

**BASIC PHONE, INC.**

Schedule of

**GENERAL REGULATIONS FOR EXCHANGE SERVICES**

Applying to the Resold Non-Facilities Based

Prepaid Local Exchange Services of this Company

In the State of Idaho

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**SEP 9 - 2002**

Boise, Idaho

**CHECK SHEET**

Pages listed are effective as of the date shown on each page. \* Asterisk indicates changes in current tariff filing.

Sheet	Revision
1	Original
2	* 2nd
3	Original
4	* 2nd
5	Original
6	Original
7	Original
8	1st
9	Original
10	1st
11	Original
12	Original
13	Original
14	Original
15	Original
16	1st
17	1st
18	1st
19	1st
20	1st
21	1st
22	1st
23	1st
24	1st
25	1st
26	Original
27	Original
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29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	1st

Sheet	Revision
37	1st
38	* 2nd
39	* 2nd
40	* 2nd
41	* 1st
42	Removed
43	Removed
44	Removed

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## APPLICATION OF PRICE LIST

**BASIC PHONE, INC.** (hereinafter "The Company") has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and interexchange services.

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential customers within the entire state of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN  
THIS PRICE LIST**

The following symbols shall be used as set out below to describe specific changes made to the original price list:

**C** Indicates a changed listing, rule, or condition, which may affect rates or charges

**D** Indicates discontinued material, including a listing, rate, rule or condition

**I** Indicates an increase

**M** Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition

**N** Indicates new material including listing, rate, rule or condition

**R** Indicates a reduction

**S** Indicates reissued matter

**T** Indicates a change in wording of text, but not a change in rate, rule or condition

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**TARIFF FORMAT**

- A. **Sheet Numbering**  
Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers**  
Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 would cancel the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence**  
There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:  
2.  
2.1  
2.1.1  
2.1.1.1  
2.1.1.1.1  
2.1.1.1.1.1
- D. **Check Sheets**  
When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

## CONTACT INFORMATION

BASIC PHONE, INC.  
P.O. Box 220  
2207 MacArthur Drive  
Orange, Texas 77631  
Phone: 1-888-503-3663  
Fax: 1-800-954-2769  
Email: harris@basicphone.com

### **Customer Contact**

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 1-888-503-3663  
Maintenance: 1-888-503-3663

### **Commission Contact**

For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Shari' R. Harris  
Phone: 1-888-503-3663  
Fax: 1-800-954-2769  
Email: harris@basicphone.com

Matters concerning tariffs and regulatory affairs:

Shari' R. Harris  
Director of Operations  
Phone: 1-888-503-3663  
Fax: 1-800-954-2769  
Email: harris@basicphone.com

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## 1.0 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

- 1.01 **Advance Payment**  
A payment required before the start of service. Advance payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.
- 1.02 **Agent**  
A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.
- 1.03 **Applicant**  
A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.
- 1.04 **Application**  
A request made in writing for telephone service.
- 1.05 **Authorized User**  
A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.
- 1.06 **Automatic Number Identification (ANI)**  
The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.
- 1.07 **Basic Rate Area**  
A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

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**1.0 DEFINITIONS (Cont'd)**

- 1.08 Company or Name of Company**  
BASIC PHONE, INC., a Texas corporation, which is the issuer of this tariff
- 1.09 Customer or Subscriber**  
The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.
- 1.10 Non-listed Service**  
A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.
- 1.11 Non-published Service**  
A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.
- 1.12 Recurring Charges**  
The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.
- 1.13 Residential Service**  
Telephone Service provided to residential customers when the actual or obvious use is for domestic purposes.
- 1.14 Service Commencement Date**  
The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

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**1.0 DEFINITIONS (Cont'd)****1.15 Service Order**

The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

**1.16 Shared**

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**1.17 Underlying Carrier**

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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## 2.0 REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

2.1.1.1 The Company undertakes to furnish local exchange communications service on a resale basis between points within the State of Idaho under the terms of this Tariff.

Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service by any other entity.

2.1.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

2.1.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.1.1.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any price lists of such other communications carriers.

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## 2.0 REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.1 Scope (Cont'd)

2.1.1.5 The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

### 2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services are provided using resale of other carrier facilities.

### 2.3 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, Company or ILEC equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

### 2.4 Provision of Equipment and Facilities

2.4.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list. The Company

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**2.0 REGULATIONS (Cont'd)****2.4 Provision of Equipment and Facilities (Cont'd)****2.4.1 (Cont'd)**

does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

**2.4.2** The Company shall make a reasonable effort to cause the ILEC to maintain its own facilities that the Company furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities provided by the ILEC or the Company.

**2.4.3** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the ILEC or the Company, including but not limited to the Customer.

**2.4.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) The reception of signals by Customer-provided equipment

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## 2.0 REGULATIONS (Cont'd)

### 2.5 Terms and Conditions

- 2.5.1 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum term of at least one month, using 24-hours per day for each day of the month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to Company's monthly service Reminder Notice. If Customer does not provide payment prior to the expiration of the prepaid service period Customer's service will be suspended. Company may, in its sole discretion, extend the service period for up to 10 days to allow Customer to make full payment for the next 30-day period upon payment of a Service Continuation Fee. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- 2.5.2 Customers may be required to enter into written Service Orders that may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of this Tariff.
- 2.5.3 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.
- 2.5.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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**2.0 REGULATIONS (Cont'd)****2.6 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the ILEC, its agents or contractors.

**2.7 Liability****2.7.1**

The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

If Company is unable to provide service for a 24-hour period due to any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff caused by the Underlying Carrier, Customer shall be entitled to a credit as provided for in Section 2.9.1.4 herein.

**2.7.2**

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

**2.7.3**

No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

**2.7.4**

The Company shall not be liable for:

- (a) Any act or omission of any entity furnishing the Company or the Company's Customers facilities or

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2.0 REGULATIONS (Cont'd)

2.7 Liability (Cont'd)

2.7.4(a) (Cont'd)

- equipment for or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

2.7.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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2.0 REGULATIONS (Cont'd)

2.7 Liability (Cont'd)

2.7.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.7.7 The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

2.7.8 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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**2.0 REGULATIONS (Cont'd)****2.7 Liability (Cont'd)**

- 2.7.9** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.7.10** The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.7.11** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer, or any third-party acting as its agent, to the ILEC's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment

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**2.0 REGULATIONS (Cont'd)****2.7 Liability (Cont'd)****2.7.11 (Cont'd)**

and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the ILEC's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company or ILEC equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or ILEC equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

**2.7.12** The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

**2.7.13** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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2.0 REGULATIONS (Cont'd)

2.7 Liability (Cont'd)

2.7.14 THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHeld IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

2.8 **Conflicts Between Price List and Commission Rules**  
If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

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## 2.0 REGULATIONS (Cont'd)

### 2.9 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

#### 2.9.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.9.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.9.1.2 within 24 hours after the report of the outage if no emergency exists.

2.9.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

2.9.1.4 If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

2.0 REGULATIONS (Cont'd)

2.9 Allowances for Interruption of Service (Cont'd)

2.9.2 Limitations on Allowances

No credit allowance will be made for:

2.9.2.1 Interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;

2.9.2.2 Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.9.2.3 Interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

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**2.0 REGULATIONS (Cont'd)****2.10 Obligations of the Customer**

- 2.10.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's or ILEC's facilities and equipment installed on the Customer's premises
- 2.10.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company or ILEC owned facilities and equipment.
- 2.10.3 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## 2.0 REGULATIONS (Cont'd)

### 2.11 Prohibited Uses

The services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

#### 2.11.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

#### 2.11.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

- (a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or
- (b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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## 2.0 REGULATIONS (Cont'd)

### 2.12 Payments

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

#### 2.12.1 Collection of Charges

2.12.1.1 Customers monthly service provided by Company shall be prepaid by Customer for each one-month period.

2.12.1.2 The Company shall present a Reminder Notice for Monthly Charges to the Customer in advance of the month for which service is provided.

2.12.1.3 For Customers who request service disconnection prior to the expiration of the prepaid service period the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

#### 2.12.2 Disputed Bills

2.12.2.1 The Customer shall notify the Company of any disputed charges within 30 days of notification of the charges. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.0 REGULATIONS (Cont'd)

2.12 Payments (Cont'd)

2.12.2 Disputed Bills (Cont'd)

2.12.2.1 (Cont'd)

Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.

2.12.2.2

In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, Idaho 83720-0074  
334-0300 (within the local calling area)  
1-800-432-0369 (from outside the local calling area)

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2.0 REGULATIONS (Cont'd)

2.13 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.14 Deposits

2.14.1 The Company will not require advance deposits.

2.15 Refusal or Termination of Services

If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include:

- a) the reasons for denial of the service;
- b) actions the applicant may take in order to receive the denied service; and
- c) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.

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**2.0 REGULATIONS (Cont'd)****2.15 Refusal or Termination of Services (Cont'd)****2.15.1 Grounds for Refusal to Establish Service**

The Company may refuse to establish service if any of the following conditions exist:

2.15.1.1 The applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;

2.15.1.2 A condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;

2.15.1.3 The applicant is known to be in violation of the Company's price lists filed with the Commission;

2.15.1.4 The applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or

2.15.1.5 The applicant has falsified his/her identity for the purpose of obtaining service.

2.15.2 **Grounds for Termination with Written Prior Notice**  
Except as otherwise specified in this price list or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

2.0 REGULATIONS (Cont'd)

2.15 Refusal or Termination of Services (Cont'd)

2.15.2 Grounds for Termination with Written Prior Notice (Cont'd)

- 2.15.2.1 For nonpayment of any undisputed amounts owing to the Company;
- 2.15.2.2 For services provided to premises that have been vacated by the Customer;
- 2.15.2.3 For tampering with the Company's property;
- 2.15.2.4 For violation of rules, service agreements, or filed price lists;
- 2.15.2.5 For use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- 2.15.2.6 For fraudulent obtaining or use of service, including, but not limited to:
  - (a) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
  - (b) using or attempting to use service by rearranging,

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2.0 REGULATIONS (Cont'd)

2.15 Refusal or Termination of Services (Cont'd)

2.15.2 Grounds for Termination with Written Prior Notice (Cont'd)

2.15.2.6 (Cont'd)

tampering with, or making connection to the Company's service where not authorized by this price list;

(c) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d) any other fraudulent means or device.

2.15.3

Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

2.15.3.1 Dangerous Condition. A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

2.15.3.2 Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.

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**2.0 REGULATIONS (Cont'd)****2.15 Refusal or Termination of Services (Cont'd)****2.15.3 Without Written Notice to the Customer (Cont'd)**

**2.15.3.3 Services Obtained Illegally.** The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.

**2.15.3.4 Customer Unable to be Contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.

**2.15.3.5 Misrepresentation of Identity.** The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.

**2.15.3.6** For any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.

**2.15.4 Notice of Disconnection**

**2.15.4.1 Seven-Day Notice**  
Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of

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**2.0 REGULATIONS (Cont'd)****2.15 Refusal or Termination of Services (Cont'd)****2.15.4 Notice of Disconnection (Cont'd)****2.15.4.1 (Cont'd)**

termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.

**2.15.4.2 Twenty-Four-Hour Notice**

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.

**2.15.4.3 Additional Notice**

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out

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**2.0 REGULATIONS (Cont'd)****2.15 Refusal or Termination of Services (Cont'd)****2.15.4 Notice of Disconnection (Cont'd)**

**2.15.4.3 Additional Notice (Cont'd)**  
by subsection 2.15.4.1 of this price list,  
related to Seven-Day Notice.

**2.15.5 Customer Cancellation of Service**

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

**2.16 Restoration of Service**

**2.16.1** A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.15 of this price list or voluntary non-renewal of service by Customer. The Company reserves the right to refuse to restore service until all amounts due have been paid.

**2.16.2** Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

**2.17 Assignment**

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company;

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**2.0 REGULATIONS (Cont'd)****2.17 Assignment (Cont'd)**

pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

**2.18 Promotions**

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC five (5) days in advance of the rates, terms & conditions of any such promotions.

**2.19 E911**

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls.

**2.20 Public Notice**

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice

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### 3.0 LOCAL EXCHANGE SERVICES

#### 3.1 Local Exchange Telephone Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

- (a) Place or receive calls to any calling Station in the local calling area, as defined herein;
- (b) Access basic and enhanced 911 Emergency Service (if available through the ILEC);
- (c) Place or receive calls to toll free 8XX telephone numbers, where available
- (d) Place or receive interLATA, intraLATA, interstate, or international calls, or access caller-paid information services (e.g. 900, 976)

##### 3.1.1 Basic Local Service

Basic Local Service is a service that is available for access by subscribers on a full time basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the Customer's area, and toll free (e.g. "800" or "888") calls.

Customers that so desire may utilize the Company's Basic Local Service to place interLATA, intraLATA, interstate or international calls via the interexchange carrier of their choice.

##### 3.1.2 Local Service Area

The Company's local service area incorporates the entire state of Idaho.

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.1 Local Exchange Telephone Service (Cont'd)

3.1.3 Optional Services

- 3.1.3.1 Call Waiting  
Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.
- 3.1.3.2 Call Forwarding  
Allows calls to automatically ring to another phone number.
- 3.1.3.3 Non-published Number  
Allows Customer to keep his local phone number out of the phone book or directory assistance.
- 3.1.3.4 "3 Way" Calling  
Allows the Customer to add a third party to a conversation.
- 3.1.3.5 Call Return  
The subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.3.6 Speed Dial  
The subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.

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**3.0 LOCAL EXCHANGE SERVICES (Cont'd)****3.1 Local Exchange Telephone Service (Cont'd)****3.1.3 Optional Services (Cont'd)****3.1.3.7 Caller ID**

Caller ID is an optional feature that allows the subscriber to see the telephone number of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls that originate and terminate in central offices that are equipped and have SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.1 Local Exchange Telephone Service (Cont'd)

3.1.3 Optional Services (Cont'd)

3.1.3.8 Local Plus  
The subscriber is charged a flat rate for outbound calls only in an extended calling area. Local Plus is specific to a given local calling area.

3.1.3.9 Metro  
The subscriber is charged a flat rate for a two-way (outbound and inbound) number. Metro is typically added to commercial accounts.

3.2 Service Descriptions

3.2.1 Idaho Telecommunications Service Assistance Program (ITSAP)  
ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low-income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code, § 56-901*.

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.2 Service Descriptions (Cont'd)

3.2.1 Idaho Telecommunications Service Assistance Program (ITSAP) (Cont'd)

3.2.1.1 Eligibility - To be eligible for ITSAP, the participant must:

- (a) Apply through the Department of Health and Welfare,
- (b) Be head of household,
- (c) Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

3.2.2 Idaho USF Surcharges

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

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**4.0 RATES AND CHARGES****4.1 Basic Local Service Rates and Charges**

A Basic Local Service Customer will be charge applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

**4.1.1 One-Time Activation Fee**

One-Time Activation Fee	\$25.00
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**4.1.2 Recurring Charges**

Monthly Service Charge	\$49.00
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**4.1.3 Optional Features**

	<u>Monthly</u>	<u>One-Time Activation Fee</u>
Call Waiting	\$8.00	\$15.00
Call Forwarding	\$8.00	\$15.00
Three-Way Calling	\$8.00	\$15.00
Non-Published Number	\$8.00	\$15.00
Speed Dial	\$8.00	\$15.00
Call Return	\$8.00	\$15.00
Caller ID	\$15.00	\$15.00
Local Plus	\$40.00	\$15.00
Metro	\$50.00	\$15.00

**4.2 Miscellaneous Charges**

Reconnection Charge	\$40.00
Transfer Fee	\$45.00

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