



# ORBITCOM

Local - Long Distance Communications

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STATE OF IDAHO  
PUBLIC UTILITIES COMMISSION

April 8, 2004

Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 W. Washington  
Boise, Idaho 83702

Re: New Case ORB-T-03-01

Dear Jean,

Enclosed, please find the revised pages 11, 23, 32, 33, 34, 37, 42, & 53 of OrbitCom's tariff draft.

Thank you,

Patti Benson  
Administrative Assistant

Encl.

**0.0 Application and Scope of Tariff****0.1 Application**

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services and to local services provided by ORBITCOM between and among points within the state of Idaho

**0.2 Scope**

ORBITCOM's services are provided in Idaho subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by ORBITCOM between and among points in Idaho are governed by this tariff.

**0.3 Interconnection with Other Carriers**

Service provided by ORBITCOM may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than ORBITCOM. However, service provided by ORBITCOM is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

## 2.0 General Rules and Regulations (cont'd)

### 2.3 Liability (cont'd)

- K. The services furnished by ORBITCOM, in addition to the limitations set forth preceding, also are subject to the following limitations: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, 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 ORBITCOM caused by customer-provided equipment.
- L. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OF OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- N. The included tariff 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.

### 2.4 Equipment

#### 2.4.1 Inspection, Testing, and Adjustment

ORBITCOM may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. ORBITCOM may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

**2.0 General Rules and Regulations (cont'd)****2.9 Payment for Service (cont'd)****2.9.5 Taxes and Fees**

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon ORBITCOM on a per-call basis shall be charged to Customers receiving ORBITCOM's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

**2.10 Disputes and Complaints****2.10.1 Disputed Bills**

In the event of a dispute concerning the bill, ORBITCOM will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of ORBITCOM by the Commission in the event the Customer files a written complaint with the Commission. If a Customer does not give ORBITCOM written notice of a dispute with respect to ORBITCOM's charges within two (2) years from the latter of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer.

2.0 General Rules and Regulations (cont'd)2.10 Disputes and Complaints (cont'd)2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to ORBITCOM by telephone, in person, or in writing at ORBITCOM's office located at 1701 N. Louise Ave., Sioux Falls, South Dakota 57107. Business customers can reach ORBITCOM's customer service department by dialing: 866-834-7837. Residential customers can reach ORBITCOM's customer service department by dialing: 866-834-7837. ORBITCOM's customer service department accepts calls 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, normal business hours. Complaints concerning the charges, practices, facilities or services of ORBITCOM will be investigated promptly and thoroughly. ORBITCOM will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable ORBITCOM to review and analyze its procedures and actions. The records maintained by ORBITCOM under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, ORBITCOM will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be notified of the complainant's right to contact the Commission at:

Idaho Public Utilities Commission  
472 W. Washington  
Boise, Idaho 83702  
Phone: (208) 334-0330

## 2.0 General Rules and Regulations (cont'd)

### 2.10 Disputes and Complaints (cont'd)

#### 2.10.3 Bill Insert or Notice

ORBITCOM shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a ORBITCOM representative qualified to assist in resolving the complaint can be reached. The bill insert or notice on the bill will be provided no less than annually.

### 2.11 Service Refusal, Disconnection, and Suspension

#### 2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, ORBITCOM shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than seven (7) calendar days prior with a reasonable attempt to contact 24 hours prior to disconnect with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (866) 834-7837 as a number at which a ORBITCOM representative can be reached to provide additional information about the disconnection.

**2.0 General Rules and Regulations (cont'd)****2.11 Service Refusal, Disconnection, and Suspension (cont'd)****2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit**

Except as restricted by Section 2.11.4, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if ORBITCOM has made a reasonable attempt to effect collection and:

- (1) ORBITCOM has provided the Customer with seven (7) days prior written notice with a reasonable attempt to contact 24 hours prior to disconnect with respect to an unpaid bill, and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 7-day unpaid bill notice period if ORBITCOM determines from verifiable data that usage during the 7-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (2) In the event of a dispute concerning the bill, ORBITCOM will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of ORBITCOM by the Commission in the event the Customer files a written complaint with the Commission.

## 2.0 General Rules and Regulations (cont'd)

### 2.14 Information Service Access Blocking

Where facilities are available, customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. ORBITCOM will comply with all applicable rules of the Commission concerning such blocking.

### 2.15 Emergency Call Handling Procedures

Emergency 911 calls are placed by dialing the digits "911". Such calls are not routed to ORBITCOM, but are routed by Qwest Communications, Inc., through the local network to the appropriate public safety answering point. Qwest will forward to the public safety answering point the address of the dialing station that has been provided to Qwest by ORBITCOM.

### 2.16 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.16.1 for the part of the service that interruption affects.

#### 2.16.1 Credit for Interruptions

2.16.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

4.0 Rates and Charges (cont'd)4.1 Nonrecurring Charges (cont'd)4.1.3 Nonrecurring Charges

This is a one-time charge that applies for work involved in receiving, recording, transmitting, and acting upon information to connect, reconnect, move, or change telephone service initiated at the customer's request. When a customer's service has been denied because of nonpayment for service, the service will be restored upon the payment of, or arrangements for the payment of, all charges due plus a service order charge. No service order charges will apply for company initiated work. Rates for Non-Recurring Charges will be set forth in Local Services Rate Table 1.

4.1.4 Reconnect Fee

Reconnect Fee charge: \$50.00 for first line  
\$25.00 for each additional line

This charge applies to reconnection of service after dial tone has been suspended or service has been disconnected.

4.1.5 Nonsufficient Funds Charge (NSF Checks)

NSF check charge: \$20.00

This charge applies when a check has been returned by the bank for non-payment.