

TARIFF DISTRIBUTION

FILE PACKAGE NO.: NC-17-0027

DATE: March 1, 2017

STATE: NORTH CAROLINA

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

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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. 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 thirty 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 late payment charge of six percent (6%) for residence applies to each 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 within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. (C)

A late payment charge of one percent (1%) for business applies to each subscriber's bill (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 within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. (T)
- 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. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- 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, (e.g. reacquisition customers or customers receiving service from a Competing Local Provider (CLP) who has filed bankruptcy) 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 amount.
- G. When a check or draft tendered for payment of a customer's account is subsequently returned by the institution on which it is written due to failure of the issuing institution to honor the check or draft for a good and sufficient reason, a fee will be charged the customer up to the maximum amount allowed by law for each such returned check or draft. The returned check charge also applies to returned Automatic Funds Transfer transactions.

The Company at its option for good cause may refuse to accept a check or draft tendered as payment on a customer's account.
- H. The Installment Billing option in Section A4 is available, allowing customers to spread payment of nonrecurring (installation and Service Charges) in up to twelve (12) equal installments, with no interest. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread nonrecurring charges plus interest over a period in excess of twelve (12) months, 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 judgment 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.

B2. TERMS AND CONDITIONS

B2.4 Payment Arrangements and Credit Allowances

B2.4.1 Payment of Charges and Deposits

- A. Reserved for future use.
- B. 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.
- C. 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.
- D. 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 eight percent per annum is paid for the period which the deposit is held by the Company.
- E. The customers will be informed that payment for channel nonrecurring charges can be paid in installments, if desired. The minimum initial payment for the nonrecurring charges is ten percent of the total nonrecurring charge and payments may be extended over a six month period. No billing of less than one-sixth (1/6) of the remaining balance will be made.
- F. When a check or draft tendered for payment of a customer's account is subsequently returned by the institution on which it is written due to failure of the issuing institution to honor the check or draft for a good and sufficient reason, a fee up to the maximum allowed by law will be charged the customer for each such returned check or draft.
- G. The Company at its option for good cause may refuse to accept a check or draft tendered as payment on a customer's account.
- H. A late payment charge of six percent (6%) for residence applies to each subscriber's bill *with a balance greater than \$5.00* (C) (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 within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill.
 A late payment charge of one percent (1%) for business applies to each subscriber's bill (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 within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. (T)

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.