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January 19, 2000

VIA AIRBORNE EXPRESS
Mr. Dale Hardy Roberts
Missouri Public Service Commission
301 West High Street, Suite 530
Jefferson City, MO 65101

FILED<sup>2</sup>
JAN 1 9 2000

Missouri Public Service Commission

RE:

NewSouth Communications Corp.

Case No. TA-2000-389

Dear Mr. Roberts:

Enclosed please find an original and four (4) copies of amended original tariff sheets 12, 18 and 19 which have been amended per Staff request. These pages are submitted as replacement originals.

If you should have any questions regarding this submission, please do not hesitate to call.

Sincerely,

EllenAnn G. Sands

**Enclosure** 

200000593

### **NewSouth Communications Corp.**

P.S.C. Mo. Tariff No. 1 Original Sheet 12

#### **Interexchange Service**

# 2.5 <u>Interruption of Service</u>

- 2.5.1 Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company's facilities.
- 2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

**ISSUED:** 

December 28, 1999

**EFFECTIVE:** 

February 17, 2000

ISSUED BY: Michael LaFrance, President

NewSouth Communications Corp.

130 Industrial Drive Greenville, SC 29607

# **NewSouth Communications Corp.**

P.S.C. Mo. Tariff No. 1 Original Sheet 18

#### **Interexchange Service**

#### 2.7.7 Taxes

All state and local taxes (i.e. sales tax and municipal tax) are listed as separate line items and are not included in the quoted rates. All charges and fees are subject to MOPSC jurisdiction except taxes and franchise fees and will be submitted to the MOPSC for prior approval.

# 2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

# 2.8 Carrier Responsibility

### 2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of a continuous duration of less than two hours after the subscriber notifies the Company.
- B. The customer shall be credited for an interruption of more than two hours as follows;

Credit Formula:

Credit =  $A/B \times C$ 

"A" - outage time in hours

"B" - total hours in month (720 hours)

"C" - total monthly charge for affected facility

C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

ISSUED: D

December 28, 1999

**EFFECTIVE:** 

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NewSouth Communications Corp.

130 Industrial Drive Greenville, SC 29607

# **NewSouth Communications Corp.**

P.S.C. Mo. Tariff No. 1 Original Sheet 19

#### Interexchange Service

# 2.8 Responsibility of Carrier

# 2.8.2 <u>Cancellation Credit</u>

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account

# 2.8.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days of the month remaining in the billing period before service was discontinued. That number is divided by thirty and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

# 2.8.4 <u>Customer Complaint Procedure</u>

- A. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customers may notify the Company of disputed charges either verbally or in writing. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-627-5080.
- B. Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission.
- C. In the event of a dispute concerning an invoice, the customer must pay the amount of the undisputed portion of the bill in accordance with timely payment requirements and notify the Company of the disputed portion.

**ISSUED:** 

December 28, 1999

**EFFECTIVE:** 

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NewSouth Communications Corp.

130 Industrial Drive Greenville, SC 29607