

New England Telephone and Telegraph Company

4. Issuance, Payment and Crediting of Customer Bills**4.1 Undertaking of the Telephone Company**

4.1.1 Billing Convention Methods	
A.	The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued or provided during the preceding billing period.
B.	The Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

4.1.2 Billing Periods	
A.	The billing date of a bill for a customer for access service provided under this tariff is referred to as the bill day. The period of service each bill covers is as follows. - The Telephone Company will establish a bill day each month for each customer account. - The bill will cover non usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill.

4.1.3 Late Payment Penalty	
A.	If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following. - The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or 0.0005 per day for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

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4.1.4 Payment Date	
A.	The payment date of bills rendered to customers for access service provided under this tariff is as follows.
1.	All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval.
2.	If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non holiday day following such Sunday or legal holiday.
3.	If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.
B.	When a payment for access service charges billed under this tariff is due to the Telephone Company from the customer on the same payment date that a purchase of accounts receivable net purchase amount is due to the customer from the Telephone Company (as set forth in Section 8.3.6), the Telephone Company may, with at least 31 days notice to the customer, net the payment for customer access service charges with the net purchase amount.
1.	The Telephone Company will pay the net amount to the customer on the payment date when such net amount is due to the customer or require the customer to pay to the Telephone Company the net amount when such net amount is due to the Telephone Company.
2.	If either party does not make the payment on the payment date, a late payment penalty as set forth in Section 8.3.6 or a late payment penalty as set forth in Section 4.1.3, whichever is appropriate, applies.
C.	If payment is not received by the payment date and in immediately available funds, a late payment penalty will apply.

4.1.5 Medium of Payment	
A.	Bills are payable in immediately available funds.
1.	Immediately Available Funds denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include US Federal Reserve bank wire transfers, US Federal Reserve notes (paper cash), US coins, US Postal Money Orders and New York Certificates of Deposit.

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4.1.6 Customer Deposits	
A.	The Telephone Company will, in order to safeguard its interests, require only a customer which has a proven history of late payments to the Telephone Company or does not have established credit except for a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
C.	The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills.
D.	At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.
E.	At the option of the Telephone Company, such a deposit will be refunded or credited to the customers' account when the customer has established credit or after the customer has established a one year prompt payment record at any time prior to the termination of the provision of the service to the customer.
F.	In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in Section 4.1.3B (whichever is lower). Interest will accrue for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the customer account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

4.1.7 Nonrecurring Charges (NRCs)	
A.	At the option of the customer, some NRCs associated with a standard or negotiated interval access order may be billed over a three month period in monthly installments subject to the provisions of Section 4.1.7A1 thru 4.1.7A4. These regulations are not applicable to NRCs which are part of a service discount plan as described in Section 7.6.
1.	All NRCs associated with a given access order must be billed in monthly installments.
2.	The total of the NRCs associated with a given access order must be \$500.00 or more.

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4.1.7 Nonrecurring Charges (NRCs)	
A. (Continued)	
3.	50% of the total NRCs will be billed in the first monthly billing period after the charges are incurred, and 25% of the total NRCs plus a service charge will be billed in each of the following two monthly billing periods. The service charge is a fraction of the total remaining NRCs. The service charge is calculated as follows.
a.	30 times the decimal value set forth in Section 4.1.3B1 times the total remaining NRCs equals the service charge.
4.	The customer must request installment billing on or before the application date as set forth in Section 3.1.2 for a standard or negotiated interval access order. The customer may elect to pay the unbilled charges before the expiration of the installment plan. More than one installment plan may be in effect for the same customer at the same time. If the customer disconnects service before the expiration of the plan period, all unbilled charges plus a service charge, if applicable, will be included in the final bill rendered.
B.	NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions.
1.	The service is of the same type as was provided prior to the fire, flood and other occurrence.
2.	The service is for the same customer and the service is at the same location on the same premises.
3.	The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

4.1.8 Billing Dispute	
A.	The first day of the dispute shall be the date on which the customer furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

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4.1.8 Billing Dispute	
B.	The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.
C.	If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the customer will not receive credit for the disputed amount of the disputed amount penalty.
D.	If a customer disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.
E.	If a customer disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the customer's favor (refer to Section 4.1.3) will be credited.
F.	If a customer disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the customer's favor (refer to Section 4.1.3) will be credited.
G.	If a customer disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The customer shall not receive a credit for the late payment penalty.

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- H.** If a customer disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the customer pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The customer will receive a credit for the late payment penalty, if applicable, from the Telephone Company.
- 1.** The late payment penalty credit shall be the disputed amount resolved in the customer's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution whichever occurs first.
 - 2.** The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.
 - a.** The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.
 - b.** 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4.1.9 Billing Adjustments and Verification

- A.** Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month.
- B.** The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

4.1.10 Computation of Billed Charges

- A.** When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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4.1.11	Additional Copies of Bills
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| A. | When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill. |
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4. Issuance, Payment and Crediting of Customer Bills

4.2 Credit Allowance Conditions

4.2.1 Service Interruptions	
A.	A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in Section 6.4.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.
B.	No credit allowance will be made for the following interruptions or periods. 1. Interruptions caused by the negligence of the customer. 2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others. 3. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated. 4. Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply. 5. Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in DTC MA No. 16. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement. 6. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on a impaired basis. 7. Periods of temporary discontinuance as set forth in Section 2.4.5B. 8. An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.
C.	In case of an interruption for which a credit allowance is due, for packet switching service, NRS and special access services (except for those special access services in Section 4.2.1F), and switched access service entrance facilities and direct trunked transport facilities no credit shall be allowed for an interruption of less than 30 minutes. 1. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the service for each period of 30 minutes or major fraction thereof, (i.e., over 15 minutes), that the interruption continues.

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4.2 Credit Allowance Conditions

4.2.1 Service Interruptions	
C. (Continued)	
2.	The monthly charges used to determine the credit for NRS, shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. Specifically, when the network controller is inoperative, the monthly charge shall be the applicable network controller access termination monthly rate element. When a digital cross connect system is inoperative, the monthly charge shall be the applicable network access port's monthly rate element.
3.	The monthly charges used to determine credit for switched access service entrance facilities and direct trunked transport facilities, shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative (e.g. if the entrance facility is inoperative, the customer will be credited at the appropriate monthly rate for the entrance facility and any direct trunked transport provided over the inoperative entrance facility).
4.	The monthly charges used to determine the credit for two point services, shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).
5.	The monthly charges used to determine the credit for multipoint services, shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., channel termination, channel mileage and optional features and functions).
6.	The monthly charges used to determine the credit for multiplexed services, shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative.
a.	When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer on the facility to the hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the hub).
b.	When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a customer premises (i.e., channel termination, channel mileage and optional features and functions).
7.	The monthly charges used to determine the credit for packet switching services, shall be the total of all monthly rate element charges associated with the service (i.e., applicable port and optional feature charges).

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4.2.1 Service Interruptions	
D.	In case of an interruption for which a credit allowance is due, for switched access service and directory assistance service, other than entrance facilities and direct trunked transport, no credit shall be allowed for an interruption of less than 24 hours.
1.	The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.
E.	The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.
F.	For certain special access services (i.e., Wideband Digital WD1-3, Digital Data Access DA1-4, High Capacity HC1, DDSII and Fractional T-1 service), any period during which the error performance is below that specified for the service will be considered as an interruption.
G.	Service interruptions for specialized service or arrangements provided under the provisions of Section 12 shall be administered in the same manner as set forth in this section unless other regulations are specified with the individual case filing.
H.	Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer may pay the tariffed rates and charges for the alternative service used.
I.	In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted.
1.	The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

Verizon New England Inc.

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4.2.2 Service Provisioning Warranty	
A.	1.544 Mbps High Capacity Special Access— The Telephone Company assures that when a customer orders 1.544 Mbps high capacity service, service will be installed and available for customer use no later than the confirmed due date. The failure of the Telephone Company to meet this confirmed due date will result in the credit of all applicable NRCs for the 1.544 Mbps high capacity special access service associated with the missed commitment. All of the NRCs under the service provisioning warranty will be applied as a credit on the customer's first bill. The NRCs will be credited at the rate at which they are billed. A credit does not apply under any of the following conditions. 1. When failure to meet the confirmed due date occurs because of conditions listed in Sections 2.3, 2.4 or 2.5. 2. When the customer requests an expedited order as set forth in Section 3.1.3. 3. Due to customer actions (e.g., customer premises is inaccessible, customer change in interface requirements, or customer not ready to accept service). 4. When special construction as set forth in Section 3.1.7B is required. 5. When special facilities routing is required. 6. When specialized service or arrangements is required. 7. When special access service is provided under provisions set forth in Section 3.4.1. 8. To service rearrangements and moves within the same building as described in Sections 7.4.1. 9. When building facilities are not ready (includes space, cable support structures, building risers and entrance facilities whether to be provided by customer, builder, owner or owner's subcontracted vendor). 10. For termination beyond the network interface. 11. When the delay is caused by work stoppages, civil disturbances, criminal actions; or by fire, flood or other occurrences attributed to an Act of God. 12. To the derived services of a multiplexed 1.544 Mbps service or the derived switched services of a shared use special access high capacity service. 13. When special access service is provided with NRS.
B.	The service provisioning warranty will not apply during a state of emergency or crisis declared by the Federal Emergency Management Agency. Installation, restoration or preemption of services offered under this tariff shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities.

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4.2.3 Nynex Performance Plus Maintenance Warranty Program	
A.	1.544 Mbps High Capacity Special Access— Service is guaranteed restoral within one minute in the event of a service failure. If this commitment is not met, a credit allowance for the standard channel termination(s), channel mileage and all associated optional features and functions billed to the customer will apply to the affected service(s).
1.	In any month, the total credit per rate element of the interrupted service may not exceed 100% of the monthly charge for that particular rate element. For services under a service discount plan, the same service discount percentage will be applied to the credit allowance. For example, if service is under a three year service discount plan the applicable credit for a service interruption will be subject to a 10% discount.
2.	For multiplexed circuits, if the circuit or central office multiplexer is inoperative, the credit will apply to the channel terminations, channel mileage and optional features including the multiplexer. Standard credit allowances will apply to the derived channels.
3.	If a central office multiplexer derived channel is inoperative, standard credit allowances will only apply to the affected channel(s). The credit will not be applied to the 1.544 Mbps high capacity channel terminations, channel mileage or optional features.