

TARIFF DISTRIBUTION

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STATE: SOUTH CAROLINA

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TYPE OF DISTRIBUTION: Approved

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

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
G002	11.1	0004
H002	7	0002
H002	7.1	0002
H002	8	0002

A2. GENERAL TERMS AND CONDITIONS

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

A2.4.3 Payment for Service (Cont'd)

- G.** Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Line Connection Charges 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 payment 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.
- H.** A termination charge may apply as described in A2.3.17.C
- I.** 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 charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments.
- J.** Effective October 1, 2001, a monthly recurring surcharge is applicable to each retail customer's total telecommunications bill in order to support South Carolina's Universal Service Fund. The surcharge will be assessed in accordance with orders issued by the Public Service Commission of South Carolina.
- K.** A late payment charge of one and one-half percent (1 1/2%) applies to each *residence* subscriber's bill *with a balance greater than \$5.00* (including amounts billed in accordance with the Company's Billing and Collection Services section found in the Access Service Tariff) when the previous month's bill has not been paid in full prior to the next billing date. The one and one-half 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 and one-half percent (1 1/2%) applies to each business subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services section found in the Access Service Tariff) when the previous month's bill has not been paid in full prior to the next billing date. The one and one-half 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. (N)

A2.4.4 Allowance for Outages

When the use of service or facilities furnished by the Company is out of operation 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 generated for the service and facilities rendered useless and inoperative by reason of the outage during the time said outage 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.

B2. TERMS AND CONDITIONS

B2.3 Obligations of the Customer (Cont'd)

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 existing financial responsibility for the account if such service has been cancelled or abandoned by the previous subscriber or if consent from the previous subscriber has been obtained and providing there is no lapse in the rendition of service. Upon the acceptance of the transfer of service by the Company, all future bills will be rendered to the new subscriber. Transfer of service charges¹ are appropriate as set forth in A2. of the General Exchange Guidebook.

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

B2.4 Payment Arrangements and Credit Allowances

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 eight percent per annum, effective March 1, 1993, is paid for the period which the deposit is held by the Company.
- D. The Company reserves the right to increase the deposit requirement when in its judgment the conditions justify such action.

Note 1: Above 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.

(M)

B2. TERMS AND CONDITIONS

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

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

- E.** A late payment charge of one and one-half percent (1 1/2%) applies to each *residence* subscriber's bill *with a balance greater than \$5.00* (including amounts billed in accordance with the Company's Billing and Collection Services section found in the Access Service Tariff) when the previous month's bill has not been paid in full prior to the next billing date. The one and one-half 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. (M)(C)
- A late payment charge of one and one-half percent (1 1/2%) applies to each business subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services section found in the Access Service Tariff) when the previous month's bill has not been paid in full prior to the next billing date. The one and one-half 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. (N)
- 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 percent of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent 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 percent per month or 12 percent 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 E. preceding will apply.
- G.** Effective October 1, 2001, a monthly recurring surcharge is applicable to each retail customer's total telecommunications bill in order to support South Carolina's Universal Service Fund. The surcharge will not be assessed on Lifeline, coin, wireless or resold accounts, or on unregulated services including, but not limited to, maintenance and inside wiring charges.

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. Non-payment 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. (M1)
- 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. (M1)

B2. TERMS AND CONDITIONS

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

(M)

B2.4.4 Cancellation of Application for Service

- A. Where the applicant cancels an application for service prior to the start of the special construction of facilities, no charge applies.
- B. Where special construction of facilities has been started prior to the cancellation and to the extent there is another requirement for the specially constructed facilities, no charge applies.
- C. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies, except that, where one or more, but not all, of the services involved in the special construction are cancelled, a charge equal to the charge for discontinuance of such services applies instead. Such charge is determined as set forth in Section B5. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
- D. Special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefor which would not otherwise have been incurred, provided:
 - 1. The customer has advised the Company to proceed with the special construction, and
 - 2. The Company has advised the customer that, in accordance with his order, it is commencing the special construction.
- E. When equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.
- F. When a customer requests a change in location of all or a part of the facilities covered by his application for service or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G. When a customer cancels an order for SMARTRing service prior to the beginning of the selected service period, the customer will be liable for all installation costs incurred by the Company in provisioning the SMARTRing service, as of the date of the order is cancelled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in B2.4.3 at the month-to-month rates set forth in Section B7. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in B. preceding.