

GENERAL AND LOCAL EXCHANGE TARIFF

RULES AND REGULATIONS

C. General Regulations (Continued)

1. Establishment and Furnishing of Services (Continued)

h) Late Payment Charge (Continued)

When the customer contacts the Company to question certain charges made to the customer's billing, and the customer and the Company work together to resolve the concern, if the Company agrees to credit the customer's account, the Company will also credit the customer's account for any late payment charges associated with the credited amount.

When a complaint involving disputed charges is referred to the Commission for resolution, the Company will waive the late payment charges associated with the disputed amount for the period of time the complaint is open with the Commission, provided that charges not in dispute are paid when due. Late payment charges associated with disputed charges will be treated the same as disputed charges under WAC 480-120-172(12).

i) Minimum Contract Period

Except as specified elsewhere in this tariff, the minimum contract period is one month from the date service or additions to service are established, and the minimum charge is the established rate for one month.

Special contractual arrangements for special equipment or special assemblies of equipment are developed as required.

j) Refund for Overcharge

Overcharges to a customer shall be refunded to the customer with interest, retroactive to the time of the overcharge, up to a maximum of two years under WAC 480-120-163.

(M)(T)  
|  
(M)(T)

2. Discontinuance of Service

Regulations involving the Discontinuance of Service are included in 480-120-171, 480-120-172, 480-120-173 and 480-120-174 of the Washington Administrative Code (WAC).

(M) Material relocated from Sheet 29.

(N)

WN U-17

FRONTIER COMMUNICATIONS NORTHWEST INC.

Section 2  
1st Revised Sheet 29  
Canceling  
Original Sheet 29

GENERAL AND LOCAL EXCHANGE TARIFF

RULES AND REGULATIONS

C. General Regulations (Continued)

7. Obligation of Company (Continued)

f) Liability

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 a service and not caused by the 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 mistake, omission, interruption, delay, or error, or defect in transmission occurs.

When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.

The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.

Data Speed Limitation - While Local Exchange Access Line Service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the telephone company.

(K)  
(K)

In the event of a power failure at the customer's premises where fiber facilities are used for service, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer provided or maintained power supply, wiring, or power outlet.

(K) Material relocated to Sheet 19.

(N)

Advice No. 33317

Issued: January 10, 2013  
Issued by Frontier Communications Northwest Inc.  
By Kenneth Mason, Vice President of Government and Regulatory Affairs

Effective: February 14, 2013