

Telephone Co., Inc. P.S.C. Idaho No. 1 Original Sheet 1
d/b/a Twin Falls Telephone Co. 208-733-9130 Idaho Price Catalog

Catalog of Rates, Rules and Regulations
For Intrastate Long Distance Telecommunications
Services Provided In the State of Idaho

OFFERED BY:

TELEPHONE COMPANY, INCORPORATED
d/b/a TWIN FALLS TELEPHONE COMPANY
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Boise, Idaho

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GENERAL RULES AND REGULATIONS

1. APPLICATION OF REGULATIONS

The regulations set forth herein apply to intrastate services furnished within the State of Idaho by the Telephone Co., Inc., a Missouri corporation certified to do business in Idaho, d/b/a Twin Falls Telephone Co., hereinafter referred to as Carrier.

When services and facilities are provided in part by Carrier and in part by other companies, the regulations of the Carrier apply to that portion of the service or facilities furnished by it.

2. TERRITORY

Inter-city Telecommunications Services are available for origination of calls from Twin Falls, Idaho and may terminate at points within the 652 LATA in Idaho.

3. TERMS AND CONDITIONS

3.1 Definitions

Certain terms used in this tariff are defined below:

Carrier

The term "Carrier" means Telephone Co., Inc., doing business as Twin Falls Telephone Co.

Exchange Area

A geographically defined area wherein the telephone industry, through the use of maps or legal descriptions sets out specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Local Access Transport Area (LATA)

The phrase "Local Access Transport Area" means a

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geographical area established by the U. S. District Court for the District of Columbia in Civil Action No. 17-049, within which a local exchange company provides communication services.

Normal Work Hours

The phrase "Normal Work Hours" means that time after 8:00 AM and before 5:00 PM, Monday through Friday excluding holidays.

Regular Billing

The words "Regular Billing" mean a standard bill sent in the normal Carrier billing cycle. This billing consists of one bill for each account assigned to a subscriber.

Subscriber

The term "Subscriber" means the person, firm, company, corporation or other entity which contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Carrier's regulations pursuant to this tariff.

Switch

The term "Switch" means an electronic device which is used to provide circuit routing and control.

3.2 Responsibilities of the Carrier

(a) The service provided consists of the use of facilities made available by Carrier for telephone communication between different exchange areas. The Carrier does not undertake to accept, transmit or deliver messages. The service provided does not include person-to-person, collect, conference or other communication links requiring operator assistance.

(b) Carrier is a reseller of long distance services. Carrier leases WATS lines, central office lines, and other facilities from other telephone companies and offers to sell to subscribers the right to use those facilities on an as needed basis. The service provided by Carrier is non-exclusive. Carrier's customers can and do have access to other long distance carriers.

(c) The obligation of Carrier to provide service is dependent upon its ability to procure facilities which are required to meet the subscriber's order for service. Carrier will make reasonable efforts to secure the

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necessary facilities as provided for in these tariffs.

(d) If service is interrupted or the subscriber receives a poor connection on a call, other than as a result of negligence or willful act of the subscriber, an allowance or credit in the amount that would normally be charged for the call will be given to the subscriber. In order to be entitled to such a credit or allowance, the subscriber shall notify Carrier of the disconnect or poor connection within the current billing period for the call by calling the Carrier at its toll-free number in Twin Falls 733-9130.

3.4 Use of Service by the Subscriber

(a) The service is provided for the use by the subscriber and may be used by others when so authorized by the subscriber, providing that all such usage shall be subject to the provisions of Carrier's filed price list.

(b) Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service.

Abuse or fraudulent use of service includes, but is not limited to, the following:

(1) The use of unduly profane or unduly obscene language in communications over Carrier's facilities.

(2) A call or calls, anonymous or otherwise, if made in a manner which could reasonably be expected to frighten, abuse, torment or harass another.

(3) For any unlawful purpose.

(4) Use of service in any manner that would violate any rule or regulation on contract provision regulating the relationship between Carrier and those who supply the facilities that Carrier makes available to its subscribers.

(5) The use of service or facilities of the Carrier to transmit a message or to locate a person or otherwise to give or obtain information on without payment of the charge applicable for service.

(6) The obtaining, or attempting to obtain or

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assisting another to obtain or to attempt to obtain service by rearranging, tampering with or making connection with any facilities of the Carrier, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid the payment, in whole or in part, of the regular charge for such service.

(7) The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers.

3.5 Application for Service

(a) Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service.

(c) Carrier may require any subscriber to sign an application form furnished by Carrier and to establish credit as provided in these rules, as a condition precedent to the initial establishment of service. Carrier's acceptance of an order for service to an applicant whose credit has not been established may be subject to the provisions of these tariffs relating to the establishment of credit.

3.6 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable. The amount of the first month's service is credited to the customer's account on the first bill rendered.

3.7 Billing and Payment of Charges

(a) If a subscriber's bill is over \$5 he will receive a bill each month. Otherwise he will receive a bill at the end of the month in which his charges equal or exceed \$5. Special billing arrangements may be provided for service to governmental agencies.

(b) A subscriber is responsible for all charges in conjunction with the use of his authorized access number and for all charges for service provided to him by

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Carrier.

(c) Bills are due 22 days from date of rendering and may be paid at the business office of the Carrier at 540 Blue Lakes Boulevard, Twin Falls, Idaho or at any agency authorized by Carrier to receive payment.

(d) For billing of any fixed charges, service is considered to be established on the day that Carrier notified the subscriber of installation.

3.8 Establishment and Furnishing Service - Commercial Only

3.81 Deposits

(a) Each commercial applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing commercial subscriber may be required to make a deposit or increase a deposit presently held.

(b) A deposit will not exceed the estimated charges for two (2) months' service plus installation. It will be returned:

(1) When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

(2) At the end of six (6) months of satisfactory credit history, or

(3) Upon the discontinuance of service. Carrier will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

(c) The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills upon presentation.

(d) On deposits held thirty days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the subscriber or paid upon the return of the deposit, Idaho Public Utilities Commission
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whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the subscriber.

(e) In lieu of a deposit, Carrier may accept a written guarantee. The limit of the guarantee will not exceed the amount of a cash deposit.

(f) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve billing periods. Payment of charges is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

.2 Cancellation of Service

(a) Carrier, by mailing a notice to the subscriber (5) days before the date of cancellation by first class mail, may cancel the application for service without incurring any liability to the subscriber for any of the following reasons:

(1) Non-payment of any sum due to Carrier for service for more than thirty (30) days beyond the date of rendition of the bill for such service; or

(2) A violation of or failure to comply with any regulation governing the furnishing of service; or

(3) An order of a court or other government authority having jurisdiction which prohibits Carrier from furnishing service; or

(4) Failure to post a required deposit or guarantee; or

(5) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse; or

(6) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.

(b) A subscriber may cancel the service of Carrier at any time by verbal or written notice.

(c) An cancellation of service by either Carrier or the subscriber shall not affect the

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subscriber's obligation to pay for all use of Carrier's facilities by the subscriber or anyone using subscriber's access code prior to the time at which Carrier received notice of cancellation. Notification of a planned cancellation shall be attempted by the Carrier at least 24 hours prior to cancellation.

3.9 Establishment and Furnishing Service-Residential Only

.2 Deposits and Guarantees

(a) Carrier may require an applicant for service to post a deposit if:

(1) The applicant is unable to establish that he had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid; or

(2) The applicant has not previously had telephone service for a twelve (12) month period and does not meet at least two of the following criteria:

- (i) Home ownership, excluding mobile homes
- (ii) Vehicle ownership - car or truck
- (iii) Is fifty or more years of age
- (iv) Has been employed two years or more with current employer
- (v) Has an existing loan from a financial institution not considered delinquent by the creditor.

(b) A present subscriber may be required to post a deposit or guarantee as a condition of continued service if undisputed charges in two out of the last twelve billing periods have become delinquent or the subscriber has had service discontinued for non-payment of an undisputed delinquent charge at any time during the preceding twelve billing periods.

(c) No deposit or guarantee or additional deposit or guarantee will be required by the Carrier

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because of race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of residence.

- (d) The amount of deposit for a new applicant will be twice the average monthly bill for all residence subscribers. If, within the first six (6) months of establishing service, the subscriber incurs service charges in any one billing period which are greater than 400% of the amount of deposit previously required, an additional deposit may be required.
- (e) The amount of deposit for a present subscriber will be twice that subscriber average monthly billing. The average monthly billing will be based on the actual billing for the immediate months preceding the request for the deposit, not to exceed twelve months.
- (f) On deposits held thirty days or more, simple interest at the rate of nine per cent per annum shall be credited annually to the account of the subscriber or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the subscriber.
- (g) An applicant for service, or a present subscriber, may satisfy a deposit requirement by providing a Contract of Guaranty in the amount not to exceed the requested deposit, from a present subscriber with at least two years of established service whose service has not been suspended for nonpayment in the last twelve months. The guaranty contract shall be on a form provided by the Carrier which shall include Carrier's right to transfer charges to the limit of the guaranty, from a defaulted bill of subscriber, from who a deposit or a Contract of Guaranty was required, to the guarantor's account or

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accounts and the further right to suspend a guarantor's service. A guarantor shall be released upon satisfactory payment by the subscriber of all undisputed charges during the last twelve billing periods.

- (h) The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the subscriber from his responsibility to pay undisputed charges before their becoming delinquent nor constitute a waiver of modification of the provisions set forth in this Tariff providing for the temporary suspension of service or the termination of the service for nonpayment of undisputed delinquent charges.
- (i) Upon termination of the service, the amount of the deposit with accrued interest, shall be applied in payment of any unpaid charges for service and the balance, if any, shall be returned to the subscriber within twenty-one (21) days of the rendition of the final bill.
- (j) Upon satisfactory payment of all undisputed charges during the last twelve billing periods, the deposit, with accrued interest, will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Carrier may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.
- (k) Each subscriber posting a deposit will receive a receipt in writing at that time or within ten days.

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Carrier will provide means whereby a person entitled to a refund of a deposit is not deprived of the refund even though he may be unable to produce the receipt for the deposit provided he can produce identification to ensure that he is the

person entitled to the refund.

- (m) Carrier will permit a subscriber, concurrent with the beginning of service, to post a deposit in two equal monthly installments or as otherwise agreed upon.
- (n) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

.2 Discontinuation of Service

- (a) Carrier may discontinue service upon five (5) days written notice under the following circumstances:
 - (1) Nonpayment of an undisputed delinquent charge.
 - (2) Failure to post a required deposit or guarantee.
 - (3) Failure to substantially comply with the terms of a settlement agreement.
 - (4) Material misrepresentation of identity in obtaining telephone utility service or the use of the service in such a manner that, in the opinion of the Company, the use constitutes abuse or fraud.
 - (5) As provided by state or federal laws.
 - (6) Failure to abide by the terms of this tariff.
 - (7) incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (8) Upon written objection to the furnishing of a service made in writing by or on behalf of any government agency acting within its jurisdiction on the grounds that such service is, or will be, used for an illegal purpose.

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3.10 Interruption of Service

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