

Qwest Corporation

WN U-40
EXCHANGE AND
NETWORK SERVICES
WASHINGTON

SECTION 2
1st Revised Sheet 21
Cancels Original Sheet 21

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

(D)

Usage Package

Varying blocks of measured local usage priced at a fixed rate. Usage in excess of that provided in the package selected is billed on a per minute basis.

Washington Telephone Assistance Program (WTAP)

The WTAP is designed to help low income households afford access to local exchange telephone service. The program is only available to customers who meet eligibility requirements established by statute.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE

A. General

1. The Company may require an applicant to sign an application form furnished by the Company, and to establish credit as provided in these General Regulations, as conditions prior to the establishment of service.
2. The Company will accept oral or written application from a customer for addition to or changes in the existing service.
3. An application is merely a request for service, and does not bind the Company to serve, except under reasonable conditions, nor does it bind the applicant to take service.

B. Cancellations and Deferments[1]

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 business day grace period. If after 30 business days the customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for 5 or more analog or digital exchange access lines, or 1 or more DS1 facilities with common equipment, such as Digital Switched Service, ISDN Primary Rate Service, Integrated T-1 Service, or Uniform Access Solution Service.

[1] Customer orders taken prior to the effective date of this tariff are not impacted by this tariff change.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE (CONT'D)

C. Use of Service

1. The customer shall not permit the public use of service furnished for private use.

Service furnished by the Company is intended only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. This prohibition shall not apply to hotel/motel manual or dial PBX service, to a composite data service vendor in the provision of composite data service to its patrons, to a communications common carrier in the provision of public telegram message service or overseas data message service or to customers of PAL service.

2. If it is found that the customer is permitting public use of service furnished for private use, the Company will provide PAL Service. If the customer consents to the relocation of the facilities so they are inaccessible to the public or permits no further public use after the matter has been called to the customer's attention, a change will not be required. When a change is required, no charge will be made for the relocation of the telephone instrument.
3. If it is found that the customer is sharing the use of business service with an individual, other than an employee, member or officer of the customer's concern, or with another concern not of record as a joint user, the Company will require the customer to take Joint User service. Joint User service will not be required if the customer permits no further joint use of the service after the matter is called to the customer's attention or where the joint user vacates the customer's premises or becomes a customer to business service in the same exchange.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE (CONT'D)

D. Refusal of Service

The Company may refuse service under the following conditions:

1. When the connection or service will adversely affect the service of existing customers.
2. When the applicant has not complied with state, county, or municipal codes and/or regulations, Washington Utilities and Transportation Commission rules, Company Tariffs or Catalogs concerning such service.
3. If the Company judges the installation to be hazardous or that satisfactory service cannot be provided.
4. If the Company is unable to substantiate the identity of the individual requesting service.
5. If the Company or the applicant cannot secure all necessary rights-of-way, easements and permits.

(T)

An applicant is responsible for obtaining all necessary rights-of-way or easements on private property, including private roads and driveways.

6. When the applicant or customer has an unpaid, past due bill with the Company. This must be the same class of service. It may be at the same or a different location within the State of Washington.

Service may be refused until this bill is paid or satisfactory arrangements are made.

The Company will allow on an initial occurrence and then once every five years from the most recent use of the option the applicant or customer an option of paying a prior obligation over not less than a six month period.

If any of these payments are not made, service may be discontinued. This is covered in the Commission's Rules and Regulations, WAC 480-120-172(3)(T) and WAC 480-120-174(1). Also see 2.2.9.A.

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE

D. Refusal of Service (Cont'd)

7. When it is known that a former customer, residing at the same address, has an unpaid, overdue bill from the Company. This bill must be for the same class of service, at the same address.

(T)(M)

Service may be refused or denied until the bill is paid or satisfactory arrangements are made.

(M)

8. For non-payment of a deposit, as required in 2.3.3. However, local service will not be withheld pending payment of deposit or advanced payment for ancillary services.

(N)

(N)

9. If service has been obtained or retained by fraudulent means. This may include, but not be limited to the following:

(T)

- False statements of credit references or employment.
- False statements of premises address.
- Use of an alias or false name with intent to deceive.
- Rotation of service among roommates, or persons living together, for the purpose of avoiding debt.
- Any other similar fraudulent devices.

10. Legal Requirements

(T)

The Company shall refuse to establish service for any applicant and it shall discontinue and disconnect service to a customer, whenever it has reasonable cause to believe that the use made or to be made of the service, or the furnishing of service to the premises of the applicant or customer is prohibited under any law, ordinance, regulation, or other legal requirement, or is being or is to be used as an instrumentality, directly or indirectly, to violate or to aid and abet the violation of the law.

A written notice to the Company from any official charged with the enforcement of the law stating that such service is being used or will be used as an instrumentality to violate or to aid and abet the violation of the law is sufficient to constitute such reasonable cause.

(M) Material moved from Sheet 24.

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE

D.10. (Cont'd)

(T)

If, in reliance on said notice as constituting such reasonable cause, the Company shall deny or disconnect such service, and if thereafter the Company shall receive from the same law enforcement official, or his successor, a written notice stating that said official approves, without qualification, the establishment or reestablishment of service to such applicant or former customer, as the case may be, then such latter notice shall be sufficient to constitute reasonable cause for the Company to believe that such service, if established or reestablished, would not be prohibited under any law or other legal requirement and would not be used as an instrumentality to violate or to aid and abet the violation of the law, and the Company may proceed to render such service; in all other cases the Company shall not establish or reestablish such service without being ordered or authorized to do so by the Washington Utilities and Transportation Commission (WUTC).

E. Transfer of Service Between Customers (Supersedure)

1. An applicant who qualifies for the immediate establishment of service may supersede to the service of a customer discontinuing that service provided:
 - The applicant takes service on the premises where that service is being rendered.
 - Where an arrangement, acceptable to the Company, is made to pay outstanding charges against the service.
2. A written notice signed by the applicant and/or the outgoing customer may be required by the Company.
3. Charge

NONRECURRING CHARGE

- Transfer of service between customers \$15.00

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.2 OBLIGATION TO FURNISH SERVICE

A. General

Exchange service is available through facilities owned and maintained according to the Company's standards and, in multiple office exchanges, is operated from the central office designated by the Company.

The Company's obligation to furnish or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

B. Customer Service Guarantee Programs

The Company is committed to providing service in accordance with our customer's expectations. When service cannot be provided as expected by our customers, the Company provides for alternative remedies as well as customer bill credits. Following is a description of the Company's customer service guarantee programs.

1. Guaranteed Appointments and Commitments

The Customer Service Guarantee is designed to grant customers a credit if the Company fails to keep a Guaranteed Appointment or Guaranteed Commitment. A Guaranteed Appointment is considered kept if: 1) the Company representative arrives by the agreed upon date even if the service is completed at a later date, or 2) if the Company notifies the customer the day following the day the order was placed that it will be unable to meet the due date due to a lack of available facilities and a new appointment must be made.

(C)

Terms and Conditions for Guaranteed Appointments and Commitments are:

a. Service Types

Guaranteed Appointments and Guaranteed Commitments will be offered for the following service types:

- Reconnect Existing Exchange Service: Reconnect an existing service following move-out/move-in or disconnection for non-payment.

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2.2.2 OBLIGATION TO FURNISH SERVICE

B.1.a. (Cont'd)

- Connect Permanent Service: Connect a new permanent service.
 - Repair of existing exchange service when a customer is unable to receive and/or place a telephone call. (C)
- b. Guaranteed Appointment
- A Guaranteed Appointment is a mutually agreed upon appointment for a given day between a customer and the Company for a service to be provided which requires the customer to be present. The Company shall offer Guaranteed Appointments for the Service Types in 1.a. above, if the service to be provided requires the customer to be present.
 - The Company will not make firm service date agreements during labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts.) or adverse events beyond the Company's control.
- c. Guaranteed Commitments
- The Company will offer Guaranteed Commitments when the service to be provided does not require the customer to be present. A Guaranteed Commitment is a mutually agreed upon commitment between a customer and the Company to provide service on or before a specific date.
- d. Credit Exceptions
- Credit is not applicable to: Missed commitments or missed appointments due to customer reasons or that are a result of significant adverse events such as natural disasters or circumstances beyond the control of the Company. These include, but are not limited to, acts of God, wars, revolution, civil commotion, acts of public enemy, or labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts) that occur within such a proximity of the due date that the Company could not reasonably notify the customer nor perform the necessary service. Such example is a storm or other catastrophe that has caused a large number of customers to lose telecommunications services and/or similar utility type service. (C)
(C)
(T)

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 OBLIGATION TO FURNISH SERVICE

B.1.d. (Cont'd)

- A credit is not applicable if the customer reschedules the appointment or is not available at the time of the appointment and that unavailability prevents the completion of the scheduled work.

e. Credit for missed Guaranteed Appointment or Guaranteed Commitment

- (1) The credit will be applied automatically to the customer's account for failure to keep a Guaranteed Appointment or Guaranteed Commitment if the customer requests installation of a new or subsequent service or repair that is not completed as agreed for Company reasons, subject to the conditions in d., above.

CREDIT

- Credit for missed Guaranteed Appointment or Guaranteed Commitment
 - Residence-class
 - Business-class

\$25.00
50.00

(T)

- (2) Each credit shall be limited to the amount specified above for each service order or trouble report.

2. Delayed Primary Basic Exchange Alternative

Primary basic exchange service is defined as the first residential line or first two business lines at a given location (address). If the Company is unable to provide primary basic exchange service (service) within five business days of the due date, and the reason for the delay is caused by the Company, the Company will:

- Credit the monthly recurring charge;
- Credit the nonrecurring charge,
- Assign a telephone number,
- Provide a Directory Listing and,
- Remote Call Forwarding and,
- Voice Messaging Service.

(N)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

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2.2.2 OBLIGATION TO FURNISH SERVICE

B. Customer Service Guarantee Programs (Cont'd)

3. Allowance For Service Interruptions

- a. Customers who have an out-of-service condition (no dial tone) on their lines that is not cleared within two working days (excluding Sundays and holidays) will receive a credit of \$5.00.
- b. If the out-of-service condition exceeds seven calendar days, the customer will receive a credit equal to their monthly local exchange service rate, including any associated features for the month in which the outage occurred.
- c. These credits do not apply if the out-of-service condition or the Company's inability to clear the condition is due to:
 - Emergency situations
 - Unavoidable catastrophes
 - Force majeure
 - Work Stoppage
 - Inside wiring
 - Customer premises equipment

(C)

(C)

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 OBLIGATION TO FURNISH SERVICE

B. Customer Service Guarantee Programs (Cont'd)

4. Trouble Report Rate Credit

- a. In the event the Company has an exchange with a trouble report rate greater than 4.0 per one hundred access lines for two consecutive months, or four months out of a twelve month period, the customers served by that exchange will receive a credit of \$0.25 per line. The credit will not exceed \$0.25 in any month.
- b. The credits do not apply to trouble reports:
 - Related to customer premises equipment,
 - Extraordinary or abnormal conditions of operation, such as those resulting from emergency or catastrophe,
 - Disruptions of service caused by persons or entities other than the Company.

(N)

(N)

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Reserved for Future Use

(D)
(N)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

Reserved for Future Use

(D)
(N)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.3 60 DAY PRODUCT GUARANTEE

- A. The 60 Day Product Guarantee allows residence customers who are new subscribers to a product(s) to receive a credit for all applicable paid charges if they are not completely satisfied with that product and request disconnection of that product within 60 days of installation.
- B. The 60 Day Product Guarantee does not include and will not apply to the following products and services of the Company:
- Optional Toll Calling Plans
 - Directory Assistance
 - IntraLATA Toll Service
 - Any service, product, or an offering of the Company that is not offered and provided as a local, intrastate service offering provided under and in accordance with this Tariff.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.3 60 DAY PRODUCT GUARANTEE (CONT'D)

C. The 60 Day Product Guarantee does not include and will not apply to charges, taxes, costs and items that are billed by the Company for others or on account of other rules, nor to any product, service, offering or other feature that is not solely provided by the Company, such as but not limited to:

- Customer Access Line Charge (CALC)
- State Assessed Charges (i.e., 911 Surcharges, TRS, WTAP) (C)
- 900 Service
- Toll Service provided by others
- Access Charges, features, or services that are provided as part of or pursuant to an access catalog/tariff.
- Equipment, facilities, telephone sets, instruments or the like provided by another.

D. The 60 Day Product Guarantee does not include and will not apply to any service, feature, product, or offering that is offered, provided, made available, or the subject of a separately negotiated contract, understanding, or agreement.

E. A customer's applicable paid charges may not be returned where the customer has previously ordered the same or similar product(s) or service(s) and canceled such same or similar product or service.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.4 CONSUMER BILL OF RIGHTS

Consistent with the obligations set forth in the Company's tariffs, the Company obligates itself to the following Consumer Bill of Rights.

A. Service Quality

1. Appointments and Commitments

The Company will honor all appointments and commitments made to customers. When a customer orders installation of a new or subsequent service or repair of an existing service, the Company will meet the scheduled date. Should the Company fail to meet its commitment as agreed for Company reasons, in most cases the residential customer is entitled to a \$25.00 credit per service order or repair ticket; the business customer is entitled to \$50.00 credit per service order or repair ticket for being for being inconvenienced. See 2.2.2.B.1.

2. Installation of Primary Basic Local Exchange Service

If the Company cannot complete a customers order for new primary basic exchange service within five business days and the reason for the delay is caused by the Company, the Company will credit monthly recurring and installation charges for basic local service, assign a telephone number and provide a directory listing, Remote Call Forwarding and Voice Messaging Service. See 2.2.2.B.2., Delayed Primary Basic Exchange Alternative.

(C)

3. Service Restoration

All out-of-service conditions (i.e., that prevents the use of the telephone line for purposes of making a call) will be restored within 48 hours excluding those conditions caused by emergency situations, unavoidable catastrophes, and force majeure events. All other reported service interruptions (noise on the line, intermittent static, etc.) will be restored within 72 hours.

The Company will provide a prorated credit when it becomes aware that a customer has been without service for more than 24 hours in a billing month. The amount of prorated credit will be the monthly cost of service divided by thirty, then multiplied by the number of days of portion of days during which service was not provided. See 2.2.2.B.3., Allowance for Service Interruptions.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 CONSUMER BILL OF RIGHTS (CONT'D)

(T)
(D)

B. Customer Service

1. Answer Intervals

Each month, the average time until a live representative answers a call will not exceed 60 seconds from the time the customer selects the option to speak to a live representative. Customers will be connected with a knowledgeable employee who can handle their request.

2. Courtesy

The Company will treat all customers with courtesy and respect. Customers who believe they are mistreated by a Company employee should ask to speak to a supervisor. If a supervisor is unavailable, the customer will be called back promptly by a supervisor.

3. Order Confirmation Number

The Company will provide an order confirmation number to applicants for service unless it is not technically possible in which case it will be provided promptly thereafter. The confirmation number may be the billed telephone number or a unique indicator that will permit applicants for service to track and verify orders.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 CONSUMER BILL OF RIGHTS (CONT'D)

(N)

C. Privacy

The Company will maintain the privacy of information we obtain in the normal course of providing telephone service. As a general policy, the Company does not release confidential or customer specific information to unaffiliated third parties without the customer's agreement. The exception is when third parties are conducting business on behalf of the Company and in those cases such parties are bound by the same commitment the Company has made to its customers.

Exceptions to this policy include, but are not limited to, the release of information for:

- legal and regulatory requirements,
- directory publishing,
- directory assistance and operator services,
- emergency services and
- billing and collection.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 CONSUMER BILL OF RIGHTS

C. Privacy (Cont'd)

(N)

The Company is currently required to provide certain customer information, such as billing name, address, and telephone number to facilitate billing of service to a customer's account when the customer uses a provider other than the Company.

A customer's account information is released to other carriers when they give their permission or when other carriers advise the Company they have the customer's approval to access the information. This most often occurs with respect to a sale of service the other carrier wants to make, or has made. Unless the Company is advised that permission has been granted, the Company does not release the information. If a customer directs the Company in writing to release their account information, the Company will do so and provide that information as directed.

D. Accuracy

The Company wants to make sure the information we utilize to bill our customers is correct. The Company provides bills that are clearly organized. Any new Company charges or changes to the customers' service will be identified. If there are inaccuracies on a customer's bill, the customer may contact the Company to discuss appropriate corrections.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.7 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

A. Number Assignment - Residence

(C)

The assignment of a number to a customer's exchange access service will be made at the discretion of the Company. The customer has no proprietary right in the number and the Company may make such reasonable changes in the telephone number or central office designation as the requirements of the service may demand. For Number Assignments for business customers, see the Exchange and Network Services Catalog.

(C)

(C)

- Change of telephone number initiated by the customer^[1,2]

CHARGE

\$15.00

[1] No charge applies if change is due to annoyance calls.

[2] No charge applies if change is the result of any action of the Company that results in the publication or unauthorized disclosure of a non-published number.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Reasons for Termination

The Company may terminate service to a customer without the customer's permission, (either temporary or complete disconnection) only after adequate notice has been given for one or more of the following reasons:

1. Nonpayment of a delinquent account.

The Company may terminate basic service for nonpayment of basic service charges. The Company may terminate ancillary services for nonpayment of ancillary charges or, if basic service is discontinued. The Company may discontinue interexchange access (toll) for nonpayment of interexchange charges or, if basic service is discontinued.

If the customer or applicant pays the amount due on the similar type of service or makes arrangements satisfactory to the Company for payment of the amount, and meets the payment requirements agreed upon, disconnection may be avoided.

2. Failure to pay advanced payments, deposits or to obtain a satisfactory guarantor or for failure to keep agreed upon payment arrangements. This section does not apply to nonpayment of charges for pay-per-call information services or to disputed third party billed charges.

3. Violation of any rules, statutes, service agreements, filed tariffs or catalogs.

(T)

4. When the Company determines customer-owned equipment will adversely affect the service of other customers.

5. Providing false identification or if the Company is unable to substantiate identity of the person requesting service.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED (CONT'D)

B. Notice Necessary Prior to Termination

When any of the previous conditions exist, the Company may discontinue the customer's service provided the following steps have been taken:

1. The Company will provide a written discontinuation notice to the customer either by mail, or, electronically, if authorized by the customer. Service will not be disconnected prior to the eighth business day following mailing or personal delivery of the notice.
2. In addition to the above notice, before disconnecting service, the Company will make a diligent effort to reach the customer, either by telephone, an electronically issued notice if authorized or mail.
 - (a) If by telephone, at least two attempts will be made. These calls will be made during reasonable calling hours. If an alternate number has been provided, the Company will attempt to reach the customer by calling that number. A record of these calling attempts will be kept showing the number called and the time of the call. Service will not be disconnected until 5:00 p.m. of the next business day after the phone calls or attempts.
 - (b) If the customer has agreed to receive notice in electronic form, service will not be discontinued until 5:00 p.m. of the second business day after the date of delivery.
 - (c) If notice is mailed by the Company, service will not be disconnected sooner than 5:00 p.m. of the third business day after the date of mailing.

This step of notification may be omitted if during the last twelve months, there have been two monthly bills past due to the point that this step has been necessary, and the customer has been notified in writing that such notification will not be attempted in the future in order to advise of disconnection.

(M)

(C)

(M)

(N)

(N)

(M) Material moved from Sheet 36.

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2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

B. Notice Necessary Prior to Termination (Cont'd)

3. After proper notice has been given, if service is not discontinued within ten business days of the proposed termination date, and other arrangements have not been agreed upon, the Company will again send notice advising of a new termination date. (C)

C. Grounds for Termination of Service, Without Prior Notice (D)

The Company may also terminate service without prior notice only if: (C)

1. A condition exists that is hazardous to life, physical safety, or property. (C)
2. The customer is using an illegal connection. (N)
3. The customer is using the service for unlawful purposes. (C)
4. The customer is using the service in a way that adversely affects the service of existing customers. (N)
(N)

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

C. Grounds for Termination of Service, Without Prior Notice (Cont'd)

5. The customer is tampering with the Company's property. (C)
6. The service was obtained or is used fraudulently or without the authorization of the Company. (T)

In the case of fraud, if the customer makes immediate payment of the estimated amount of service fraudulently used, plus all costs resulting from this usage, service may be continued. This continuance of service will be subject to any applicable deposit requirements.

If a second offense of fraud is detected, the Company may refuse to restore service for a period of five years from the date of the second disconnection, subject to petition by the customer to the Commission for an order requiring restoration of service based on good cause. (C)
(C)

This rule shall not be interpreted as relieving the customer, or other person, of civil responsibility or criminal liability.

7. If the customer vacates the premises without advising the Company of intent to vacate. (T)
8. For failure to keep agreed upon payment arrangements in response to a disconnection notice or, paid a past due balance in response to a disconnect notice with a check or electronic payment that was not honored by the bank or other financial institution. (N)
(N)

D. Medical Facilities

Where service is provided to a medical care facility, including hospitals, medical clinics with resident patients, or nursing homes, notice of pending termination will be provided to the Secretary, Washington State Department of Social and Health Services, as well as to the customer. Upon request from the Secretary or designee, a delay in termination of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary to protect the interests of resident patients. (T)
(T)

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E. Restrictions on Termination

1. Except in case of danger to life or property, service will not be terminated in any of the following circumstances:

- On any day or the day after that the Company is not fully staffed to discuss discontinuation and reestablishment of service. (C)

(C)

- On any legal holiday. (D)

(D)

2. When the Company has reasonable grounds to believe service is to other than the customer-of-record, notice of disconnection will be given the occupant of the premises. However, if the current user of the service requests continued service, a minimum of five business days will be granted for the user to arrange for continued service. (T)

(T)

3. Service may not be disconnected or restricted while a customer is pursuing any remedy or appeal provided for in these rules, if any amount not in dispute is paid when due. (C)

(C)

The Company will advise the customer of this fact upon referral of a complaint to a Company supervisor or to the Commission.

4. See 2.2.15, following. (T)

(T)

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED (CONT'D)

F. Notices

1. To the Customer or Applicant

a. Any notice the Company gives to an applicant or a customer may be given to the applicant, customer or authorized representative orally or by written notice, except as provided in 2.2.9.B. This may be delivered at the applicant's or customer's address, as noted on Company records, or properly deposited in any United States Post Office, in the territory served by the Company, with postage prepaid. If mailed, the notice must be addressed to the applicant or customer at the address specified in the application for telephone service, or at any other address given by the applicant or customer to the Company.

(T)
(C)

b. Notices of pending disconnection will include a disconnection date that is not less than eight business days after the date the notice is mailed, the amount owing that is subject to disconnection and detail procedures that relate to the cause and effect of the notice. Notices will include information to enable the customer to contact the Company to resolve any differences.

(C)
|
(C)

2. To the Company

Any notice from any applicant or customer to the Company may be given orally by the applicant or customer, or authorized representative, at the Company's business office or by written notice properly addressed and mailed to the Company.

G. Full Toll Denial

Company facilities will be capable of blocking alternately billed calls (e.g., Calling Card, 3rd number billing, collect). When a customer fails to pay outstanding charges billed by the Company for MTS calls, including MTS provided by the Company and interexchange carriers (e.g., 0+, 0-), all MTS service may be denied (Full Toll Denial), where Company facilities are capable of providing Full Toll Denial.

(C)

When a customer fails to pay outstanding charges billed by the Company for MTS calls, including MTS provided by the Company and interexchange carriers, but excluding 900-type services, all MTS service (e.g., 0+, 1+ including 900-type services, 0-, 10XXX) may be denied (Full Toll Denial), where Company facilities are capable of providing Full Toll Denial.

(C)