

INTRO

Residential Billing and Termination Practices Telecommunications Companies

Any provider of intrastate telecommunications services in Massachusetts must comply with certain billing and termination practices for *presubscribed residential* customers, similar to those adopted by the Department for use by NYNEX - New England Telephone Company in docket D.P.U. 18448 (1977). The practices relate to billing and bill collection, residential telephone service termination, security deposit requirements and the rights of residential telephone customers to be heard on billing matters in dispute with their telecommunications company.

Companies who propose to provide telecommunications services to presubscribed residential customers should use the enclosed copy of RULES AND PRACTICES RELATING TO TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS as a template in preparing their own billing practices. To make the tariff process move along quicker in regard to residential billing and termination practices, a company may simply add the following to its Billing and Termination Practices section: The company will comply with D.P.U. 18448 in regard to its residential billing and termination procedures. A company may revise certain terminology and rules, or request exemption(s) from certain requirements, if such provisions, terms or rules are not applicable, as long as the change(s) and/or exemption(s) are not considered by the Department to result in substantive changes in a residential customer's rights.

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RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS

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ADOPTION OF ADDITIONAL PRACTICES

**RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS**

PART 1. DEFINITIONS AND GENERAL PROVISIONS

Rule 1.1 Definitions.

- (a) "Adult" means any person eighteen years of age or older.
- (b) "Billing period" means a telephone service consumption period of not less than 26 nor more than 35 days.
- (c) "Company" means New England Telephone Company.
- (d) "Customer" means any past or present purchaser of telephone service supplied by the Company for residential purposes.
- (e) "Delinquent account" means an account for residential telephone service which remains unpaid for at least 30 days after receipt of a bill prepared and delivered in accordance with these Rules.

"Department" means the Department of Public Utilities of the Commonwealth of Massachusetts.
- (g) "Discontinuance of service" means a temporary cessation of telephone service caused by the Company and not voluntarily requested by a customer.
- (h) "New service" means residential telephone service provided to a person who, at the time of application for the service, is not a person in whose name residential telephone service is currently being provided and who has not had his or her account removed for nonpayment within the preceding six months.
- (i) "Personal emergency" means any situation in which lack of access to telephone service endangers the health or safety of a customer or a member of the household to which the service is furnished.

Rule 1.1
(c o n t'd)

"Receipt", in the case of a written communication which these Rules require to be transmitted to a customer, shall be presumed to be three days after the date of mailing or, if such written communication is delivered rather than mailed, on the date of delivery.

- (k) "Removal of account" means a permanent cessation of telephone service caused by the Company and not voluntarily requested by a customer.
- (l) "Subsequent service" means residential telephone service provided to a person whose previous residential account has been removed for nonpayment within the six-month period immediately preceding the time at which application for service is made.
- (m) "Transferred service means residential telephone service provided at a new address to a person in whose name residential telephone service, at the time of the change of address, is currently being provided.

Rule 1.2

Written Communications. All written communications required by these Rules to be transmitted to a customer shall be sent only to the person and address specified by the customer. If the customer specifies a person or address different from the person to whom or the address at which service is to be provided, the Company shall then inform the customer that it will send all written communications to the specified person and address only.

PART 2.

CUSTOMER INFORMATION ON RATES, SERVICES AND THE PROVISION OF THESE RULES

Rule 2.1

At the time any person applies for residential telephone service or for the conversion of one type of residential telephone service to another, a representative of the Company shall first explain the lowest-priced service and equipment available to residential customers in the area in which service is desired, together with all associated charges.

In addition, the Company representative shall advise each applicant for residential telephone service that a general description of services and equipment is available In the Introductory pages of each directory.

Rule 2.2 Prior to installation or conversion, each applicant shall be given a clear, complete and informative explanation, including charges, of all residential services and equipment available to customers in the exchange in which service is to be provided.

Rule 2.3 The Company shall print, in a conspicuous place in the introductory pages of all residential telephone directories furnished by the Company, (a) a description of all residential customer rights and responsibilities under these Rules and (b) a general description of available services and equipment.

Rule 2.4 The Department shall have power to disapprove, in whole or in part, the form and content of all written communications required by this Part 2, and to require amendments, deletions, or additions to such communications.

PART 3. BILLING AND PAYMENT STANDARDS

Rule 3.1 Billing Frequency. The Company shall render, on a monthly basis, a bill to every customer for all lawful charges that have been incurred by the customer in the billing period for which the bill is rendered. The bills required by this Rule 3.1 shall be sent to the customer not sooner than one day nor later than fifteen days after the close of said billing period. The Company may, for administrative reasons, render the first bill or the final bill for a residential account based on service provided for a period of less than twenty-six days. The Company may also, for administrative reasons, render a bill for a residential account on the basis of service provided for a period of less than twenty-six days or more than thirty-five days in the case of a change in the customer's telephone number or a change of an entire central office to a different billing cycle.

Rule 3.2 Payment of Bills. The Company shall allow each customer at least thirty calendar days, from the date of receipt of each bill, for payment in full. In the event a bill is not rendered with the frequency required by Rule 3.1 hereof, the Company shall allow, for payment in full, additional days equal to the number of days by which the date of receipt of the bill exceeds the billing frequency required by that Rule.

Rule 3.3

Computation of Payment Period. The date of receipt of a bill shall be as provided in Rule 1.1(j) hereof. If the actual receipt of a bill is disputed by a customer at a Department hearing under these Rules, such disputed issue shall be decided by the Department based on evidence presented at the hearing.

If the last calendar day for remittance falls upon a day when the offices of the Company regularly used for the payment of customer bills are closed to the general public, the final payment date shall be extended through the next business day.

Rule 3.4

Billing Information. Every bill rendered by the Company for residential telephone service shall be in writing and shall state clearly:

- (a) The beginning and ending dates of the current billing period;
- (b) The date by which payment in full must be made in order to prevent delinquency of the account;
- (c) The amount of all charges remaining unpaid for more than thirty days since receipt of a previous monthly bill, labelled delinquent as of a stated date;
- (d) The amount of all payments made to the account during the current billing period, labelled payments and adjustments;
- (e) The amount of the previous balance remaining unpaid as of the date of preparation of the current bill, labelled outstanding balance before new charges;
- (f) All new charges, including a clearly labelled statement of regular monthly charges, taxes imposed on services, and toll calls (including date of call, time of day at which call began, length of call, place and telephone number called, whether or not the call was rated as operator-assisted or direct-dialed, charge for the call and, if the call was made from any telephone number other than that to which it is billed, the area code and telephone number from which the call was made); and

Rule 3.4

(c o n t'd)

- (g) The total outstanding balance in the account on the ending date of the current billing period, labelled new balance.

Rule 3.5

Charges and Billing for Installation, Connection and Restoration of Service

- (a) At the option of the customer, the Company shall prorate the charges for connection, installation, restoration, or reconnection of service in four equal portions over four monthly billing periods, with each equal portion of such charge appearing on each monthly bill. At the time any connection, installation, restoration, or reconnection is requested, the Company shall make known to the customer his or her right to have the charges for such services prorated.
- (b) No customer shall be required to pay any part of such charge prior to the time that the customer receives the first monthly bill for services after such charge is incurred.
- (c) No customer shall be required to pay any reconnection fee or other charge for restoration of service if service was discontinued by the Company in error or in violation of any provision of these Rules.
- (d) If service to any customer is discontinued, either at the customer's request or pursuant to these Rules, prior to payment in full of any lawful charges prorated pursuant to this Rule 3.5, the entire amount of such charges shall thereupon be due and payable in full.
- (e) Whenever a customer requests that service be transferred from one location to another, the Company may require payment of any undisputed delinquent charges as a condition of such transferred service.

Rule 3.6

Customer Protection Notices. All bills and notices of proposed discontinuance of service sent by the Company to a customer shall contain the following notices:

- (a) Right to Dispute Bill. The following legend shall be printed on the front of the bill, in print no smaller than 1/8 inch in height, "RIGHT TO DISPUTE YOUR BILL-SEE REVERSE (or INSERT) FOR DETAILS."

Rule 3.6
(cont'd)

The following message shall be included with the bill according to the form and manner set out below:

RIGHT TO DISPUTE YOUR BILL

If for any reason you believe your bill is wrong you may call or write a Company representative and explain the amount you believe to be in error and the reason you believe there has been an error.

If, when you receive the decision of the Company representative, you still consider the bill wrong or are not satisfied, you have the right to appeal to the Massachusetts Department of Public Utilities by calling or writing the Department to request a hearing. Call or write:

CONSUMER DIVISION
DEPARTMENT OF PUBLIC UTILITIES
One South Station
Boston, Massachusetts 02110

Telephone (617) 727-3531 or

1(800) 392-6066

Your telephone service will not be shut off for failure to pay the portion of your bill which you are disputing.

If you need more time to pay, call the Company at the business office number shown on the front of the bill.

Rule 3.6

- (a) An explanation of customer rights and responsibilities is contained in the introductory pages of the telephone directory.
- (b) Bilingual Notice. The Company shall print on the face of all bills and written notices required by these Rules to be transmitted to a customer the following legend in Spanish, Portuguese and in any other language which has been determined by the Company or the department to be the primary language of a substantial number of customers of the Company:

THIS BILL (NOTICE) IS IMPORTANT.
TRANSLATE IMMEDIATELY.

PART 4. SECURITY DEPOSITS AND GUARANTEES

A. Deposits.

Rule 4.1 New Service. The Company may require a deposit as a condition of new service only if the customer has an outstanding bill from previous telephone service and the bill is not in dispute. In addition, the Company may require payment of the outstanding bill or a satisfactory payment of arrangement therefor as a condition of such service.

Rule 4.2 Restoration of Discontinued Service. The Company may require a deposit as a condition of the restoration of service that has been discontinued. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such restoration.

Rule 4.3 Subsequent Service. The Company may require a deposit as a condition of subsequent service. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such service.

Rule 4.4 Other Standards Prohibited. The Company shall not require a deposit as a condition of service except in the circumstances prescribed in Rules 4.1, 4.2 and 4.3 hereof. In no case in which a deposit is permitted by these Rules, shall the Company base a determination to

Rule 4.4
(cont'd)

require such deposit upon residential location, race, color, creed, sex, age, national origin or any other criteria not authorized by these Rules.

B. General Deposit Conditions.

Rule 4.5 Terms and Conditions of Deposits.

- (a) **A** deposit required by the Company as a condition of new service shall not exceed the amount of \$50.
- (b) **A** deposit required as a condition of the restoration of service which has been discontinued or as a condition of subsequent service shall not exceed an amount equal to two times the average bill during the preceding six-month period for service at the customer's premises.
- (c) Six months following the date on which a deposit has been made, and each month thereafter, the Company shall analyse the customer's account. If satisfactory credit has been established in accordance with Rule 4.5(f) hereof, the deposit shall be refunded. If satisfactory credit has not been established, the deposit may be retained and the Company shall make a determination whether the deposit held is inadequate or excessive. A deposit shall be deemed adequate if it equals two times the customer's average bill for the preceding six months, within a \$10 tolerance. If the deposit exceeds this figure, a refund of the excess shall be made. If the deposit is less than this figure, the Company may request an additional sum equal to the amount of the inadequacy.
- (d) Interest at the rate of 6% per annum shall be payable on all deposits. Interest shall be credited semi-annually to the service account of the customer or paid upon the return of the deposit, whichever occurs first.
- (e) Upon termination of service, the deposit, with accrued interest, shall be credited to the final bill, and any credit balance shall be returned promptly to the customer.
- (f) The credit of a customer shall be established as satisfactory and any deposit and accrued interest shall be refunded promptly by the Company upon timely payment by the customer of all proper charges for telephone service for a period of six successive months. For purposes of this Rule 4.5 (f), payment shall be deemed timely if made prior to the issuance of a notice of discontinuance of service for nonpayment in at least four of the preceding six months and if there has been no discontinuance for nonpayment in accordance with these Rules during the same period.

- (g) The Company shall maintain a detailed record of all deposits received from customers, showing the name of each customer, the address of the customer at the time of making the deposit, the customer's current address, the date of making and amount of deposit, and the date and amounts of interest paid.
- (h) At the time of making a deposit, each customer shall receive a written receipt containing at least the following information:
- i. Name of customer;
 - ii. Place of payment;
 - iii. Date of payment;
 - iv. Amount of payment;
 - v. Identifiable name and signature of the Company employee receiving payment; and
 - vi. Statement of the terms and conditions governing the receipt, retention and return of deposit funds.
- (i) A customer's failure to produce the deposit receipt described in Rule 4.5(h) hereof shall not deprive the customer of the right to the refund to which the customer is otherwise entitled.

Rule 4.5

- (j) The Company may withhold the deposit pending the resolution of a discontinuance of service for nonpayment that is disputed under these Rules.

C. Guarantees.

Rule 4.6

The Company may, at its option, accept a written payment guarantee in lieu of a deposit authorized by Part 4 hereof. The Company may not require a written payment guarantee from any customer ready, willing and able to make a deposit as authorized by these Rules. The company shall develop policies which specify the circumstances in which it will accept a written payment guarantee in lieu of a deposit, shall make those policies known to all customers and service applicants upon whom deposit demands are made, and shall apply those policies uniformly.

D. Right to Appeal Company Decisions Concerning Deposits

Rule 4.7 All decisions by the Company concerning the propriety of requiring a deposit and the amount of any such deposit shall be appealable in accordance with the provisions of Part 6 hereof.

E. Refunds of Existing Deposits and Termination of Guarantee Agreements.

Rule 4.8 Within sixty days of the effective date of these Rules, the Company shall refund, with accrued interest, all deposits held as security on residential accounts and terminate all guarantee agreements that are inconsistent with these Rules. The Company may credit to the undisputed delinquent account of a customer the amount of any refund due that customer under the provisions of this Rule 4.8. The Company shall notify each customer that the refund or credit to the customer's account was made In accordance with these Rules.

PART 5 DISCONTINUANCE OF SERVICE AND REMOVAL OF ACCOUNTS

A. Grounds for Discontinuance of Service and Removal of Account

Rule 5.1 Subject to the requirements of these Rules, the Company may discontinue service to a customer and remove the account of said customer for any one or more of the following reasons:

- (a) Nonpayment of a delinquent account amounting to \$25 or more;
- (b) Failure to make and maintain a deposit authorized by Part 4 hereof;
- (c) Use of the telephone service in a manner which is unlawful under the laws of the Commonwealth of Massachusetts or of the United States, or which is in violation of any tariff approved by the Department;
- (d) Failure to comply with the terms and conditions of a deferred payment agreement made or established in accordance with the provisions of Part 7 hereof;
- (e) Refusal to grant a duly authorized representative of the Company access to equipment upon the premises of the customer at reasonable times for the purpose of inspection, maintenance or replacement; and
- (f) Misrepresentation of identify for the purpose of obtaining telephone service.

Rule 5.2 Notwithstanding the provisions of Rule 5.1(a) hereof, the Company shall not discontinue service or remove an account where the total amount of the most current bill is less than the amount of any deposit held by the Company in connection with the service sought to be discontinued or the account sought to be removed.

Rule 5.3 Neither of the following shall constitute sufficient cause for the Company to discontinue service or remove an account:

- (a) The failure of the customer to pay for concurrent service received under separate account or at a separate residence or at a separate location; nor
- (b) The failure of any person, other than the customer against whom discontinuance of service or removal of account is sought, to pay any charges due to the Company.

B. Notices of Discontinuance of Service.

Rule 5.4 Except as provided in Rule 7.4 hereof, the Company shall not discontinue service pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least fifteen days prior to the date of this proposed discontinuance. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of the date of mailing of all discontinuance notices.

Rule 5.5 A notice of discontinuance of service for nonpayment of a delinquent account shall not be issued until the account has become delinquent as defined in these Rules.

Rule 5.6 A notice of discontinuance of service shall not be issued for nonpayment of a delinquent account if the entire amount of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof. The Company, however, may issue a notice of discontinuance of service with respect to that portion of any delinquent account that is not the subject of a pending complaint pursuant to Part 6 hereof. Should service be discontinued, the Company shall defer removal of the account until the dispute has been resolved.

Rule 5.7 Except as provided in Rule 7.4 hereof, notices of discontinuance of service shall contain the following information:

- (a) The telephone number, name and address of the customer and the delinquent amount;
- (b) A clear and concise statement of the reasons for the proposed discontinuance of service;
- (c) The date on or after which service will be discontinued unless the customer takes appropriate action;
- (d) A statement of the appropriate action the customer may take to prevent discontinuance;
- (e) The customer protection notices required by Rule 3.6 hereof;
- (f) The serious illness and personal emergency notice required by Rule 5.20 hereof;
- (g) A statement concerning the protection provided to elderly persons by Part 8 hereof; and
- (h) A statement that if service is discontinued, the customer may be required to pay, as a condition of the restoration of such service, the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.

Rule 5.8

In addition to the notices required by Rules 5.4 and 5.7 hereof; the Company shall not discontinue service without first mailing to the customer a reminder of discontinuance notice. Such notice shall be mailed five days prior to the discontinuance date specified in the notice of discontinuance and shall contain the information required by Rule 5.7 hereof.

Rule 5.9

Two days prior to the discontinuance date, the Company shall make a telephone call to remind the customer of the proposed discontinuance. If the Company is unable to reach the customer, no additional call need be made.

Rule 5.10

Service shall not be discontinued, pursuant to Rule 5.1 hereof, on a day, or a day immediately preceding a day when the services of the Company are not available to the general public for the purpose of reconnecting discontinued service. Notwithstanding any other provision of these Rules, the Company shall not discontinue service on any day, except during the hours between 8:00 a.m. and 4:00 p.m.

The Company shall discontinue service only within a ten-day period after the date specified pursuant to Rule 5.7(c) hereof. Thereafter, the

Company may discontinue service only after another notice of discontinuance of service has been issued in accordance with Rules 5.4 and 5.7 hereof.

In the event the Company has agreed to extend the time for payment, and the customer does not pay as promised, service may be discontinued after the Company has provided a three-day notice of discontinuance to the customer.

If the last day of the three-day notice period required by the preceding paragraph of this Rule 5.10 fails upon a day on which the postal service does not deliver mail, then that notice period shall be extended through the next day on which mail is delivered.

C. Removal of Account.

Rule 5.11 The Company shall not remove an account pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least ten days prior to the date of the proposed removal. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of the date of mailing of all notices of removal of account.

Rule 5.12 A notice of removal of account shall not be issued until service to the account has been discontinued pursuant to Section B of Part 5 hereof.

Rule 5.13 A notice of removal of account shall not be issued for nonpayment of a delinquent account if any portion of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof.

Rule 5.14 Notices of removal of account shall contain the following information:

- (a) The telephone number, name and address of the customer,
- (b) A clear and concise statement of the reasons for the proposed removal of account;

Rule 5.14
(cont'd)

- (c) The date on which service to the account was discontinued;
- (d) A statement that the customer may have service restored by making satisfactory arrangements, within ten days from the date of notice of removal of account for non-payment of the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.
- (e) A statement that if the customer fails, within ten days, to make the arrangements specified in Rule 5.14(d) hereof, the account will be removed, and the customer will be required to re-apply for service and to pay, as a condition of such service, the delinquent balance, the appropriate service installation charge, and a deposit authorized by Part 4 hereof.
- (f) The customer protection notices required by Rule 3.6 hereof;
- (g) The serious illness and personal emergency notice required by Rule 5.20 hereof and
- (h) A statement concerning the protection provided to elderly persons by Part 8 hereof.

D.

Serious Illness and Personal Emergency.

Rule 5.15

Notwithstanding any other provision of these Rules, if the customer claims that there is a seriously ill person residing in the household where service is provided, the Company shall postpone discontinuance of service if the customer can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that continued access to the telephone is required because of the serious illness. If service has already been discontinued, it shall be restored. Such postponement or restoration shall be predicated on the receipt of certification of the illness by a registered physician. The certificate

Rule 5.15
(c o n t'd)

shall state the name and address of the seriously ill person, the nature of the illness, and the physician's office address and telephone number.

Certification shall be valid for the duration of the illness or thirty calendar days, whichever is less, and shall be renewable twice under The same conditions.

Rule 5.16

A certification of serious illness shall be sufficient if initially made by telephone. In such event, the Company shall inform the certifying physician that a written certificate setting forth the information required by Rule 5.15 hereof must be forwarded to the Company within seven days. If the Company does not receive written certification of the serious illness within seven days, it shall make its best efforts to contact the customer and the certifying physician prior to discontinuing service.

Rule 5.17

If the customer claims in writing and can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that a personal emergency exists, the Company shall postpone discontinuance of service or shall restore service if it has already been discontinued. The period of postponement of discontinuance of service shall not exceed thirty days; and if service has been discontinued it shall be restored for a period not to exceed thirty days.

Rule 5.18

Any decision by the Company to deny a postponement of discontinuance of service or to refuse to restore service, purporting to be made pursuant to Rules 5.15, 5.16 or 5.17 hereof, shall be appealable in accordance with Part 6 hereof.

Rule-5.19

In cases where telephone service is continued or restored pursuant to Rules 5.15, 5.16 or 5.17 hereof, the customer must, no later than the end of the postponement or restorable period, (a) pay all undisputed delinquent amounts in full, (b) enter into a deferred payment agreement for such amounts pursuant to Part 7 hereof, or (c) request the department to establish a deferred agreement for such amounts pursuant to Part 7 hereof. If the customer fails to make one of such payment arrangements, the Company may discontinue service.

Rule 5.20

All notices of discontinuance of service and all notices of removal of account shall contain the following message according to the form, letter size, boldness and manner set out below (underlined words shall be in bold print):

RIGHT TO TELEPHONE SERVICE
DURING SERIOUS ILLNESS AND
PERSONAL EMERGENCY

If you or anyone living in your home is **SERIOUSLY ILL** and you can demonstrate that continued access to the telephone is required due to that illness and that you are unable to pay your bill, we will continue or restore your telephone service during such illness for a period up to 30 days. In order to have service continued or restored, you must have a registered physician certify, in writing to us, that such illness exists.

If the **SERIOUS ILLNESS** continues beyond 30 days, service may be continued for an additional 30 days upon receipt of a second certificate from your physician. If the **SERIOUS ILLNESS** continues beyond this additional 30 days, service may be continued for a final 30-day period upon receipt of a third certificate from your physician.

If there is **SERIOUS ILLNESS**, please call or have your physician call our Business Office immediately.

Rule 5.20
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If you can demonstrate that there is a PERSONAL EMERGENCY which endangers the health or safety of someone in your household and you require continued access to telephone service and are unable to pay your bill, we will continue your telephone service for a period not to exceed 30 days. You must inform the Company, in writing, of the reason why you are unable to pay your bill and the nature of the emergency.

* * * * *

Before the end of any extension period granted because of SERIOUS ILLNESS or PERSONAL EMERGENCY, you must either pay your past due bills in full or enter into a payment arrangement satisfactory to you and the Company.

You may appeal any refusal of the Company to furnish service where a SERIOUS ILLNESS or PERSONAL EMERGENCY exists by contacting the

CONSUMER DIVISION
DEPARTMENT OF PUBLIC UTILITIES
One South Station
Boston, Massachusetts 02202

Telephone: (617) 727-3531 or XXXX

PART 6. COMPLAINTS AND DISPUTED CLAIMS

Rule 6.1 If any matter relating to a bill is disputed by the customer, the following procedure shall apply:

Rule 6.1
(cont'd)

- (a) The customer shall notify the Company of the dispute by telephone, mail or in person. The Company shall refer this matter to an employee assigned to investigate billing complaints. Such employee shall investigate and make a substantial effort to resolve the customer's complaint.

If the customer notifies the Company by telephone or in person of a complaint concerning charges billed to his or her account, and such complaint is resolved to the customer's satisfaction during the Initial telephone or personal contact, no written notification to the customer shall be necessary unless requested by the customer.

In situations involving customer complaints that require further Investigation, the customer shall be notified in writing in all cases where the results of the Investigation are not favourable to the customer. Such notice shall include the following:

If you still consider your bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to appeal to the Department of Public Utilities within three months of receipt of this notice.

WRITE:

CONSUMER DIVISION
DEPARTMENT OF PUBLIC UTILITIES
One South Station
Boston, Massachusetts 02202

Telephone: (617) 727-3531 or 1.800.392.6066
TTY 1.800.323.3298

Decisions favourable to the customer may be communicated by telephone.

Rule 6.1
(cont'd)

- (b) If the customer disputes the Company's written notice of decision, the customer may notify the Department's Consumer Division within three months of receipt of such notice that he or she wishes to appeal. A representative of the Department shall notify the Company and thereafter shall conduct an investigation. Such investigation shall include the opportunity for each side in the dispute to be heard, but such hearing shall not be construed to be an adjudicator proceeding as defined by Chapter 30A of the General Laws.

The Department representative shall rule promptly upon the dispute and notify the customer and Company of the decision and of the right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

- (c) Within seven days of being notified of the decision of the Department's representative, the customer and/or the Company may request a hearing under Chapter 30A of the General Laws.

Rule 6.2

Pending final determination of a dispute, the Department may enter any temporary order that it deems just and equitable.

In the absence of an order by the department to continue service, the Company may discontinue service for nonpayment of any undisputed amount in accordance with Part 5 hereof.

Upon final determination of the dispute by the Department, the Department shall order service to be continued, restored or discontinued, or the account removed upon such terms and conditions as it deems equitable to both the customer and the Company.

Rule 6.3

Any party aggrieved by any action in violation of these Rules may at any time request a hearing before the Department by making a complaint in writing to the Department, provided that such matter has not been previously investigated by the Department. For good cause shown, the Department may re-open a matter previously investigated.

Rule 6.4

If a customer requests a hearing before the Department, the customer shall pay to the Company an amount equal to that part of the bill which is not in dispute. Failure of the customer to pay the amount not in dispute, or failure of the customer to pay in accordance with a deferred payment agreement entered into or established pursuant to Part 7 hereof, with respect to the amount not in dispute, on or before the date set by the Department to hear the complaint, shall constitute a waiver of the customer's rights to continued service pending resolution of the dispute. The Company may then proceed to discontinue service as provided in Part 5 hereof.

Rule 6.5

At the hearing, the Department representative shall decide, after hearing argument from all parties, whether the matter in dispute involves (a) disagreement as to the facts of a customer's case, (b) disagreement as to the proper application of the Company's tariff or any order or regulation of the Department to the facts of the customer's case, or (c) disagreement with the Company's tariff or any order or regulation of the Department. If the Department representative concludes that the dispute involves any matters set forth in (a) or (b) above, the Company shall not discontinue service to the customer until final resolution of the dispute by the Department. If, however, the Department representative concludes that the dispute involves solely matters described in (c) above, he or she shall immediately inform all parties that the Company may forthwith discontinue service as prescribed in Part 5 hereof.

Rule 6.6

With respect to any hearing held by a Department representative following this Part 6, both the customer and the Company should have the right:

- (a) To represent themselves or to be represented by counsel or other person of their choice;
- (b) To present evidence, testimony, and oral and written argument; and
- (c) To confront, question and cross-examine witnesses appearing on behalf of the other party.

Rule 6.7

In all cases in which discontinuance of service or removal of account may result from a decision by the Department, the Company shall

Rule 6.7
(cont'd)

removal of account may result from a decision by the Department, the Company shall bear the burden of proof that grounds for such action, as set forth in Rule 5.1 hereof, in fact exist.

Rule 6.8

A hearing held pursuant to Rule 6.1(b) hereof need not be recorded or transcribed, and all evidence relevant to the dispute shall be received. The formal rules of evidence shall not apply.

Rule 6.9

Upon the closing of the record, the Department representative shall state his or her findings and decision orally and shall issue a complaint determination in a form approved by the Department. Such complaint determination shall contain the following and become a part of the record:

- (a) A concise summary of the evidence and argument presented by the parties, and
- (b) The decision of the Department representative and the reason therefor.

Rule 6.10

Prior to the issuance of a complaint determination, the Department representative may propose to the parties a settlement of all matters in dispute. Acceptance of the proposed settlement by both parties shall be binding upon them. The agreement shall be reduced to writing, signed by both parties in the presence of the Department representative and made part of the hearing record.

Rule 6.11

The complaint determination shall be binding upon the parties unless appealed as provided in these Rules.

PART 7.

DEFERRED PAYMENT

Rule 7.1

- (a) If the customer claims inability to pay an outstanding bill in full, the Company shall inform the customer of the Company's policies with respect to deferred payment agreements.
- (b) A deferred payment agreement shall be in writing and signed by the customer or his or her representative and

Rule 7.1
(cont'd)

- (b) A deferred payment agreement shall be in writing and signed by the customer or his or her representative and a Company representative authorized to enter into the agreement. An agreement reached by telephone shall be confirmed by the Company in writing and mailed to the customer with instructions to sign a confirming copy and return it in a prepaid, self-addressed envelope as provided.

Rule 7.2 A deferred payment agreement may not include a finance charge.

Rule 7.3 If the parties cannot agree to a deferred payment plan, the Company shall notify the customer of his or her right to request a Department hearing on the matter, and service may not be discontinued, except as provided in Part 5 hereof. Either party may request a hearing at the Department as provided in Part 6 hereof. The Department shall have the authority to establish between the parties a binding deferred payment agreement containing reasonable conditions. For purposes of determining conditions under this Rule, the Department shall consider:

- (a) The size of the account;
- (b) The customer's ability to pay;
- (c) The customer's payment history;
- (d) The time the debt has been outstanding;
- (e) The reasons why the debt has been outstanding;
and
- (f) Any other relevant factors concerning the circumstances of the customer.

Notwithstanding any other provision of this Rule, the Department shall establish a deferred payment agreement only if (a) the customer demonstrates that he or she is faced with financial hardship; (b) no other such agreement between the parties is outstanding; and (c) the customer agrees to pay all other bills from the Company as they become due; provided, however, the Department or the parties may

Rule 7.3
(cont'd)

reconsider a previous agreement because of changed circumstances or information which was not reasonably available at the time the agreement was reached. In no event shall the Department establish a deferred payment agreement providing for payments, which extend for a period exceeding eight months.

Rule 7.4

The Company may discontinue service to any customer due to the customer's failure substantially to comply with the terms and conditions of a deferred payment agreement. Said right shall arise, however, only after the Company gives the customer five days' written notice of the proposed discontinuance and the reasons therefor.

In the last day of the notice period required by this Rule 7.4 falls upon a day on which the postal service does not deliver mail, then that notice period shall be extended through the next day on which mail is delivered.

PART 8.

TELEPHONE SERVICE OF ELDERLY PERSONS

Rule 8.1

Identifying Elderly Persons. Within thirty days after the effective date of these Rules, the Company shall devise procedures reasonably designed to identify, before discontinuance of service for nonpayment, accounts affecting households in which all adult residents are sixty-five years of age or older. Such procedures shall be submitted by the Company in writing to the Department for approval.

A customer may request the protection afforded by this Part 8 by submitting to the Company, on a form supplied by the Company, the account number, service address and the name and date of birth of each adult resident of the household. Such forms shall be sent to all customers annually.

If a customer in a household in which all adult residents are sixty-five years of age or older desires, the Company shall provide to a third person designated by such customer notices pertaining to discontinuance of service and removal of account. In no event shall the third person so notified be liable for the bills of the customer.

Rule 8.2

Notification. Upon receipt of the form described in Rule 8.1 hereof, the Company shall verify the information and immediately identify the account. The Company shall then send to the household, in the name of the customer, the following notification:

We have noted on our records that all adults residing in your household are 65 years of age or older.

This means that, for as long as this situation exists, the Telephone Company will not discontinue your service for failure to pay a past due bill without the approval of the Massachusetts Department of Public Utilities. If you cannot pay your bill all at once, you may be able to work out a deferred payment arrangement with the Company. You have a right to a hearing before discontinuance.

If you have any questions or want further information, call the Company at the Business Office number shown on your bill or contact:

CONSUMER DIVISION
DEPARTMENT OF PUBLIC UTILITIES
One South Station
Boston, Massachusetts 02202

Telephone: (617) 727-3531 or 1.800.393.6066

Rule 8.3

Application for Approval to Discontinue Service The Company may discontinue service to a household in which all adult residents are sixty-five years of age or older only after it first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notices to the adult residents of such household, any third person designated pursuant to Rule 8.1 hereof and the Department of Elder

Rule 8.3
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Affairs (or any agency designated by the Department of Elder Affairs for such purposes). Such written notice shall state that an application for approval to discontinue service has been filed with the Department and shall explain the provisions for a Department Investigation of the matter pursuant to Rule 8.4 hereof.

The notices required by this Rule 8.3 shall include the information set forth in the notice required by Rule 8.2 hereof and shall be in such form as shall be approved by the Department prior to its use.

Rule 8.4

Investigation and Hearing. Upon receipt of an application for approval to discontinue service in accordance with Rule 8.3 hereof, the Department shall verify that the household qualifies under Rule 8.1 hereof. The Department shall not approve an application for discontinuance of service to a household in which all adult residents are sixty-five years of age or older unless the following facts have been established in the course of an investigation:

- (a) The adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof and the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) have received proper notice of the application for approval of discontinuance pursuant to these Rules.
- (b) The Company has in good faith attempted to secure payment by reasonable means other than discontinuance.
- (c) The Company has not refused to accept any payment arrangement which is just and equitable.

The scope of the investigation need not be limited to the issues cited above but may include any matters relating to a billing dispute brought to the Department's attention.

In appropriate cases, the Department may hold a hearing as part of the investigation. However, such investigation need not include a

Rule 8.4
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hearing unless one is requested by an adult resident of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or by the Company. If a hearing is held as part of the investigation, it shall be conducted before a Department representative but shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws.

The Department shall notify the adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) and the Company of the results of the investigation and of their right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

Within seven days of being so notified, the adult residents of the affected household, any third party designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or the Company may request a hearing under Chapter 30A of the General Laws. If such a hearing is requested, no discontinuance of service may occur until the proceeding has been concluded and a final order entered.

PART 9. ADOPTION OF ADDITIONAL PRACTICES

Rule 9.1 The Company may adopt such other reasonable practices governing its relations with customers as are necessary and appropriate and consistent with these Rules. The Company shall file a copy of such practices, including all revisions thereto, with the Department of Public Utilities.

