

**1. General**

In addition to the rules and regulations contained in this Guidebook, provisions of the "Communications Customer Service Rights and Responsibilities" Rule, as promulgated by the Indiana Utility Regulatory Commission, also apply. This Rule does not apply to radio common carrier or commercial mobile radio services. (C)

The following regulations are applicable to all services covered in this Guidebook except for Part 21, (C) Access Service.

**2. Establishing and Furnishing Service**

## 2.1 Application of Guidebook (C)

Applications for service and facilities may be made orally or in writing.

- A. Previous Indebtedness - The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously rendered until satisfactory arrangements have been made for the payment of all such indebtedness.
- B. Guidebooks Binding - Upon acceptance of application for service, all the applicable provisions in the Telephone Company's Guidebooks lawfully on file shall be binding on the part of the Telephone Company and the customer. Any authorized change in rates or regulations will become effective without further notice and will effect a modification of all contracts for service. (C)  
(C)
- C. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)  
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## 2.2 Obligation of Telephone Company

- A. Availability of Facilities - The Telephone Company's obligations to furnish service or to continue to furnish service is dependent upon its ability to secure and retain without unreasonable expense suitable facilities and rights for construction and maintenance of the necessary pole lines, circuits, equipment, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.2 Obligation of Telephone Company (cont'd)**

- B. Undertaking of Telephone Company - The Telephone Company does not undertake to transmit or deliver verbal or written messages but however, offers the use of its facilities, when available, for communications between parties. Any person or employee who assists a customer in a communication does so as the individual representative of the customer for which service the Telephone Company assumes no responsibility.
- C. Choice of Equipment - The equipment and other facilities used by the Telephone Company, as a means of furnishing service to its customers, are of standard types and sizes so designed as to render efficient service. The Telephone Company reserves the right to install the size and type of equipment and other facilities which, in its judgment, are necessary for the customer's actual and estimated requirements.

The Telephone Company reserves the right to substitute temporarily a different type, size or kind of facilities or apparatus from that requested or in use by the customer. Where such substitutions are made the charges shall not exceed those applying to the type, size or kind requested by the customer.

- D. Wartime Limitations - The furnishing of services and facilities as set forth in the Guidebook is limited to the extent necessary to permit compliance with orders issued under the wartime authority of the President of the United States.

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**2.3 Use of Service**

- A. Use and Resale - Local telephone service, including Centrex, is furnished only for communications by the end user, his family or guests, employees or representatives, or persons residing in the end user's household.

**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.3 Use Of Service (cont'd)**

Certification is required before a reseller can provide resold services. (C)

Resale should be restricted to the intended class of end user customers. This restriction applies uniformly to the retail categories of local exchange service, e.g., residential, business, Centrex, Centrex-like, PBX, multi-line business, key trunks, ISDN, etc.

Resale of flat-rate retail local exchange services or any other local exchange services as a substitute for toll access, toll-like or other usage-sensitive services is prohibited.

Extended Area Service (EAS) may not be extended through resale or bridging beyond the two specified exchanges.

Telecommunications services and network capacity provided to a public institutional telecommunications user (elementary or secondary school, a library, or health care provider as those terms are defined in Paragraph 254(h) of the Act) may not be sold, resold, or otherwise transferred by such user in consideration for money or other thing of value.

Resale of flat rate local exchange services or any other local exchange service does not entitle the reseller to receive access charge revenue associated with either originating or terminating transmission of inter-exchange services over such resold service(s).

B. Exceptions to Resale - The following services are not subject to resale: individual components of a packaged service offering, access service and short term promotions of less than 90 days.

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**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.3 Use of Service (cont'd)**

- C. Public Premises - The Telephone Company reserves the right to refuse to install customer's service or to permit such service to remain on premises of a public or semi-public character, where the location of the instrument is such that the public in general or patrons of the customer may make use of the service. At such locations, however, customer's service may be installed provided the instrument is so located that it is not accessible to the public, or provided the line is equipped with the Direct Connect Feature.
- D. Expense and Standards - All operating of telephone equipment at the customer's premises must be performed at the expense of the customer and must conform with the rules and regulations which the Telephone Company may adopt to maintain a proper standard of service.
- E. Length of Conversation - The Telephone Company reserves the right to limit the length of a conversation or message and to discontinue the connection to meet the exigencies of an emergency, or when in its judgment, such action is necessary to assure equitable use of the facilities.
- F. Paralleling Service - Message Rate and Flat Rate Service will not be furnished on the same premises, except as provided below. Extension of flat rate service will not be furnished to another location where message rate service is furnished or vice versa. Where two customers occupy the same premises both must have message rate or both must have flat rate service.

Separate flat business telephone service furnished hotels, motels or hospitals for administrative purposes and not furnished through the Hotel or Hospital Message Rate Private Branch Exchange System is not considered as paralleling of service.

Any message rate and flat rate service being furnished on the same premises in the Lake and Porter County exchanges as of November 23, 1979 may continue for the same customer, at the same location, in the same or a different quantity.

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**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.4 Cancellation for Cause**

A. Without Advance Notice - The Telephone Company may discontinue a customer's telephone service, without advance notice, under any of the following circumstances or violations:

1. Existence of a condition which is dangerous or hazardous to life, physical safety or property.
2. An order by a court, the Indiana Utility Regulatory Commission or any other duly authorized public authority.
3. Fraudulent or unauthorized use, including but not limited to,
  - the impersonation of any other person with fraudulent intent; and
  - the use of service or facilities of the Telephone Company to transmit or receive a message or to locate a person, or otherwise give or obtain information, without payment of charges.
4. Tampering with the Telephone Company's equipment.
5. Use of the Company's equipment in a manner disruptive to the service of other customers, including, but not limited to,
  - the making of nuisance calls;
  - the use of foul or profane language;
  - listening in on party line conversation;
  - willfully interfering with the use of party line service by others on the same line; and
  - causing a large volume of calls to be directed to a customer at or about the same time.
6. Extraordinary circumstances where unlimited access to the toll network may result in substantial loss of revenue to the Company.
7. Abandonment of business service.
8. Non-payment of any delinquent sum owed by a business customer. This sum may include charges for service and equipment billed by, but not furnished by the Telephone Company.
9. Any other violation by a business customer of the Telephone Company's Guidebook. (T)

**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.4 Cancellation for Cause (cont'd)**

B. With Written Notice - Except when disposition of a customer complaint is pending, the Telephone Company may discontinue service upon prior written notice, for: (C)

1. Non-payment of any charges, where other arrangements have not been made.<sup>/1/</sup> This sum may include charges for service and equipment billed by, but not furnished by the Telephone Company. (C)
2. Any other violation of the Telephone Company's Guidebook.
3. Local telephone service will not be disconnected for an initial disputed non-payment relating to 900 or 976 calls, except for calls resulting after the customer specifically requests a reinstatement of the 900 or 976 service.

A dispute is any case in which the customer has specifically identified that a part of the monthly bill or bills not paid is for 900 or 976 calls and pays the remainder. In any such dispute or inquiry relating to 900 or 976 service, the customer will be informed of the availability of blocking for 900 or 976 service and free initial blocking of such calls will be provided as set forth in Part 3 , at the customer's request.

The customer upon disputing a 900 or 976 service charge will be credited for amounts relating to one dispute which could include more than one bill period. This credit will be contingent upon the customer's agreement to accept blocking of the 900 or 976 service where available, as stated above. Customers will be notified in writing if such credit exceeds \$100.00 for residence or \$500.00 for business and that, while their telephone service will not be terminated, the service provider may independently pursue collection of these charges.

If the customer declines the offer of 900 or 976 service blocking, said customer shall assume all responsibility for any subsequent charges relating to 900 or 976 service provided to that customer.

C. Removal of Equipment - The Telephone Company reserves the right to leave in place or remove, at its option, instrumentalities on a customer's premises when service is discontinued.

/1/ Participants in Lifeline Assistance shall not be disconnected from local service for nonpayment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have been previously been disconnected for nonpayment of toll charges. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges. (C)

**2. ESTABLISHING AND FURNISHING SERVICE (cont'd)****2.4 Cancellation for Cause (cont'd)**

D. Use for Illegal Purpose - The Telephone Company reserves the right to refuse or discontinue service whenever it is notified in writing by a law enforcement agency, acting within its jurisdiction, that any facility furnished by this Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law; or when the Telephone Company has other reasonable cause to believe, that a customer's service is being, or will be used for an unlawful purpose. In such cases the Company shall have no liability except for appropriate refund of charges.

1. When the Company suspects that the service of a customer is being or will be used for an unlawful purpose, it may, without liability, notify any law enforcement authority of such suspicion.

**3. PAYMENT FOR SERVICE****3.1 Customer Responsibility**

A. The customer is responsible for payment of all charges for services and facilities, including charges for messages originated from or accepted at the customer's station. All bills are due when rendered and are payable at the Telephone Company's business offices or at its authorized payment agencies.

B. Late Payment Charge Business - If a customer's bill is not paid within seventeen (17) days after the bill is mailed, it shall become a delinquent bill and a late payment charge will be assessed in an amount equal to the greater of \$15.00 or 2.5% of the unpaid balance.

Because statutory limitations exist regarding the assessment of late payment charges on certain government accounts, government accounts shall be exempt from such charges.

C. Late Payment Charge Residence - If a customer's bill is not paid within seventeen (17) days after the bill is mailed, it shall become a delinquent bill. A late payment charge will be assessed in the amount of \$9.75, if the unpaid balance is greater than \$5.00. (I)

**3. PAYMENT FOR SERVICE (cont'd)****3.2 Payment of Bills**

- A. Exchange Service - Charges are billed once a month, in advance for one month's minimum charge and in arrears for one month's local messages in connection with Message Rate Access Line Service. Failure to use any allowance provided with a service in one month does not entitle the subscriber to credit in another month. Local messages are bulk billed without being detailed as to specific destination. For semi-public service, charges for local messages are deposited in the coin box unless the user arranges for billing to another account.
- B. Long Distance Service - Charges are billed in arrears. The Telephone Company reserves the right, in cases where customers incur charges of an abnormally large amount, to require immediate payment prior to the rendering of a bill in the ordinary course of business. At semi-public telephones, the charges are deposited in the coin box unless the user arranges for billing to another account.
- C. New Rate Schedules - The effective date of new rates and charges is the billing date on or immediately subsequent to the effective date shown in the schedule, unless otherwise specifically provided.

**3.3 Advance Payments and Deposits****A. Advance Payments**

Applicants for new service may at the option of the Telephone Company be required to pay in advance service connection charges and one month's charges for exchange service including Zone Charges and other services and equipment.

(C)

Advance payments are credited to the applicant's account upon receipt.

**B. Deposits**

In order to insure the payments of all charges due, the Telephone Company may require an applicant or customer to establish and maintain his credit by furnishing acceptable references, or by means of a cash deposit.

**3. PAYMENT FOR SERVICE (cont'd)****3.3 Advance Payments and Deposits (cont'd)****B. Deposits (Cont'd)**

The cash deposit required shall be sufficient to cover any unpaid charges for service rendered to the customer and estimated future charges, including such termination charges as may be applicable.

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The Telephone Company may increase the deposit requirement or refund all or a part of existing deposits when in its judgment the conditions justify such action.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Telephone Company's regulations as to the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Telephone company providing for the discontinuance of service for non-payment of any sums due the Telephone Company for service rendered, and the Company may discontinue service to any customer failing to pay current bills without regard to the fact that such customer has made a deposit with the Company to secure payment of such bills.

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. Discontinuance of Service**

Service provided to business customers may be discontinued for failure to establish credit, as authorized above, within five days after the Company has served or mailed notice requiring the customer to do so. Service provided to residence customers may be discontinued for failure to establish credit, as authorized above, within ten days after the Company has mailed or served written notice requiring the customer to do so.

Upon the termination of the service either by disconnection or change of interest where known, the balance of any deposit and any accrued interest thereon, less any charges due the Telephone Company, shall be promptly returned to the depositor.

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**3. PAYMENT FOR SERVICE (cont'd)****3.3 Advance Payments and Deposits (cont'd)**B. Deposits (cont'd)(D)  
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## 2. Service Re-Connection Charge

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Where service has been discontinued for failure to establish credit as authorized by these regulations, the regular restoral charge will be applied, and the Company may require payment of such charge before the service is restored.

**4. LIABILITY OF THE COMPANY**

## 4.1 Service Liabilities

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Telephone Company, and of the other uses for which facilities may be furnished him by the Telephone Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified and to such particular terms, conditions and limitations as are set out in other parts of this Guidebook applicable to particular services and facilities.

A. Amount of Liability - The Telephone Company's liability, if any, for its willful misconduct is not limited by this Guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Guidebook as an allowance for interruptions.

**4. LIABILITY OF THE COMPANY (cont'd)****4.1 Service Liabilities (cont'd)**

- B. Acts of the Customer - The Telephone Company shall be indemnified and saved harmless by the customer against: claims for libel, slander and infringement of copyright arising from material transmitted over the facilities; claims for infringement of patents arising from combining with, or using in connection with facilities furnished by the Telephone Company, apparatus and systems of the customer; all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Telephone Company.
- C. Acts of Other Companies - When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines the Telephone Company is not liable for any act or omission of the other company or companies.
- D. Customer-Provided Equipment - The services furnished by the Telephone Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or 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 Telephone Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Telephone Company-provided connecting arrangement, in which event the liability of the Telephone Company shall not exceed an amount equal to a proportional amount of the Telephone Company billing for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Telephone Company-provided equipment been used.
- E. Defacement of Premises - No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Telephone Company or its employees.

**4. LIABILITY OF THE COMPANY (cont'd)****4.2 Installation, Maintenance and Ownership of Equipment and Facilities**

- A. The Telephone Company shall have the right of access to a customer's premises for its employees and agents at any reasonable hour for the purpose of installing, repairing, testing or removing its equipment and facilities and for the purpose of collecting from coin boxes.
- B. All equipment and network facilities provided by the Telephone Company will be installed, relocated and maintained by the Company, except as follows.
  - (1.) When it is necessary to install equipment or network facilities exposed to the weather or other hazards, the customer may be required to provide and maintain suitable housing and protective apparatus.
  - (2.) When service or network facilities are to be established at a location considered by the Telephone Company to involve undue hazards to its employees, the customer may be required to perform the installation and maintenance of such equipment and facilities. In such cases, the equipment and facilities will be provided by the Telephone Company.
  - (3.) Telephone Company Network Wire may be provided through customer-provided cable as specified in a Shared Cable Agreement to be prepared by the Telephone Company and agreed upon by the users of the facilities.
- C. All ordinary expense of maintenance and repair of Telephone Company network facilities, unless otherwise specified in this Guidebook, is borne by the Telephone Company. (T)
- D. All equipment and network facilities provided by the Telephone Company are the property of the Telephone Company, and upon termination of the service from any cause whatsoever shall be returned to it in good condition, reasonable wear and tear expected.
- E. The Telephone Company's equipment, network wiring or other network facilities are not to be moved, altered, or in any other way disturbed without the consent of the Telephone Company. Customers may not rearrange, disconnect, or remove, or permit others to rearrange, disconnect, or remove, any equipment, network wiring or other network facilities installed by the Telephone Company, except upon written consent of the Telephone Company.
- F. The customer agrees to notify the Telephone Company promptly whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Telephone Company's equipment, network wiring or other network facilities and the customer agrees to pay the Telephone Company's current charges for such changes.

**4. LIABILITY OF THE COMPANY (cont'd)****4.2 Installation, Maintenance and Ownership of Equipment and Facilities (cont'd)**

G. Telephone Numbers - The customer has no property right in the telephone number nor any right to continuance of service through any particular central office, and the Telephone Company may change the telephone number or central office designation of a customer, whenever it deems it desirable or necessary in the conduct of its business.

**5. RESPONSIBILITIES OF THE CUSTOMER**

5.1 Loss or Damage - The customer is required to reimburse the Telephone Company for any loss of, or damage to the facilities or equipment on the subscriber's premises, through theft, willful injury or any cause whatsoever other than by fire or unavoidable accident (the term unavoidable accident does not include theft).

5.2 Electric Power Supply - The customer is responsible for providing a suitable supply of commercial power, including outlets, when and where required by the Telephone Company for the operation of any equipment on the customer's premises.

5.3 Theft at Semi-Public Location - In case of theft or attempted theft, the customer to semi-public telephone service assumes the risk of monies stolen from the collecting device and in settlement thereof must reimburse the Telephone Company for the charges for long distance service up to the time of the theft. The Telephone Company will assume the expense arising from the loss or damage to the telephone instrument and equipment but may refuse to restore service at locations involving unreasonable risk unless the customer executes an agreement to indemnify the Company against loss from subsequent theft or attempted theft.

5.4 Delays or Cancellations - 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, he may be billed the carrying charges on such equipment for the period of the delay, or, if material or apparatus has been installed, or partially installed, or order has been placed therefore and the service is canceled by the customer, he may at the option of the Company, be charged the cost therefore, however, such charges shall not exceed the charges which would have been applicable if service had actually been established.

**6. SPECIAL TAXES**

When a municipal corporation or other political subdivision of the State hereafter imposes upon and charges the Telephone Company any gross receipts tax, gross income tax, net income tax, other income tax, privilege tax, occupation tax, pole tax, street use tax, franchise fee or any other special tax or fee, except ad valorem taxes, such taxes and fees will be billed, in so far as practicable, pro rata to the Telephone Company's customers within the political subdivision imposing same.

The rates and charges quoted are exclusive of any excise taxes imposed by the United States Government, or any subdivision thereof.

**7. DUAL PARTY RELAY SERVICES SURCHARGE**

Dual Party Relay Services for hearing impaired and speech impaired persons provide access to telephone services that are functionally equivalent to those provided to individuals not having hearing or speech impairments. Dual Party Relay Services are subject to rules and regulations as prescribed by the FCC (Disabilities Act of 1990, 47 U.S.C. 225) and the House Enrolled Act 1608.

This surcharge is imposed on each residence and business line (or line equivalent<sup>/1/</sup>) to fund and recover the costs for developing and providing Dual Party Relay Services.

<u>Charges</u>	<u>Monthly Surcharge</u>
Per residence line or business line or line equivalent above 54 primary Centrex stations <sup>/1/</sup> /AHL/	\$ .03
Per 1 to 54 primary Centrex stations /AHL/	.005

/1/ Line equivalents are determined pursuant to Part 5.

**8. CUSTOMER PREMISES INSIDE WIRE****8.1 General Provisions**

- A. Customer premises inside wire must be in accordance with the provisions of Part 68 of the FCC Rules and Regulations.
- B. Non-system customer premises inside wire and standard jacks provided by the customer must also be in accordance with the provisions of this Paragraph 8.
- C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service furnished by the Telephone Company either at the Standard Network Interface or at any Telephone Company-provided miniature modular standard jack located elsewhere on the premises. (See Paragraph 8.5 following)
- D. The Standard Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack and is provided as part of the Exchange Access Line. This Standard Network Interface will be installed at the customer's premises at a location determined by the Telephone Company which is accessible to the customer. The normal location of the Standard Network Interface would be outside of the customer's dwelling, unless an indoor installation is found to be more appropriate by the Telephone Company.

**8.2 Responsibility of the Customer**

In those instances where the Telephone Company makes a repair visit to the customer's premises and the service difficulty or trouble results from inside wire the customer is responsible for the payment of the Maintenance of Service charge. If the customer elects to have the Telephone Company repair such inside wire after determining that the trouble is located therein, the Maintenance of Service charge is not applicable.

**8.3 Responsibility of the Telephone Company**

The Telephone Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers at designated locations.

**8.4 Violation of Regulations**

- A. Where customer-provided or maintained inside wire is in violation of this paragraph 8., the Telephone Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Telephone Company employees.

**8. CUSTOMER PREMISES INSIDE WIRE (cont'd)****8.4 Violation of Regulations (cont'd)**

- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Telephone Company in writing within 10 days after receipt of such notice that the violation has been corrected.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension or disconnection of the customer's service until such time as the customer complies with the provisions of this Guidebook. (T)

**8.5 Connection to the Network**

The physical and/or electrical connection of customer-provided customer premises inside wire to the telephone network shall be accomplished via a modular connection only. This modular connection may be accomplished by using either of the two connecting arrangements described below:

Telephone Company installed, Standard Network Interface (SNI).

- The SNI shall be positioned in the telephone circuit between the entrance line and the premises inside wiring. The SNI's function is to enable the isolation of the inside wire and associated terminals from the Telephone Network. The SNI also contains circuitry that facilitates testing of the Network loop.

Telephone Company-provided standard, registered jack as described in Part 68, of the FCC Registration Program.

- For those premises which only have hardwired connecting blocks, or non-modular jacks, the customer must obtain and install a modular converter.

Customer-provided customer premises inside wire may not be hardwired to Telephone Company-provided jacks or any other Telephone Company-provided point of connection.

**8. CUSTOMER PREMISES INSIDE WIRE (cont'd)****8.5 Connection to the Network (cont'd)**

No connections or modifications whatsoever may be made by the customer to the network access line protector.

The installation of the SNI will, in all cases, be performed by the Company.

An SNI will generally be provided when service is being installed and all new customer-provided inside wire is being placed.

No modification to the SNI may be made by the customer. Connection of inside wire to the SNI by the customer is to be accomplished only by means of its modular plug-in connector.

**9. TERMINATION CHARGES****9.1 Initial Service Periods**

- All services and facilities are furnished subject to an initial service period. Initial service periods begin the day following completion of installation of the service or facilities involved.

The initial service period will not apply, however, where service is discontinued by the Company, except in case of violation of the Rules and Regulations provided elsewhere in this Part.

Except as hereinafter provided, the initial service period for all services and facilities covered by the Guidebook is one month at the same location.

- The minimum period for listings and service references, where the listing appears in the Listing Information System, except as provided under "TERMINATION OF SERVICE", following, is one month. The charge for such services shall start the day following the date the listings are updated in the Listing Information System. (C)

Listings remain in the Listing Information System unless ordered discontinued.

**9. TERMINATION CHARGES (cont'd)****9.1 Initial Service Periods (cont'd)**

- The initial periods at the same location for Emergency Reporting Service is as follows:

<u>Type</u>	<u>Initial Period</u>
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Emergency Reporting Service	5 Years
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- Initial service periods for the following Services are set forth elsewhere in this Guidebook.

Centrex Service
Automatic Call Distribution

- The initial service period for special equipment or special assemblies of equipment, and for other equipment or facilities furnished at rates or charges based upon the costs incurred will be governed by the circumstances of each case.

**9.2 Termination of Service**

When complete or partial service is terminated at the customer's request prior to expiration of the initial service period, a termination charge is applicable to such portion of the service or facilities as are removed, equal to the rental charge for the unexpired portion of such initial service period.

When any service is terminated subsequent to the expiration of the initial service period, no termination charges are payable other than the charges remaining unpaid for the period service was furnished.

Termination charges are not applicable for Extra Listings, Service References (alphabetical) or Foreign Listings when such listings are discontinued under the following conditions:

(C)

Death or discontinuance of business of listed person or firm.

Main service is terminated.

Listed person or firm becomes a subscriber.

Listed person or firm moves to a location where local exchange service is not available.

Note: The minimum charge for listings discontinued under the above conditions is the charge for one month.

**9.2 TERMINATION OF SERVICE (cont'd)**

The termination charge for equipment on a minimum period term of more than one month at the same location will be equal to 50% of the unbilled monthly rental charges for such equipment for the unexpired portion of the initial service period to cover the cost of installing, removing and reconditioning the equipment, plus any loss on account of power plant. Where only a portion of the system is discontinued, termination charges apply for various items of equipment discontinued, as though they were the last of their kind installed.

Termination liability for the following Services are set forth elsewhere in this Guidebook.

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Centrex Service  
Automatic Call Distribution

The termination charges for special equipment or special assemblies of equipment or for other equipment or facilities furnished at rates or charges based upon the costs incurred or for a special period, will be governed by the circumstances in each case.

When any service is terminated subsequent to the expiration of the initial service period, no termination charges are payable other than the charges remaining unpaid for the period service was furnished.

**10. DISASTER RELIEF PLAN<sup>/1</sup>**

## Disaster Relief Plan

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 **Section 11. Major Disaster Relief Plan**, following. (C)

The associated service connection charge to re-establish the local exchange access line after the disaster will be waived.

The Company will also 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

The customer will incur the monthly recurring rate for these 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

**11. MAJOR DISASTER RELIEF PLAN**

To assist in cases of state and/or federally recognized disasters, AT&T Indiana 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 and the Indiana Utilities Regulatory Commission will be notified of the terms and conditions of the offering(s).

The offering(s) will be limited in duration.

**12. PACKAGING**

In any case in which the customer purchases a package or bundle of services that includes both services provided by the Company (company services) and any products or services provided by an affiliate of the Company (affiliate services) and in the event the customer fails to submit timely payment for the entire package or bundle, whether by non-payment or by partial payment, the Company shall be entitled to discontinue the provision of any affiliate products or services and to treat the remaining company services according to the applicable provisions of this Guidebook. In such event, the Company shall also be entitled to continue the provisions of all company services on such account and to charge the rates specified for such services; provided however, that the customer shall continue to receive any discounts provided on any company services, to the extent any such discounts are applicable to such services according to the terms of this Guidebook; and further provided, that the customer shall be entitled to add, change or discontinue any company services provided according to the normal procedures for adding, changing or discontinuing such services.

**13. RETURNED CHECK CHARGE**

An administrative charge of \$25.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. (I)

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

(C)

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

**15. CUSTOMER SERVICE RECORD (CSR) REQUEST**

(C)

Upon request, the Company will provide a paper copy of the Customer Service Record (CSR) to business customers on either a one time or monthly basis at the following rates and charges. Business customers may cancel their monthly CSR request without penalty.

The CSR will include a brief description of the customer's service offerings, quantity and type of services, dates of service installation and/or changes and applicable monthly rates. The CSR may also include, but is not limited to, the following information:

- Billing Name
- Billing Address
- Billing Telephone Number (BTN)
- Working Telephone Numbers
- Terminal Numbers
- USOCs
- tax codes

Business customers can obtain their CSR information at no charge via an online tool which enables them to view and download the information or request a CD of it.

A CSR may be mailed at no charge to a business customer when the customer establishes new services, moves locations or transfers billing responsibility.

<u>Charges</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
One-Time Request, per CSR	\$5.00	-	NR9C5
Monthly Request, per CSR	-	\$5.00	OBMCR

**16. 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	\$0.18	(R)
Per business network access line	C8RCD	\$4.74	
Per ISDN PRI	C8RCE	\$23.70	
Per Centrex Station line	C8RCD	\$4.74	
Per residence ISDN BRI line	C8RCC	\$0.18	(R)
Per business ISDN BRI line	C8RCD	\$4.74	
Per PBX Trunk	C8RCG	\$42.66	
Transport services	-	4.87%	
- OPT-E-MAN® Service			
- Customized Switched Metro Ethernet (CSME) Service			