

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities furnished within the State of Illinois by Cambridge Telcom Services, Inc., hereinafter referred to as the Company, subject to the jurisdiction of the Illinois Commerce Commission.

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

Failure on the part of the subscribers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific Tariff sections, the rate, rule, regulation or provision contained in the specific Tariff sections shall prevail. In the event of a conflict between any rate, rule, regulation or provision contained in this Tariff and any rate, rule, regulation or provision contained in Title 83, Chapter I, Subchapter f, Part 735 of the Illinois Administrative Code, the rate, rule, regulation or provision contained in the Illinois Administrative Code shall prevail.

In accordance with the decision of the Federal Communications Commission in the Second Computer Inquiry, the rates and regulations (excluding coin telephones) provided by the Company apply only to such equipment considered to be in the Company's inventory prior to January 1, 1983.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

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CHIEF CLERK'S OFFICE

Issued: 10/03/97

Effective: 10/09/97

Issued by: Alan C. Anderson, General Manager
111 East First Street
Geneseo, Illinois 61254

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Company

A. Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

B. Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to subscriber negligence, if the interruption continues for more than twelve hours from the time it is reported to or detected by the Company. The allowance will be the prorated portion of the monthly rate for the service made inoperative, and will be accomplished by a credit on a subsequent bill for service. The credit will be for a minimum of the amount for 24 hours of service.

C. Directory Errors and Omissions

The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Company. In the case of additional or extra listings for which a charge is made, the Company's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

D. Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these tariffs.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Company (Continued)

E. Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition in which it was found prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

F. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities. Where damage or destruction of its facilities is due to the acts or omissions of the subscriber, the Company will be reimbursed by the subscriber for any such damage. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

Access to subscriber's premises at any reasonable hour will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

G. Adjustment of Charges

In case of overbilling, a refund will be made by the Company for the amount of excess charges with interest from the date of the overpayment by the subscriber.

The rate of interest will be the rate required to be paid on deposits.

The refund will be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final or if requested by the subscriber.

H. Liability of Company

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 36 hours after notification has been made.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Company (Continued)

H. Liability of Company (Continued)

2. The customer indemnifies and saves the Company harmless against the following:

- (a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- (b) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities (demarcation point and drop) on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
- (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (e) Liability for failure to provide service.
- (f) Liability for telephone directories except as outlined in Section 3.3.C.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities

A. Provision of Equipment

1. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.
2. As mandated by the F.C.C. and the Illinois Commerce Commission, the Company will not install or maintain Inside Wire on a regulated basis after January 1, 1987.
3. Equipment not owned by the Company may be attached to the facilities of the Company as provided in Section 3.4.B. In case unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.
4. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company (such as a device to obtain quietness or privacy), provided any such device so used does not:
 - a. Endanger the safety of Company employees or the public.
 - b. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
 - c. Interfere with the proper functioning of such equipment or facilities.
 - d. Impair the operation of the communication system.
 - e. Otherwise injure the public in its use of the Company's services.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Customer Provided Equipment and Inside Wire

1. Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.
2. Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.
3. The General Regulations contained in Section 3 of this Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.
4. Responsibility of the Customer
 - a. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
 - b. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
 - c. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
 - d. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Customer Provided Equipment and Inside Wire (Continued)

4. Responsibility of the Customer (Continued)

- e. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
 - (1) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
 - (2) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
 - (3) Nonpublished telephone service will not be furnished for use with recorded public announcements.
 - (4) Failure to comply with the provisions of this Tariff shall be cause for termination of the service.
- f. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Customer Provided Equipment and Inside Wire (Continued)

5. Responsibility of the Company

- a. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures which might affect customer-provided equipment or systems.
- b. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

C. Use of Subscriber Service

Local exchange telephone service, as distinguished from payphone service, is furnished only for the use by the subscriber, his/her family, and associates. The Company may refuse to install such service, or permit such service to remain on the subscriber premises, if the service is able to be used such that it is of a payphone nature.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

D. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

1. The use of service or facilities of the Company in such a manner as to interfere with the service of one or more other telephone users.
2. Tampering with or rearranging Company equipment or facilities, or engaging in any fraudulent activity whatsoever, for the purpose of obtaining service without payment of any portion of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
3. The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service

A. Applications for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable tariffs

The subscriber may be required to pay in advance all charges including applicable Customer Activity Charges for the first billing period. Federal, State or municipal governmental agencies may not be required to make advance payments.

Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required.

A move within the exchange area is not considered a means to terminate the contract and orders for such may be made verbally.

Any change in rates, rules or regulations prescribed by the Illinois Commerce Commission shall act as a modification of the contract to that extent, without further notice.

B. Furnishing of Service to Business Customers

Business rates apply to customers conducting business in the following locations:

1. Offices, stores, factories and all other places of a strictly business nature.
2. In boarding houses, offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges (excluding dormitory rooms at such schools or colleges), hospitals, libraries, churches, and other similar institutions (except as noted in X.XX)

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3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

B. Furnishing of Service to Business Customers (Continued)

3. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, or when such business use does not occur or pass over to residence phones during times when businesses are ordinarily closed.
4. Where the place of business and the residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
5. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business
6. At any location where the listing of service at that location indicates a business, trade or profession, except as specified in 3.5 C. below.

C. Furnishing of Service to Residence Customers

Residence rates apply to customers at the following locations:

1. In private residences where business listings are not provided.
2. In private apartments of hotels, rooming houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

C. Furnishing of Service to Residence Customers (Continued)

3. In residence of a clergyman, and in the place of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. If listings of firms or partnerships, or additional listings of persons not residing in the same household are desired, business rates apply.
4. Churches, hospitals and other charitable institutions not receiving monies by public taxation or from charges for their services take residence rates for individual line service.

D. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change. A subscriber may request a telephone number change and if feasible the change will be made at the rate following as described in Section 5.2 and listed in Section 20.2.

E. Alterations

The subscriber agrees to notify the Company promptly of any alterations or new construction on subscriber premises which will necessitate changes in the Company's wiring and equipment; and the subscriber agrees to pay the Company's current charges for such changes.

Payment for Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained in this tariff. The subscriber is responsible for all charges for service rendered at his telephone, including collect charges.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

G. Line Extensions

Lines will be extended for permanent customers in accordance with the guidelines established in Section 6.8.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way parallel to the public highway.

H. Unusual Installation Costs

When special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay such costs pursuant to Section 8 of this Tariff.

3.6 Telephone Directories

The Company will furnish to each subscriber an alphabetically arranged list of the names of all subscribers of the Local Exchange at least once each year. Extra name listings of subscribers will be furnished when desired by any subscriber, or listings will be handled on a nonpublished basis or nonlisted basis (see Section 6-6 following) if requested. Such alphabetically arranged lists shall constitute the Company's telephone directory.

The directory will remain the property of the Company, furnished to expedite service, and may be taken up by the Company at the termination of the contract for service or when new directories are issued. The Company will furnish to its subscribers, without charge, only such directories as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.

3.7 Establishment and Maintenance of Credit

A. Establishment of Credit for Service

The Company is not obligated to furnish or continue to furnish service to any individual or business that owes for the same class of service furnished by the Company previously rendered at the same or a different address until arrangements have been made for payment in full of such previous indebtedness to the Company.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

A. Establishment of Credit for Service (Continued)

In order to ensure that payment is made for all charges due for its service, the Company may require an applicant for service to establish and maintain credit in one of the following ways:

1. The applicant can establish that he had a previous service account with a telephone utility for a period of at least twelve (12) months for which the payment record was satisfactory and for which all undisputed charges were satisfactorily paid.
2. If the applicant does not have verifiable service, or if the applicant had previous service for less than one year, the applicant would be required to meet at least two of the following criteria to establish credit:
 - Has a valid major national charge card
 - Has a valid major national oil charge card
 - Home ownership
 - Has been employed two years or more with the current employer
 - Has a checking account
 - Has a savings account
 - Age of 50 years or more
3. If the applicant cannot establish credit as indicated above, the Company can require a deposit prior to the establishment of telephone service.

B. Deposits

A deposit may be required from applicants for service or from existing customers. The following regulations apply to deposits:

1. The amount of a deposit shall not exceed estimated service charges for two (2) months for residential service, and four (4) months for business service. The estimated charges for customers shall be based on the average monthly billing for the past six months, or for applicants for service, the average monthly bill for that class and type of service.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

B. Deposits (Continued)

2. The Company may require a deposit or guarantee from an existing customer as a condition of continued service if, during the first twelve (12) months that the customer receives service, the customer pays late four times or has service discontinued for nonpayment two times.
3. The Company may request a deposit from any customer after the first twelve (12) months that the customer has received service if the customer has had service discontinued two times in a twelve (12) month period, or if the Company provides evidence that the customer used a device or scheme to obtain service without payment. The Company may also request a deposit from any nonresidential customer after the first twelve (12) months the customer has received service if the customer pays late at least six times during any twelve (12) month period.
4. The Company may request that a maximum of one-third of the requested deposit amount be paid within twelve (12) days after the request for the deposit. An applicant may be requested to pay no more than one-third of the deposit amount prior to the establishment of service. The Company shall allow the balance of the deposit to be paid in two (2) equal monthly installments.
5. Deposits plus interest shall be automatically refunded after being held for twelve (12) months as long as the customer has paid any past due bill owed to the Company, service has not been discontinued for nonpayment, the customer has not paid late four times, or the customer has not used a device or scheme to obtain service without payment.
6. The deposit shall be credited with accrued interest to the charges stated on the final bill and the remaining balance, if any, shall be returned to the subscriber within thirty (30) days after the termination of service.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

B. Deposits (Continued)

7. Interest will be paid on all deposits held by the Company. The interest rate shall equal the rate existing for one year United States treasury bills at that point in time when the determination of the interest rate is made by the Commission. The interest rate will be rounded to the nearest one-half of one percent. Simple interest will be computed from the date of payment of the deposit, and will be credited annually upon the account of the customer until discontinuance of service, or upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.

C. Guarantee in Lieu of Deposit

In lieu of a deposit the Company may accept a written guarantee of a responsible party. A current customer of the same Company with at least twelve (12) months service which has not been discontinued for non-payment during the most recent twelve (12) months qualifies as a responsible party.

The guarantee must be in writing, stating the terms of the guarantee, including the maximum amount guaranteed, and that the Company will not hold the Guarantor liable for sums in excess of that amount. The Company will be the sole judge as to whether the written guarantee is acceptable.

The guarantee will remain in full force and effect until thirty (30) days after receipt by the Company of a written notice of cancellation of this agreement from the Guarantor. However, the Company is not obligated to release the Guarantor from the obligation if the Company has reason to believe that the customer has used a device or scheme to obtain service without payment, and has so notified the customer.

The guarantee shall be limited to an amount not to exceed the cash deposit which would have been charged to the customer provided for in these tariffs.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

C. Guarantee in Lieu of Deposit (Continued)

A guarantor shall be released from their obligation when the applicable customer has had service for twelve (12) months as long as the customer has paid all undisputed charges for the last twelve (12) billing periods, service has not been discontinued for non-payment, the customer has not paid late more than four (4) times, or the Company has not provided evidence that the customer used a device or scheme to obtain service without payment.

The Company will agree to accept a Surety Bond in lieu of a cash deposit, provided that such Surety Bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.

D. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payments of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of the service for non-payment of any sums due the Company for service rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure a payment of such bills or has furnished the Company with a guarantee in writing of such bills.

E. Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit.

Each customer posting a deposit shall receive in writing at the time of posting or within ten days from that date, a receipt which contains the following information:

1. Name of customer.
2. Address where the service for which the deposit is required will be provided.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

E. Records of Deposits (Continued)

3. Serial number
4. Type of service
5. Date when the deposit was received.
6. Rate of interest on the deposit.
7. Amount of deposit
8. The Company's name
9. A statement of conditions under which the deposit will be refunded..

F. Discontinuance of Service

Service may be discontinued for failure to establish or maintain credit as authorized above, no sooner than eight (8) days after the Company has served or mailed notice requiring the subscriber to comply with credit regulations.

G. Service Reconnection Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a service reconnection charge as discussed in Section 5.2(F) and listed in Section 20.2(F) will apply, and will be collected by the Company.

3.8 Customer Billing

A. General

Bills for telephone service are issued monthly, and are due when rendered. Generally, monthly recurring charges are billed in advance, while toll charges are billed in arrears. The Company shall render a bill during each billing period except when there is a zero balance.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8 Customer Billing (Continued)

A. General (Continued)

Customer is responsible for all charges in conjunction with services furnished to him including collect toll messages which have been accepted at the customer's telephone. Failure to receive a bill does not relieve the subscriber of the responsibility for payment for telephone service.

Charges for business service shall not be transferred to a bill for residential service, nor shall charges for residential service be transferred to a bill for business service.

Customer bills must be issued by the Company within one year of the date the service was provided. No customer shall be liable for charges after one year.

Subscribers shall have twenty-one (21) days from the date of the postmark on the bill to pay the charges stated thereon. Payment shall be made at the office of the Company, an authorized collection agency, or by mail. The Company may assess a late payment charge for payments made after twenty-one (21) days.

Checks presented in payment for services and subsequently returned to the Company by the customer's bank, savings institution, or other eligible institution for "Not Sufficient Funds (NSF)", per customer, will be charged \$25.00 per check. Checks include those returned with any of the following instructions: not sufficient funds, uncollectible funds, account closed, or account frozen. Upon receipt of two (2) NSF checks, within a twelve month period of time, a customer will be required to make payment for service in one of the following ways: U.S. currency, cashier's check or money order, U.S. Postal Service money orders, or an instrument denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the company. The customer will be advised in writing of the restriction and of the various options available in paying by "cash".

In the event that charges on a customer bill issued by the Company are later found to be incorrect, the Company shall refund the amount of the overcharges with interest from the date of overpayment by the customer. The rate of interest shall be the same as the rate paid on deposits stated in Section 3.7(B)(7).

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8. Customer Billing (Continued)

B. Special Toll Bills

If a customer accumulates toll charges in excess of 175 percent of the average of the past three months' toll bill or an average toll bill for the same class of service, the Company may render a special toll bill. Such bills will be due ten (10) days from the issuing date of the bill.

The Company may render a special toll bill only during the first twenty-four (24) months of that customer's telephone service.

C. Customer Bill Format

All bills for residential and single-line business customers shall contain an itemization of charges. Itemization of every monthly billing shall include, but not be limited to:

1. Exchange access (basic local service) as requested by customer;
2. Local service;
3. Extended area service;
4. Equipment;
5. Enhanced and other local services;
6. The period of time for which the local service and equipment charges apply;
7. If a local exchange company has assumed responsibility of collection for toll calls, it shall include an itemization of all toll calls charged to the account including, but not limited to the date and time of the call, the rate which applied to the call, the length of the call in minutes, the destination of the call, or point of origin for collect and/or third party calls;
8. The phone number of the appropriate company business office;
9. The due date of the bill; and
10. A separate listing of additional charges due to state messages tax, municipal messages tax, municipal consumer tax, and federal excise tax.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service

A. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the subscriber pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

B. Termination of Service By The Company

1. Service may be discontinued for any of the following reasons:
 - a. Nonpayment of an undisputed past due charge.
 - b. Failure to make or increase a required deposit or guarantee.
 - c. Unauthorized use of the Company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
 - d. Failure to substantially comply with the terms of a settlement agreement.
 - e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment.
 - f. Material misrepresentation of identity in obtaining service from the Company.
 - g. For noncompliance with an FCC or State Commission order.
 - h. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Company or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service (Continued)

B. Termination of Service By The Company (Continued)

2. The failure to pay charges not subject to the Illinois Commerce Commission or Federal Communications Commission's jurisdiction shall not constitute cause for discontinuance of service except as indicated in 3.9(B)(1)(h) above.

C. Termination of Service - Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services which required installation of line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period.

Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service (Continued)

D. Procedures for Discontinuance of Service

1. The Company may discontinue service to a subscriber only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five days after delivery of this notice, or eight days after the postmark date on a mailed notice.
2. In addition to the written notice, the Company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it. The Company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the subscriber.
3. Services will not be discontinued for a past due bill after 12:00 noon on Friday, or on Saturday, Sunday, legal holiday recognized by the state, or on any day when the Company's offices are not open for business. Services may be discontinued on normal business days between 8:00 a.m. and 2:00 p.m. unless the Company is prepared to restore service within three hours after receipt of payment, at the standard restoral charge, if any.
4. Until at least 5:00 p.m. on business days, the Company will have personnel available that are authorized to reconnect service if the conditions cited for discontinuance are corrected, and any restoral charge specified in this Tariff is paid.
5. Discontinuance of service shall be postponed for a time not in excess of thirty (30) days from the date of written certification by a licensed physician that discontinuance of service will create or aggravate a medical emergency for the subscriber or a permanent resident in the subscriber's household. Initial certification will prohibit discontinuance for thirty (30) days. Certification may be renewed for one additional thirty (30) day period. If the certificate is not renewed, the Company may initiate discontinuance procedures. In the event service is discontinued within ten (10) days prior to certification, service will be restored if the proper certification is then made in accordance with the provisions stated above.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.10 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

3.11 Connection of Automatic Dialing-Announcing Devices

An automatic dialing-announcing device is any automatic equipment used for solicitation which includes storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called, and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing-announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.12 Basic Local Exchange Service Quality Standards

- A. Basic local exchange service is defined as residential and business lines used for local exchange telecommunications service as defined in Section 13-204 of the Public Utilities Act excluding: 1) Services that employ advanced telecommunications capability as defined in Section 706(c)(1) of the Telecommunications Act of 1996; 2) Vertical services; 3) Company official lines; and 4) Records work only.
- B. Basic local exchange service installation includes all installation and move orders of residential and business lines, including orders for additional lines, and shall exclude orders for the following: 1) Services that employ advanced telecommunications capability as defined in Section 706(c)(1) of the Telecommunications Act of 1996, and special services; 2) Vertical services; 3) Company official lines; 4) Records work only; 5) Orders impacted by the customer including hold for payment, customer will advise, customer requested later due date, and no access.
- C. The Company shall install basic local exchange service within 5 business days after receipt of an order from the customer unless the customer requests an installation date that is beyond 5 business days after placing the order for basic service. If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested. Receipt of an order is defined, for purposes of computing the 5 day period, as the time when the service order process with the customer is completed resulting in a completed written service order which is provided to Company installation personnel.
- D. The Company shall restore basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service, including those service disruptions that occur when a customer switches existing basic local exchange service from one carrier to another.
- E. The Company shall inform a customer when a repair or installation appointment for basic local exchange service requires a customer to be present, and the Company shall keep all such repair and installation appointments.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.12 Basic Local Exchange Service Quality Standards (cont'd)

- F. The Company shall inform the customer of its duty to install, repair, and meet appointments within the specific timeframes set forth in this tariff. At a minimum, the Company shall inform the customer at the time the request for install, repair and/or appointment is made, whether or not the Company has the requisite information to complete the request. If the Company requires additional information or is waiting for the customer to provide information before the install, repair and appointment can be completed, the customer must be informed at the time the installation request is made that the order is incomplete and what additional information is needed.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.13 Customer Credits for Violations

- A. The Company shall credit customers for violations of the basic local exchange service quality standards described in Section 3.12 of this Tariff. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation.
- B. If the Company fails to repair an out-of-service condition for basic local exchange service within 24 hours, the Company shall provide a credit to the customer. If the service disruption is for 48 hours or less, the credit shall be equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. Monthly recurring charges include: 1) Monthly access/usage charges including flat rate or EAS charges; 2) Federal and state subscriber line charges; 3) Tariffed vertical services; and 4) Taxes if appropriate based on how the taxes were calculated originally. If the service disruption is for more than 48 hours, but not more than 72 hours, the credit shall be equal to at least 33% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 72 hours, but not more than 96 hours, the credit shall be equal to at least 67% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 96 hours, but not more than 120 hours, the credit shall be equal to one month's recurring charges for all local services disrupted. For each day or portion thereof that the service disruption continues beyond the initial 120 hour period, the Company shall also provide either alternative telephone service or an additional credit of \$20 per day, at the customers option.
- C. If the Company fails to install basic local exchange service as required under Section 3.12(C) of this Tariff, the Company shall waive 50% of any installation charges, or in the absence of an installation charge or where installation is pursuant to the Link Up program, the Company shall provide a credit of \$25. If the Company fails to install service within 10 business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absence of an installation charge or where installation is provided pursuant to the Link Up program, the Company shall provide a credit of \$50. For each day that the failure to install service continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall also provide either alternative telephone service or an additional credit of \$20 per day, at the customer's option until service is installed.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.13 Customer Credits for Violations (Cont'd)

- D. If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit required by this subsection does not apply when the Company provides the customer with 24 hour notice of its inability to keep the appointment. The 24 hour period will begin at noon for an appointment scheduled for the morning hours (4 hour window) of the next day, and 5:00 p.m. for an appointment scheduled for the afternoon (4 hour window) of the next day.
- E. If the violation of a basic local exchange service quality standard is caused by the Company, when another carrier is providing retail service to the customer, the carrier who is providing retail service to the customer shall credit the customer as provided in this Section. The Company shall reimburse the carrier providing retail service the amount credited the customer. When applicable, an interconnection agreement shall govern compensation between the Company and the retail carrier providing the credit to the customer.
- F. When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service. Alternative telephone service means, except where technically impractical, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.13 Customer Credits for Violations (Cont'd)

- G. Credits required by this section do not apply if the violation of a service quality standard:
1. Occurs as a result of a negligent or willful act on the part of the customer;
 2. Occurs as a result of a malfunction of customer-owned telephone equipment or inside wiring;
 3. Occurs as a result of, or is extended by, an emergency situation;
 4. Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
 5. Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
 6. Occurs as a result of the Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
 7. Occurs as a result of lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to the Company's obligation for reasonable facilities planning.
- H. The provisions of this Section are cumulative and shall not in any way diminish or replace other civil or administrative remedies available to a customer or class of customers.
- I. The Company shall be fully subject to the requirements of this Section on August 1, 2001. The Company must track customer eligibility for credits from and after August 1, 2001.
- J. At a minimum, and no less than once a year, the Company shall distribute to customers educational materials about the requirements to install, repair, and meet appointments within the specified amount of time, the availability and issuance of customer credits and alternative telephone service, and the applicable exemptions through a bill insert or direct mail.

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