

**CLEAR RATE COMMUNICATIONS, INC.**

Regulations and Schedule of Intrastate Charges Applying to  
Intrastate End User Telecommunications Service and  
Local Call Termination Service  
Within the State of Illinois

Effective Date: January 13, 2014

This Tariff Illinois Tariff No. 4, issued by Clear Rate Communications, Inc. cancels and replaces in its entirety ILL C.C. No. 1, issued by Clear Rate Communications, Inc.

This tariff is being filed pursuant to Section 13-502(b) of the Illinois Public Utilities Act.

Issued: January 13, 2014

Effective Date: January 13, 2014

By: Legal and Regulatory Director, Clear Rate Communications, Inc.  
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### **EXPLANATION OF SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Identifies a changed regulation.
- (D) Identifies a discontinued rate or regulation.
- (I) Identifies an increase in rate.
- (N) Identifies a new rate or regulation.
- (R) Identifies a reduction in rate.
- (T) Identifies a change in text only.

**CHECK SHEET**

The pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>
1	Original		17	Original
2	Original		18	Original
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4	2 <sup>nd</sup> Revised	*	20	2 <sup>nd</sup> Revised
5	Original		21	Original
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15	Original		31	Original
16	Original			

\* - indicates those pages included with this filing

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By: Legal and Regulatory Director, Clear Rate Communications, Inc.  
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## **PREFACE**

### **0.1 Classification of Service**

This tariff contains the rates and regulations applicable to intrastate local and interexchange services provided by Clear Rate Communications, Inc. ("the Company") between and among points within Illinois. Pursuant to Article 13, Section 502 of the Illinois Public Utilities Act, all services furnished by the Company under this tariff are classified as competitive.

### **0.2 Scope**

The Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by the Company are governed by this tariff.

### **0.3 Interconnection with Other Carriers**

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

## **SECTION 1 – EXPLANATION OF TERMS AND ABBREVIATIONS**

### **1.1 Definitions of Terms**

**Calls** - Telephone messages completed by Members.

**Central Office** - A unit local exchange telephone company's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Member lines and trunks or trunks only. More than one (1) central office may occupy a building.

**Charges** - Monthly recurring and nonrecurring amounts billed to Members for services.

**Commission** - The Illinois Commerce Commission

**Customer** - Any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Clear Rate Communications, Inc.

**Customer Contract** - A written agreement between the Customer and Clear Rate Communications, Inc. containing or referring to the rates and regulations applicable to the service being provided.

**Customer Premises Equipment** - All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Clear Rate Communications, Inc. or another supplier and leased to the Customer.

**Delinquent or Delinquency** - An account for which an uncontested bill or payment agreement for services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

**Depositor** - The Customer from whom a deposit is received.

**Disconnect or Disconnection** - The disabling of circuitry to prevent outgoing and/or incoming calls.

**Due Date** - The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

**Exchange** - A unit established for the administration of local communication services.

**Exchange Service** - A local communications service furnished by means of local exchange plant and facilities.

**Individual Case Basis** - The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

**Inside Station Wiring or Inside Wiring** - Wiring on the premises beyond the demarcation point.

**IntraMSA Service** - The completion of calls between points within the boundaries of a Measured Services Area.

**1.1 Definitions of Terms (continued)**

Interexchange Service - The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterMSA Service - The completion of calls between Measured Services Areas.

Local Access Transportation Area or LATA - A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility - A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service - Telephone service furnished between points located within an area.

Message - A telephone call made by a Customer.

Month - For billing purposes, a month is considered to have thirty (30) days.

Rates - The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension - To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment - A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Clear Rate Communications, Inc. for a series of partial payments to settle a delinquent account.

10XXX Access - A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

**1.2 Explanation of Acronyms and Trade Names**

BOC – Bell Operating Company

DA – Directory Assistance

LATA – Local Access Transport Area

NPA – Numbering Plan Area, more commonly known as Area Code

FCC – Federal Communications Commission

SNI – Standard Network Interface

## **SECTION 2 – GENERAL RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 General**

Pursuant to this tariff, the Company undertakes to provide within all service areas in Illinois the local interexchange services described in Section 3.0.

#### **2.1.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

### **2.2 Use**

#### **2.2.1 Lawful Purpose**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of service.

#### **2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes**

The Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises the Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If the Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with the law and/or Commission rules.

#### **2.2.3 Unauthorized Use**

Any individual who uses or receives the Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for the Company's cost of investigation and collection.

#### **2.2.4 Recording Devices**

The Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.



## **2.2 Use (continued)**

### **2.2.5 Use of Service Mark**

No Customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

## **2.3 Limitation of Liability**

The Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, strikes, lockouts, work stoppages, failure, breach or delay by supplier, cable out, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

The Company shall not be liable for, and shall be fully indemnified and held harmless by, Customer against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

The Company shall not be liable for failure to provide service.

No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

The Company's liability due to any failure of a voice or data transmission shall not exceed an amount equal to the charges provided for by the applicable tariff and applicable price list, catalogue, and/or contract (for all other services) for the call.

The Company shall not be liable for damages arising out of the use of the Company's services for the transmission of anything other than voice grade service.

The Company shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit.

The agreement between the Company and the Customer is exclusive, there are no third-party beneficiaries.

The Company's liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself. The Company shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

## **2.4 Equipment**

### **2.4.1 Inspection, Testing, and Adjustment**

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

### **2.4.2 Interference and Hazard**

The operating characteristics of Customer premises equipment or communications systems connected to the Company's services must not interfere with, or impair, any of the services offered by the Company. Additionally, connected Customer premises equipment must not endanger the safety of the Company's employees or the public, damage or interfere with the proper functioning of the Company's equipment, or otherwise injure the public in its use of the Company's services.

### **2.4.3 Maintenance and Repair**

- A. **Customer Liability.** The Customer shall be responsible for damages to the Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using the Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of the Company's facilities except upon written consent of the Company.
- B. **Leased or Owned Facilities.** The Customer's obligation to the Company is the same whether the facilities involved are the Company's facilities or are facilities leased by the Company from another party. If the Company incurs expenses due to the Customer's actions that result in damage or impairment of the Company's owned or leased facilities, the Company will pass on to the Customer any and all expenses to repair the Company's facilities or that the owner imposes on the Company for leased facilities.

## **2.5 Contract for Service**

Service is installed upon contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of the Company to customers as described in this tariff.

The term of the services shall commence and will remain in effect from the service activation date specified in the contract for the term of the contract. Should the Company continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. Contracts which are not either renewed or terminated at expiration will continue on a month-to-month basis.

## **2.6 Application for Service**

### **2.6.1 Information Required**

When applying for service, each prospective Customer will be required to furnish to the Company the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate credit worthiness.

### **2.6.2 Initiation of Service**

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

## **2.7 Deposits**

### **2.7.1 Deposit Requirements**

The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit.

### **2.7.2 Amount of Deposit**

The amount of the deposit shall not be more than three (3) months of usage of the Company's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the Company's average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

**2.7 Deposits (continued)****2.7.3 New or Additional Deposit**

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, nonpayment, or impairment of the Customer's credit. The new or additional deposit is payable at the address specified in Section 2.7.4. Service may be disconnected unless the new or additional deposit is made within seven (7) days after written notification.

A. Abnormal Toll Usage. For Customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty (\$20) dollars. The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For Customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty (\$20) dollars.

**2.7.4 Handling of Deposits**

Deposits shall be sent or delivered to: Clear Rate Communications, Inc., 500 S. Old Woodward, Suite 600, Birmingham, MI 48009. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each deposit, together with any accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with the law.

**2.7.5 Receipts**

A receipt of deposit will be furnished to each Customer from whom a deposit is received upon request. Duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by the Company's records, also upon request.

**2.7.6 Customer Obligations**

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

**2.7.7 Refund**

The deposit may be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment unless the Company has information which indicates the deposit is necessary to ensure prompt payment. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

## 2.8 **Billing**

### 2.8.1 **Monthly Billing**

Bills to Customers will be issued monthly. Certain service charges, including local service and installation charges, unlimited Toll and Bucket Toll plans are billed in advance. Toll charges levied on a per minute cost basis are billed in arrears.

Customer payments are considered prompt when received by the Company or its agent on or before the due date on the bill. The due date is twenty (20) days after the bill is rendered. Any Customer not paying the amount shown on the bill, and not in dispute, within twenty (20) days is considered delinquent.

Payments made after the due date, and not in dispute, are subject to forfeiture of Volume Discounts (where applicable). In addition, when the bill is over thirty (30) days in arrears from the due date, late payment charges shall be assessed. The late payment charge shall be the lesser of (1) a rate 2 percentage points above the Wall Street Journal price rate, as published from time to time; or (2) the highest interest rate which may be applied under state law for commercial purposes. The Company may request payment upon issuance of a final bill when service is terminated at the Customer's request. For all other bills, payment will not be requested until the due date.

A Customer is also liable for any legal fees incurred by the Company in the process of collecting a past-due amount. The amount of these fees can be determined by the officers of a court if the proceedings are fully litigated. If the Customer acquiesces to the Company's demand for payment before a judgment is rendered, the Company will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

The Company will apply a Customer's deposit on file toward that Customer's delinquent payment amount.

The maximum payment required for the restoration of service that existed prior to disconnection shall be the total past-due amount (including late payment charges), applicable nonrecurring charges, and if appropriate, Advance Payment and Deposit charges, as specified above.

The Customer is responsible for all charges for services furnished at the Customer's request and for all interexchange toll and local services furnished. Failure to receive a bill does not exempt the Customer from prompt payment of the account. It is the Customer's responsibility to contact the Company when a bill is not received. Except as provided elsewhere in this tariff, the rate for a fractional part of a billing period is a pro rata share for the rates for the full billing period, as specified in this tariff. If prorating indicates a refund is due, the refund is applied as a credit to the bill.

If a Customer terminates an account with the Company and has a credit balance showing, the Company will transfer that balance to another account of that same Customer, if one exists. Otherwise, the Company will mail a check for the balance to the last known address of the Customer. If the check is returned as undeliverable or reasonable attempts to locate the Customer fail, the Company will bill a closed account maintenance charge of \$2.50 per month in the second billing period after the account was terminated. This charge will continue until the Customer requests a refund or the balance is exhausted.

**2.8 Billing (continued)****2.8.2 Account Codes**

Account codes are three digit numbers entered after dialing a long distance number. Use of account codes allows customers to receive a bill showing calls sorted and subtotaled. Account codes are verified, meaning a valid code is required to complete the long distance call. Customers may select up to 100 codes from a pre-defined list of random 3 digit codes.

Account Codes are \$10.00 per month with a one-time setup charge of \$25.00.

**2.8.3 Bill Contents**

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will also comply with reasonable requests for bill detail.

**2.9 Payment for Service****2.9.1 Late Payment and Check Service Charges**

A late payment may be imposed by the Company. A check service charge will be assessed for any reason a check tendered to the Company by a Customer as payment for a tariffed service is returned to the Company or is not in an acceptable form. The check charge will be thirty (\$30) dollars per check. Examples of the application of the check charge include, but are not limited to, the following:

- A. Insufficient funds.
- B. Improper or lack of endorsement.
- C. A check issued in such a manner as to be not processable or places unreasonable burdens on the Company.
- D. Conflict in the amount shown numerically and the amount written alphabetically on the check.
- E. Qualified endorsement not acceptable to the Company.
- F. The Customer places a stop payment on the check.
- G. Any other reason which would cause the Company to return the check.

**2.9 Payment for Service (continued)**

**2.9.2 Partial Payment**

If a Customer makes partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for services.

**2.9.3 Collection**

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

**2.9.4 Taxes and Fees**

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

**2.9.5 Supplemental Schedules for Municipal Tax**

Pursuant to Section 9-221 of the Illinois Public Utilities Act, as amended, the Company will charge its customers in municipalities, in addition to the other lawful rates and charges, an infrastructure fee for intrastate services. The fee will be listed separately on a customer's bill to comply with the requirements of the Act.

**2.10 Disputes and Complaints**

**2.10.1 Disputed Bills**

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

**2.10 Disputes and Complaints (continued)****2.10.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Clear Rate Communications, Inc. by telephone, in person, or in writing at Clear Rate Communication's office located at 555 S. Old Woodward, Suite 600, Birmingham, MI 48009, toll free (877) 877-4799. The Company's customer service department can be reached by dialing the following toll free number (877) 877-4799. The Company's customer service department accepts calls Monday through Friday 8:00 AM to 7:00 PM (EST). Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions. Each customer may file with the Commission for resolutions of disputes at the following address:

Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62794

**2.11 Service Refusal, Disconnection and Suspension****2.11 Notice of Pending Disconnection**

Prior to the disconnection of service, the Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment of for the service. The notice will specify a toll-free number at which a Clear Rate Communications, Inc. representative can be reached to provide additional information about the disconnection.

**2.11.2 Reasons for Service Refusal, Disconnection and Suspension**

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by the Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by the Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, with or without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.



- E. If there are reasonable grounds to believe there is a violation of or noncompliance with the Company's regulations on file with the Commission, municipal ordinances, or law.
- F. If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day proceeding or day on which the Company's office at the address specified in Section 2.7.4 is closed.
- G. If the Customer fails to permit the Company reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.7.4 is closed.
- H. If the Customer uses abusive or profane language or makes physical threats in conversations with the Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific issues. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.7.4 is closed.

**2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit**

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

- A. The Company has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if the Company determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- B. In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

## **2.12 Cancellations and Deferments of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow the Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

### **2.12.1 Cancellation**

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, nonrecoverable materials, and equipment expense.

### **2.12.2 Deferment of Start of Service**

If a request for deferment of service is received by the Company prior to the date an order for equipment or service is placed with the Company's supplier, no charge shall apply. For deferments received by the Company subsequent to the date the order for equipment or service is placed with the Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to 1 ½ %, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service.

Charges shall not exceed the monthly rate that would have applied had the service been established. The Company will also charge the Customer who defers service any and all rates and charges incurred by the Company for any leased facilities for which the Company is held responsible. The Company will make a good faith effort to minimize those rates and charges whenever possible.

## **2.13 Special Promotions**

From time to time the Company may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

## **2.14 Information Service Access Blocking**

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

## **2.15 Emergency Call Handling Procedures**

Emergency "911" calls are not routed to the Company but are completed by the local exchange telephone company through the local network.

**2.16 Universal Telephone Service Assistance Program**

**2.16.1 General**

- A. To qualify for low income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs 1. and 2. below for purposes of eligibility.
  - 1. Medicaid
  - 2. Food Stamps
  - 3. Supplemental Security Income (SSI)
  - 4. Federal Housing Assistance
  - 5. Low-Income Home Energy Assistance (LIHEAP)
- B. The low-income programs are funded through voluntary contributions from Illinois customers.
- C. The telephone company's verification through the Department of Human Services shall constitute proof of income eligibility.
- D. The low-income assistance shall be available to only one access line per low-income household.

**2.16.2 Supplemental Lifeline Assistance**

- A. Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

**2.16.3 Voluntary Contributions**

- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's telephone bill. The voluntary contribution shall not reduce the Customer's telephone bill. The voluntary contribution shall not reduce the Customer's total monthly amount due the Company for telephone services or other charges.
  - 1. Residential customers may elect to contribute on a monthly basis:
    - (a) \$0.50
    - (b) \$1.00
    - (c) \$2.00
    - (d) \$5.00
  - 2. Business customers may elect to contribute on a monthly basis:
    - (a) \$1.00
    - (b) \$5.00
    - (c) \$10.00
    - (d) \$25.00

**2.16.3 Voluntary Contributions (continued)**

- B. Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days' notice to the Company.
- C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contributions accordingly.

**2.17 ITAC Supplement Charge**

Pursuant to the Order dated April 28, 2015, of the Illinois Commerce Commission in Docket 15-0236, Clear Rate Communications, Inc. will impose a supplemental charge of 7 cents per month per line for all Illinois telephone and VoIP residential subscriber lines other than centrex-type and PBX lines, a charge of 1.4 cents for each centrex-type line and VoIP business subscription, and a charge of 35 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror Clear Rate Communications, Inc.'s application of 9-1-1 charges. These charges shall be effective with bills rendered on or after June 1, 2015 or at the beginning of the first cycle after June 1, 2015. (C)

**SECTION 3 – SERVICES AND PRICES****3.1 Service Ordering Charges**

Service ordering charges are applied to Customers upon a request for service and when a Customer requests subsequent facility, software or account changes.

**3.1.1 New Orders****A. Establish Charge**

	Residence	Business	Foreign District and Foreign Exchange Svc.	WATTS	DDS
	\$17.01-\$34.02	\$14.12-\$28.04	\$164.77-\$329.54	\$32.60-\$65.29	\$113.65-\$227.30
Add or Change	\$3.68-\$17.36	\$4.00-\$18.00	\$101.33-\$202.66	\$19.58-\$29.10	
Record Work Only	\$5.46-\$10.92	\$5.00-\$10.00	\$30.22-\$60.44	\$25.40-\$50.80	

**B. Line Connection Charge**

	Residence	Business	Foreign District and Foreign Exchange Svc.	WATTS	DDS
Establish or add/change	\$21.78-\$59.00	\$18.62-\$59.00	\$255.33-\$510.66	\$61.89-\$123.78	\$59.93-\$119.86

**3.2 Exchange Access**

Basic Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public-switched telecommunications network. An Exchange Access Service allows a user to:

- A. receive calls from other stations on the public-switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the operators contracted for by the Company;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F. access services provided by other common carriers which interconnect with the Company pursuant to tariff, agreement or some other Company-approved manner.

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's designated carrier's central office.

Basic Exchange Access Service customers are entitled to a voice-grade communications channel. Provision of this service does not guarantee a Customer access to any other facility requirement, including a communications path capable of supporting data transmissions.

### 3.2.1 Business Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and ITAC Supplemental charge may apply.

Access Area	A	B	C
Business Direct Line Single Line Subscribers, each line	\$3.96-\$19.99	\$7.08-\$24.99	\$10.58-\$29.99
Multiline Subscribers, each line	\$3.96-\$19.99	\$7.08-\$24.99	\$10.58-\$29.99
PBX Trunk Single Line Subscribers, each trunk – STF Not Applicable	\$3.96-\$19.99	\$7.08-\$24.99	\$10.58-\$29.99
– STF Applicable	\$.04-\$.08	\$.18-\$.36	\$.17-\$.34
Multiline Subscribers, each trunk – STF Not Applicable	\$3.96-\$19.99	\$7.08-\$24.99	\$10.58-\$29.99
– STF Applicable	\$.04-\$.08	\$.18-\$.36	\$.17-\$.34

### 3.2.2 Residential Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and ITAC Supplemental charge apply.

Access Area	A	B	C
MSA 1	\$2.55-\$19.99	\$5.53-\$24.99	\$9.00-\$29.99
Other MSA	\$9.00-\$19.99	\$9.00-\$24.99	\$9.00-\$29.99

### 3.3 Usage Service

Customers subscribing to the Company's exchange access service may utilize local usage services to place calls to and receive calls from parties located in the Company's local usage service area.

#### 3.3.1 Business Usage Rates

Band	Initial and Subsequent Time Period	Initial Period Charge	Subsequent Period Charge
A	1 minute	\$.005-\$.099	\$.005-\$.099
B	1 minute	\$.005-\$.099	\$.005-\$.099
C	1 minute	\$.005-\$.180	\$.005-\$.180

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**3.3.2 Residential Usage Service**

Band	Initial and Subsequent Period	Time Period	Initial Period Charge	Subsequent Period Charge
A	Peak	Untimed	.0453-.0906	n/a
A	Shoulder	Untimed	87.13% of peak	n/a
A	Off-Peak	Untimed	51.85% of peak	n/a
B	Peak	Untimed	.0448-.0896	n/a
B	Shoulder	Untimed	87.13% of peak	n/a
B	Off-Peak	Untimed	51.85% of peak	n/a
C	Peak	1 minute	.0363-.0726	.0358-.0716
C	Shoulder	1 minute	.0318-.0636	.0298-.0596
C	Off-Peak	1 minute	.0299-.0598	.0218-.0436

**3.3.3 Residential Local Unlimited** consists of a fixed monthly rate for all Band A and B calls.

Rate per line \$11.04-\$22.08

**3.4 Custom Calling Features**

Feature	Description	Monthly Price – Residential	Monthly Price – Business
Call Waiting	Provides a signal when a second call is coming in on a busy line	\$0.00-\$7.50	\$0.50-\$9.50
Call Forwarding Variable	Permits the Carrier's customer to automatically transfer all incoming calls to another dialable telephone number	\$0.00-\$10.00	\$0.00-\$9.50
Three-Way Calling	Adds a third party to an established connection without operator assistance. In addition, the customer is charged a per use fee of \$0.07 per activation for residential and \$0.35 for business customers.	\$0.00-\$7.50	\$0.00-\$9.50
<b>Advanced Custom Calling Features</b>			
Automatic Callback	Automatically returns the last incoming call whether or not it was answered	\$0.00-\$7.50 or \$0.50-\$1.99 per use	\$0.00-\$9.50 or \$0.50-\$1.99 per use
Repeat Dialing	The telephone number associated with the last outgoing call placed by the customer (calling party) may be automatically redialed	\$0.00-\$7.50 or \$0.50-\$1.99 per use	\$0.00-\$9.50 or \$0.50-\$1.99 per use
Call Screening	Carrier's customer can designate 10 numbers	\$0.00-\$7.50	\$0.00-\$9.50

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	from which incoming calls will be connected to a prerecorded announcement that calls are not being taken now		
Caller ID	For each customer line on which Carrier resells Caller ID, displays incoming number on a customer provided display device attached to line or telephone answering machine with a built in screen	\$0.00-\$13.50	\$0.00-\$17.50
Caller ID with Name	For each customer line on which Carrier resells Caller ID with Name, must subscribe to Caller ID. Displays the listed name associated with the number on the customer provided device	\$0.00-\$14.00	\$0.00-\$17.50
<b>The following services may be billed on a per use basis:</b>			
Call Trace	Carrier will be charged for each activation of the service Automatically traces the number for the last call received by the customer. Per activation, by Carrier's customer	\$0.00	\$3.00-\$9.50
Busy Line Transfer	Automatically forwards the incoming call to a predetermined dialable number served by the same CO switch	\$0.10-\$0.99	\$0.10-\$0.99
Alternate Answering	If the number called does not answer, after 3 to 4 rings the call is automatically forwarded to a predetermined number	\$0.25-\$0.99	\$0.25-\$0.99
Customer Control Option	Allows the Carrier's customer to activate/deactivate the Busy Line Transfer and Alternate Answering features	Busy Line \$0.25-\$0.99 Alt Answ \$0.25-\$0.99	Busy Line \$0.47-\$0.94 Alt Answ \$0.47-\$0.94
Easy Call	Provides automatic dialing of a number when the Carrier's customer's line is taken	\$1.00-\$10.00	\$2.00-\$10.00

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	off-hook, at 7 second intervals		
Special Delivery Feature	When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a predetermined telephone number	\$0.05-\$0.99	\$0.05-\$0.99
Multi-Ring Service	Carrier's Customer has up to 3 telephone numbers associated with 1 line without adding a 2 <sup>nd</sup> or 3 <sup>rd</sup> line (distinctive ringing and call) Distinctive call waiting tone for each will be provided when Carrier subscribes to it for resale on customer line (entitled to 1 directory listing)	1 <sup>st</sup> Line \$0.00-\$7.50 2 <sup>nd</sup> Line \$0.00-\$7.50	1 <sup>st</sup> Line \$0.00-\$7.50 2 <sup>nd</sup> Line \$0.00-\$7.50
Remote Call Forwarding	Provides a method to automatically transfer all incoming calls to another dialed number at all times The dialable number is defined by Carrier for its customer The dialed number can be either a 7 or 10 digit number (POTS) and can be changed via a service order No physical telephone is required at the Carrier's customer's dialed number (Business Service Ordering and Line Connection Charges apply)	\$0.00-\$25.00  - per additional feature necessary for each additional call to be forwarded simultaneously \$0.00-\$9.50	\$0.00-\$30.00  - per additional feature necessary for each additional call to be forwarded simultaneously \$0.00-\$9.50
Answer Supervision with Line Side Interface	This feature offers the capability on a business determining when answer supervision has been returned by the terminating station – per line equipped	n/a	\$1.99
		<b>Monthly Rate</b>	<b>Non Recurring Charge</b>
Number Retention Service (Business Only)	Allows calls placed to telephone numbers equipped with NRS to be automatically	- same central office switch, add to common block only, per number retained n/a	- same central office switch, add to common block only, per number retained \$9.95-\$59.00

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	<p>forwarded to a dialable telephone number served by the same central office switch located in the same central office area building serving the same exchange</p>	<ul style="list-style-type: none"> <li>- same central office switch, number conflict with dialing plan per number retained and up to 1 to 12 call path range \$9.95-\$59.00</li> <li>- unlimited call paths with 1,000 message cap, per number retained messages over 1,000 local usage rates in this part apply \$9.95-\$59.00</li> <li>- different central office switch, same central office building, same exchange area within same central office building per number retained and up to 1 to 12 call path range \$9.95-\$59.00</li> <li>- unlimited call paths with 1,000 message cap, per number retained messages over 1,000 local usage rates in this part apply \$9.95-\$59.00</li> <li>- change the number to which calls are forwarded change the quantity of call paths: subsequent change charge</li> </ul>	<ul style="list-style-type: none"> <li>- same central office switch, number conflict with dialing plan per number retained and up to 1 to 12 call path range \$59.00-\$199.00</li> <li>- unlimited call paths with 1,000 message cap, per number retained messages over 1,000 local usage rates in this part apply \$59.00-\$199.00</li> <li>- different central office switch, same central office building, same exchange area within same central office building per number retained and up to 1 to 12 call path range \$59.00-\$199.10</li> <li>- unlimited call paths with 1,000 message cap, per number retained messages over 1,000 local usage rates in this part apply \$59.00-\$199.10</li> <li>- change the number to which calls are forwarded change the quantity of call paths: subsequent change charge</li> </ul>
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**3.5 Packages**

**3.5.1 The WORKS Package**

The WORKS package offers residential customers combinations of services including Custom Calling and Advanced Custom Calling services at a package rate. Call Waiting may be omitted from the WORKS package at the customer's request.

The WORKS package includes the following services as indicated:

- Call Waiting
- Call Forwarding
- Three-Way Calling

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Repeat Dialing  
Automatic Callback  
Caller ID  
Caller ID with Name  
Speed Calling

The rates specified for the WORKS are in addition to applicable service charges for the establishment of network access lines.

Monthly Price  
The WORKS \$9.95-\$19.95

The monthly price does not change if the customer requests Call Waiting be omitted from the WORKS.

**3.5.2 Privacy Manager**

	Monthly Price
Privacy Manager to residence	\$0.00-\$7.50
Privacy Manager to business	\$0.00-\$9.50
Privacy Manager with the WORKS package	\$0.00-\$5.00

**3.5.3 Talking Call Waiting**

Talking Call Waiting with the WORKS package, the BASICS package or Economy Solution package discount

Monthly Price  
Talking Call Waiting – Residential  
\$0.00-\$18.95

**3.5.4 The BASICS Package for Business**

The BASICS package for business includes the following services:

Caller ID  
Caller ID with Name  
Call Forwarding  
Call Waiting  
Three-Way Calling (subscription only)  
Automatic Call Back (subscription only)

Monthly Price  
\$0.00-\$18.95

**3.5.5 The BASICS Package for Residential**

The BASICS package for residential includes the following services:

Call Waiting  
Call Forwarding  
Three-Way Calling  
Caller ID  
Caller ID with Name

The rates specified for the BASICS are in addition to applicable service charges for the establishment of network access lines.

Monthly Price  
\$0.00-\$17.95

### 3.5.6 **Speed Calling**

Allows the Carrier's customer to call other telephone numbers by dialing a code rather than the complete telephone number.

Generally, Call Forwarding, Speed Calling and Three-Way Calling features can be furnished to individual lines or trunks within a hunting group. However, when provided with certain hunting arrangements all lines or trunks have access to the features and only one Speed Calling list is available to the group. In such cases, per Carrier customer, one charge for Speed Calling is applied to the group; one charge for Call Forwarding is applied to the group; and charges for Three-Way Calling apply to each line in the group as appropriate.

	Residential	Business
8 Number List	\$0.00-\$7.50	\$0.00-\$9.50
30 Number List	\$0.00-\$9.50	\$0.00-\$15.00

### 3.5.7 **FeatureLink Service**

The following features are available on all FeatureLink Service lines as either standard or optional (provided at an additional charge):

Std. to Standard Opt. to Optional  
FeatureLink Service  
Call Forwarding to Busy Line Std.  
Call Forwarding to Don't Answer Std.  
Call Forwarding to Variable Std.  
Call Transfer Deluxe Std.  
Caller ID Opt.  
Caller ID with Name Opt.  
Conference Calling to 3-Way Std.  
Consultation Hold Std.  
Ground Start Line Std.  
Message Waiting Indicator to Audible Std.  
Speed Calling to Thirty Opt.

#### Prices

The following prices are applicable to standard installations of FeatureLink Service and are in addition to all other charges for exchange access lines or other associated services and equipment necessary to provide telecommunications service.

Refer to the Other Applicable Charges section for additional charges associated with the provision of FeatureLink Service.

Service Establishment Charge                      \$34.49-\$68.98

**3.5.7 FeatureLink Service (continued)**

Per Package, Per Line	Access Areas A, B and C	Monthly Price
	1+pkg category	\$0.00-\$14.95
	2+pkg category	\$0.00-\$19.95
	5+pkg category	\$0.00-\$24.95
	12+pkg category	\$0.00-\$29.95
	20+pkg category	\$0.00-\$34.95
Optional Features		
Speed Calling to Thirty		
- including initial access to list, per list		\$0.00-\$19.95
Ground Start Line – per line		\$0.00-\$14.95

**3.6 Operator Services**

Operator Assisted Calls (Residential and Business)

The rates are set forth below pursuant to Illinois Commerce Commission Order dated December 4, 2013 in Docket No. 13-0661 and 83 Ill. Adm. Code 770.40(e).

Rate Mileage	Initial 1 Minute	Each Additional Minute
1-10	\$0.3065	\$0.2705
11-22	\$0.3246	\$0.3065
23-55	\$0.3428	\$0.3246
56-124	\$0.3787	\$0.3606
125-292	\$0.4144	\$0.3965
293+	\$0.4328	\$0.4146

**3.6.1 Operator Surcharges**

- A. Operator Station (consumer dialed 0+) collect, billed to third number, coin call, or billed to a calling card: \$3.60
- B. Operator Station (operator dialed 0-) collect, billed to third number, coin call, or billed to a calling card: \$5.39
- C. Person-to-person (consumer dialed 0+ and operator dialed 0-) billed to a calling card: \$6.48
- D. Person-to-person (consumer dialed 0+) collect, billed to third number, or coin call: \$6.48
- E. Person-to-person (operator dialed 0-) collect, billed to third number, or coin call: \$8.29

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### **3.7 Prepaid Residential Local Exchange Service**

#### **3.7.1 Service Description**

Prepaid Residential Local Exchange Service provides a customer with a connection to the Company's switching network. The included and excluded services are as follows:

- A. A Customer may place or receive calls to and from any calling station in the local calling area, defined herein as less than 15 miles from the central office of Ameritech Illinois serving the customer to the central office serving the recipient of the call. All calls beyond that distance will be blocked and will not connect unless the customer also purchases an extended calling area service from the Company, such as Residential Unlimited Local, which allows unlimited calling with Bands A and B.
- B. A Customer may access the interexchange carrier selected by the Customer for calls beyond 15 miles, interLATA, intraLATA, interstate or international calling.
- C. A Customer may access (at no additional charge) the Company's operators for service-related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 9-1-1 service for emergency calling.
- D. A Customer may access directory assistance services for the local calling area.
- E. A Customer may access Telephone Relay Service.
- F. A Customer may not original calls to caller-paid information services (e.g., 900,976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.
- G. A Customer may not make operator assisted calls. Calls to operator assistance will be blocked by the Company's switch.

#### **3.7.2 Directory Assistance**

Prepaid Local Exchange Service Customers and users of the Company's calling services (excluding 800/888 services) may obtain directory assistance in determining telephone numbers within Illinois by calling the Directory Assistance operator. Charges for directory assistance shall be those set forth in this tariff for all customers of the Company. Because such charges are not included in the prepaid amounts paid by customers, the Company reserves the right to bill customers immediately for such services. Customers may not make more than 10 calls to directory assistance in any 30 day period unless they provide to the Company all charges for such directory assistance.

Customers may not use the feature of directory assistance whereby they may be connected directly to the called party to make a call that is not permitted by this tariff (for example, a call in which the called party's Ameritech Illinois central office is greater than 15 miles from the central office serving the customer). Use of such feature is grounds for disconnection upon the Company providing notice required under this tariff.

**3.7.3 Customer Billing**

- A. Regular bills will be issued once each month. All services of the Company are prepaid. The bill shall include a monthly fee which will allow the Customer to make an unlimited number of calls to locations in which the Ameritech Illinois central office of the called party is 15 miles or less from the central office serving the Customer. Additional prepaid charges may include charges for any special or enhanced services or any extended calling area ordered by the Customer.
- B. Charges for services that are not included in prepaid charges may be issued to the Customer immediately. These bills will carry a due date which is ten days after the due date that they are mailed or seven days if delivered by hand.
- C. Bills are due on the due date shown on the bill and may be paid at any of the Company's public business offices or other authorized payment locations.

**3.7.4 Disconnection for Evading Use Restrictions**

The Company may discontinue or refuse service when the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection. Such schemes shall include but are not limited to making any type of call that is prohibited by this tariff, such as calls beyond 15 miles, by using automatic call-back service or having an information operator directly connect the call.

**3.7.5 Prices**

Customers selecting the prepaid services of the Company shall pay the following charges:

Nonrecurring Setup and Installation:	\$0.00-\$75.00
Monthly Service Fee (payment of this charge entitles the Customer to all of the services set forth in Section 3.7.1 above)	\$19.95-\$80.00

Monthly Usage Charges: the Customer shall pay the rates set forth in Sections 3.2 through 3.6 of this tariff for all services beyond those set forth in Section 3.7.1 above.