

ACCESS SERVICE

EXCEPTIONS TO NATIONAL EXCHANGE CARRIERS ASSOCIATION TARIFF NO. 5 - SECTION 2 (N)

2. General Regulations

2.4.1 Payment of Rates Charges and Deposits

A security deposit will not exceed an amount equal to the estimated total for current rates and charges times the average of at least two previous months usage but not more than six months of usage.

A security deposit or an additional security deposit may be required from an existing customer at any time following installation of service when: 1) the customer has established a history of late payment to the Telephone Company; 2) the customer's gross monthly billing has increased beyond the amount initially used to estimate a security deposit, if applicable; and/or 3) the Telephone Company becomes aware that the customer's credit worthiness has fallen below commercially acceptable levels as determined by an independent credit rating or reporting service. Such security deposit will not exceed an amount equal to the total rates and charges for two months of the customer's actual billing for the service (s) to that customer may be discounted in accordance with the terms specified in 2.1.8 (A), preceding.

Adjustment of charges will be made when billing disputes are brought to the attention of and verified by the Telephone Company as set forth in this section. Except as otherwise expressly provided in a written contract between a Customer and the Telephone Company, all requests for refunds or adjustments must be made in writing to the Telephone Company within two (2) years after the date when the bill was rendered that the customer seeks to dispute. No refunds or adjustments will be made for billing disputes that occurred more than two (2) years before the date a customer makes a written request to the Company for adjustment. If the request for a refund or adjustment is made by a current customer of the Telephone Company, the Telephone company reserves the right to provide any adjustment due the Customer as set forth in this section in whole or in part by a bill credit against charges for current or future services.

Except as otherwise provided in a written contract between a Customer and the Telephone Company, a Customer will be liable for any unbilled or underbilled service for two years from the date a bill for that service was rendered, whichever is later. This limitation does not apply when the service was obtained by the Customer by fraud or deception.

(N)

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Issued under the authority of 1991 Public Act 179, as amended, MCL 484.2101 et seq.

Scott Stevenson, President Telecommunications Association of Michigan,
600 W. Shiawassee St., Lansing MI 48933, 517-482-4166, mitariff@gmail.com

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EXCEPTIONS TO NATIONAL EXCHANGE CARRIERS ASSOCIATION TARIFF NO. 5 - SECTION 2 (N)

1. General Regulations

2.4.1 Payment of Rates Charges and Deposits (Con't)

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

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