

TARIFF DISTRIBUTION

FILE PACKAGE NO.: TN-17-0026

DATE: March 1, 2017

STATE: TENNESSEE

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. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber. If the subscriber does not pay or dispute the bill by the due date, the Company may send out a late notice and consider the account for disconnection of service(s). If the subscriber disputes a bill, the Company will investigate the bill and take appropriate action.
- 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 and additional local message charges or billed local usage. 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. Late Payment Charge
1. A late payment charge of two percent (2%) **will apply to each residence subscriber's bill with a balance greater than \$5.00**, and up to three percent (3%) for business customers may be charged for BellSouth regulated services. A late payment charge of up to two percent (2%) **will apply to each residence subscriber's bill with a balance greater than \$5.00**, and up to three percent (3%) for business customers may be applied to charges for regulated services provided by a third party, provided:
 - a. The Company has given notice to customers; or
 - b. The contract between the customer and the particular third party provides for the late fee; or
 - c. A valid guidebook exists permitting the particular third party to charge the late fee.
 2. A different late fee may apply to charges for unregulated services at the rate as provided by the terms of service for these unregulated services, but not to exceed the rate for regulated service.
 3. Late payment charges will be applied to the unpaid balance of each subscriber's bill when the previous month's bill has not been paid in full prior to the next billing date.
 4. Nonpayment of a late payment charge shall not be the sole cause for denial or termination of a customer's local exchange service.
 5. This late payment charge will not apply to:
 - a. Lifeline customers;
 - b. Specific charges disputed or contested by the customer, including any applicable taxes, fees or charges directly related to the disputed amount;
 - c. Charges for prepaid services, except to the extent that the charges for such services remain unpaid on the following bill date;
 - d. Charges for which the customer has had less than 21 days to pay (subject to notification by the customer); and
 - e. Previous unpaid late payment charges.
 6. Charges for payments that are overdue on state government accounts will be applied consistent with the applicable state statutes.
- 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.
- 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 disconnected, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver 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.

B2. TERMS AND CONDITIONS

B2.3 Obligations Of The Customer (Cont'd)

B2.3.2 Reserved For Future Use

B2.3.3 Transfer Of Service

The service or any rights associated therewith may not be assigned or in any manner transferred except as otherwise provided for in this Guidebook.

B2.4 Payment Arrangements And Credit Allowances

B2.4.1 Payment Of Charges And Deposits

- A. 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 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.
- B. 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 contract 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 or credited to the customer at any time prior to the termination of the contract. In case of cash deposit, interest at the rate of 6 percent (6%) per annum is paid for the period which the deposit is held by the Company.
- C. The customer is held responsible for the payment of all the charges for service and channels in accordance with the Company's regular billing and collection practice.
- D. A charge of \$20.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.
- E. Late Payment Charge
 1. A late payment charge of two percent (2%) **will apply to each residence subscriber's bill with a balance greater than \$5.00**, and up to three percent (3%) for business customers may be charged for the Company's regulated services. A late payment charge of up to two percent (2%) **will apply to each residence subscriber's bill with a balance greater than \$5.00**, and up to three percent (3%) for business customers may be applied to charges for regulated services provided by a third party, provided:
 - a. The Company has given notice to customers; or
 - b. The contract between the customer and the particular third party provides for the late fee; or
 - c. A valid service publication exists permitting the particular third party to charge the late fee.
 2. A different late fee may apply to charges for unregulated services at the rate as provided by the terms of service for these unregulated services, but not to exceed the rate for regulated service.
 3. Late payment charges will be applied to the unpaid balance of each subscriber's bill when the previous month's bill has not been paid in full prior to the next billing date.
 4. Nonpayment of a late payment charge shall not be the sole cause for denial or termination of a customer's local exchange service.

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