulations governing the furnishing of a service or facility.

**C. CANCELLATION UPON WRITTEN REQUEST BY PUBLIC OFFICIALS (C)**

1. Under either of the conditions in a. and b. following, written notice of intention to discontinue or terminate service, to which shall be attached a copy of the written representation referred to below, shall be given by posting a registered letter in the United States mails, addressed to the customer or his agent at the location to which bills for the service are sent, at least seventy-two hours prior to such discontinuance or termination:
  - a. Whenever the judge of any court of record in Michigan, having jurisdiction over criminal offenses, including any such judge acting under Act 196 of the Public Acts of 1917, as amended, the Attorney General of Michigan, the United States Attorney in and for any Federal judicial district in Michigan, or the Prosecuting Attorney of any county, shall represent in writing to the Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of his own volition directed that the same be done.
  - b. Upon notice in writing by a federal, state or local law enforcement agency, acting under the provisions of Public Law 87-216, that service is being or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of federal, state or local law.

**CANCELLATION FOR CAUSE**

(D)



(D)

D. IMMEDIATE CANCELLATION WITH VERBAL NOTICE:

(C)

1. Under any of the conditions in a. to h. following, said discontinuance or termination by the Telephone Company will be made immediately, verbal notice being given the customer or his agent in person or by telephone if he can be reached; a confirming written notice will be mailed to the customer or his agent at the address to which bills are sent:

(C)

- a. In the event of the use of profane or indecent language over the facilities;
- b. In the event of abandonment of the station or facilities;
- c. If the use of the service or facilities by the customer, or the manner of such use, or his failure to contract for adequate facilities (though these require he defray an unusual expense), tends to affect injuriously the efficiency of the Company's general plant or services;
- d. If a service or facility is used in a manner which substantially impairs the service of a particular customer;
- e. In the event that a customer transmits a previously recorded message over the exchange or toll facilities of the Company without properly identifying himself or the sponsor.
- f. Misrepresentation of the customer's identity for the purpose of obtaining any service.

(C)

**D. IMMEDIATE CANCELLATION WITH VERBAL NOTICE: (cont'd)**

(C)

- g. In the event of abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to:
- (1) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
  - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, local telephone exchange service or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
  - (3) The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- h. Existence of a condition which is dangerous or hazardous to life, physical safety or property.

**E. CANCELLATION OF SERVICE PROVIDED BY ANOTHER COMPANY**

(C)

The Company is permitted to discontinue or terminate basic local exchange service of a customer for nonpayment of undisputed charges of another provider, subject to provisions specified elsewhere in this Guidebook, if that provider's charges are billed by the Company and the charges are either regulated by this Commission or the Federal Communications Commission.