

P.S.C. Mo. No. 4

Time Warner Cable Information Services (Missouri), LLC  
d/b/a Time Warner Cable

Original Sheet No. 1

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*This Tariff No. 4 replaces P.S.C. Mo. Nos. 1 and 2 in their entirety.*

**TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC  
d/b/a TIME WARNER CABLE**

This Tariff, filed with the Missouri Public Service Commission (the "Commission"), contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for local and interexchange service and for packaged local and interexchange Digital Phone Service within the State of Missouri by Time Warner Cable Information Services (Missouri), LLC d/b/a Time Warner Cable (herein, the "Company"). This Tariff is on file with the Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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**EFFECTIVE: ~~February 26, 2007~~  
March 28, 2007**

Issued by: Julie Y. Patterson, Secretary  
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC  
290 Harbor Drive  
Stamford, CT 06902

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local and long distance calling services by the Company to Customers within the State of Missouri. All Services and associated features, functions and capabilities will be provided only where Company facilities, technical and operational are available for such purpose.

**LISTING OF WAIVERS**

Consistent with the Commission's treatment of other certificated competitive local exchange telecommunications companies, the following statutes and regulations have been waived for the Company and its local exchange service offerings:

<u>Statutes</u>	<u>Missouri Public Service Commission Rules</u>
392.210.2	
392.240(1)	
392.270	4 C.S.R. § 240-10.020
392.280	4 C.S.R. § 240-30.040
392.290	4 C.S.R. § 240-33.030
392.300.2	
392.310	
392.320	
392.330	
392.340	

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) - To signify "deleted" or "discontinued" rate or text.
- (I) - To signify change resulting in an "increase" in rate or charge.
- (M) - To signify text "moved" from another Tariff location without change in text or rate.
- (N) - To signify "new" rate or text.
- (R) - To signify change resulting in a "reduction" in rate or charge.
- (T) - To signify change in "text," but no change in rate or charge.

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added to the preceding sheet number. For example, a new sheet added between Sheet No. 3 and Sheet No. 4 would be numbered Sheet No. 3.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet No. 3 cancels 3rd Revised Sheet No. 3.21ff
- C. Paragraph Numbering Sequence - There are nine (9) levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
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  - 2.1.1.A.1.(a).I.(i).(1)

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1. **TECHNICAL TERMS AND ABBREVIATIONS.**

1.1 **Explanation of Abbreviations and Acronyms.**

Cont'd – Continued  
IXC – Interexchange Carrier  
ICO – Independent Company  
ICE – Independent Company Exchange  
LATA – Local Access and Transport Area  
LEC – Local Exchange Company  
MPSC - Missouri Public Service Commission  
MTS – Message Telecommunication Service  
NPA – Numbering Plan Area  
PIC – Primary Interexchange Carrier  
TDD – Telephone Device for the Deaf  
TRS – Telecommunications Relay Service

1.2 **Definition of Terms.**

**Advance Payment:** Part or all of a payment required before the start of service.

**Commission (MPSC):** The Missouri Public Service Commission.

**Company:** Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.

**Completed:** A call that the Company's network has determined has been answered by a person or mechanical device.

**Customer:** The person who orders Service and is responsible for payment of charges for Service and compliance with applicable Tariff provisions and regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

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**Customer-Provided Equipment (CPE):** Equipment owned or provided by the Customer for use with the Company's Services. CPE may include a station set, facsimile machine, key system, PBX, or other communication system.

**Digital Phone Service:** The provision to the Customer of use of the Company's Internet Protocol (IP) –enabled voice service for the purpose of sending and receiving calls.

**Facility or Facilities:** The equipment and support facilities utilized by the Company to provide Services pursuant to this Tariff. Such facilities may or may not be owned by the Company.

**FCC:** The Federal Communications Commission.

**"IBS" Services:** Interactive Broadband Services (IBS) described in Section 3.3 hereunder.

**Individual Case Basis (ICB):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**Mbps:** Megabits per second, denotes millions of bits per second.

**Message:** A completed telephone call.

**Nonrecurring Charge:** A one-time charge to the Customer relating to the provision of Service, Facilities or requested actions by the Company, including initiation, transfer and Termination of Services.

**Recurring Charge:** The repeating monthly charge to the Customer for Services, facilities and equipment provided by the Company.

**Service(s):** Any Service, facility or action provided by the Company under this Tariff.

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**Shared:** A facility or equipment system or subsystem that can be used simultaneously by more than one Customer.

**Termination of Service:** Discontinuance of both incoming and outgoing Service.

**User:** A Customer, or any other person authorized by a Customer to use Service provided under this Tariff. A carrier may not be a User except if such carrier uses Services provided by Company exclusively for administrative purposes.

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2. **RULES AND REGULATIONS.**

2.1 **Undertaking of the Company.**

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Service as defined herein offered by the Company within the State of Missouri.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the Company's regulations apply only to the portion of the Services or facilities furnished by the Company.
- C. When the Company's Services and facilities are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This Tariff applies only for the use of the Company's Services within the State of Missouri. This includes the use of the Company's network to complete an end-to-end call within the State of Missouri and to obtain access to intrastate, interstate and international Services offered by the Company.
- E. The Company's provision of all Services defined herein is subject to the regulations specified in this Tariff, which may be revised, added to, or supplemented by superseding Tariff issues.
- F. The Company's provision of Service pursuant to this Tariff does not constitute a joint undertaking with the Customer or User for the furnishing of any Service, feature or facility.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.1 Availability of Equipment or Facilities**

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary and associated facilities and technical capabilities and is limited to the capacity and capability of the Company's facilities as well as any facilities that the Company may, at its sole discretion and from time to time obtain from carriers or other entities.
- B. The Company shall not be required to furnish, or continue to furnish, Service or facilities under any circumstances in which the proposed or actual use of the Service or facilities would tend to affect adversely the Company's personnel, operations, plant, property or Service.

**2.1.2 Terms and Conditions**

**A. Digital Phone Service:**

- (1) Digital Phone Service is offered strictly as an optional feature to Customers who may or may not subscribe to Time Warner Cable's high-speed cable modem data service and/or CPST or Digital Cable video television service or other services. (T)
- (2) Applicants for Service are solely responsible for arranging and paying for any and all charges associated with such Service application, installation and usage.
- (3) Customers are solely responsible for paying any and all charges associated with such continuing Service as and when due.
- (4) Residential Digital Phone Service is not supported by an in-home back-up power source, and if the electrical power and/or Company's cable network or facilities are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be (T)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.2 Terms and Conditions**

**A. Digital Phone Service:**

(4) available. Business Digital Phone Services modems include batteries for limited continuity duration. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electric power. (N)

**B.** Service may not be compatible with security, alarm or other monitoring systems. Customer is solely responsible for making any arrangements necessary to verify and facilitate the proper and continued functioning of such systems. The Company is not responsible for any damage to any such monitoring or alarm system that is used in conjunction with Service used with a home alarm system.

**C.** Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

**D.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

**E.** In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

**F.** Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this Tariff or the law.

**G.** This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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2.2 **Limitations.**

2.2.1 **Indemnification.**

- A. The Customer, Users and End Users, jointly and severally, shall indemnify, defend and hold harmless Company and the Company shall not be liable for any claims for loss, damages or expenses (including attorneys' fees and court costs) involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by
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means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;

5. Any infringement, breach or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

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8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
  9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
  10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of Time Warner Cable network operation or interruption of electric service to Customer's premises;
  12. Any non-completion of calls due to network busy conditions or network failures;
  13. Any calls not actually attempted to be completed during any period that Service is unavailable;
  14. Any blockages by other providers of services on the public switched network;

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.2 Limitations, (Cont'd.)

#### 2.2.1 Indemnification, (cont'd.)

A. (continued)

(15) Any Damage to a Customer's home alarm monitoring system resulting from use of that system with the Service, and

(16) Any breach in the privacy or security of communications transmitted over the Company's facilities.

(17) Any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled. (N)  
|  
|  
(N)

B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or Service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installation.

D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions of any kind appearing in local directories. In cases where a specific charge has been made for a publication or withholding from publication a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

2.3 **Liability of the Company.**

2.3.1 **General.**

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services,

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.3 Liability of the Company, (Cont'd.)

#### 2.3.1 General, (cont'd.)

##### A. (continued)

Including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.

**B.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including errors and omissions relating to the publication, representation and failure of publication of directory listing and related customer information and the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

**1.** The Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service.

(N)  
|  
(N)

**C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to the issuance of a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

### 2.4 Service Availability

#### 2.4.1 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of planned Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative

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maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

2.4.2 **Provision of Equipment and Facilities.**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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Stamford, CT 06902

## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.4 Service Availability, (Cont'd.)

#### 2.4.2 Provision of Equipment and Facilities, (cont'd.)

- E.** The service address associated with an emergency 911 call is the authorized address where the Service is provided.

To ensure 911 calls and emergency personnel are properly routed Company equipment must not be moved by the Customer. The Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the Customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

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(N)

- F.** The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer, User or End User.

- G.** The Company shall not be responsible for the installation, operation or maintenance of any communications equipment or facilities not provided by the Company. If such equipment or facilities are connected to Company facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission;
2. or the reception of signals by Customer-Provided Equipment.

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2.4.3 **Ownership of Facilities.** Title to any equipment or facilities provided by the Company in accordance with this Tariff remains with the Company, its affiliates, agents or contractors.

2.5 **Obligations of the Customer.**

2.5.1 **General.**

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this Tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or any User, or by the noncompliance by the Customer or any User with this Tariff, applicable regulations, or by fire or theft or other casualty on such Customer's or User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Obligations of the Customer, (Cont'd.)**

**2.5.1 General, (cont'd.)**

**A. (continued)**

- 4.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 5.** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes or because the Customer has failed to provide such access to the Company.

**2.5.2 Prohibited Activities and Uses**

- A.** The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer, User or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits
- B.** The Company may require a Customer or User to shut down immediately and without notice its transmission of signals if the Company reasonably believes that said transmission is causing interference to others
- C.** A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this Tariff Such a transfer will be treated as a disconnection of existing Service and installation of new Service
- D.** The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations. (N)  
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(N)

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2.5.3 **Claims.** Notwithstanding Sections 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User or End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

2.6 **Customer Equipment and Channels.**

2.6.1 **General.** A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6.2 **Station Equipment.**

- A. Customer Provided Equipment and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect Customer Provided Equipment to the Company's point of connection.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Equipment and Channels, (Cont'd.)**

**2.6.2 Station Equipment (cont'd)**

(N)

- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities All such Customer-Provided Equipment shall be registered by the FCC pursuant to Parts 15 and 68 of Title 47, Code of Federal Regulations, as applicable; and all User-provided wiring shall be installed and maintained in compliance with those regulations The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment

**2.6.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense
- B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the Tariff of the other communications carriers which are applicable to such connections

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C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

2.6.4 **Inspections.** If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.7 **Interruption of Service.**

2.7.1 **General.**

A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting of its Service or facilities, the failure of facilities or services of other companies relied upon by the Company to provide the Service, negligence of the Customer or User or to failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and was not caused by channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than

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eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one day of Service.

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User or any common carrier providing service connected to the Service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

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7. interruption of Service due to circumstances or causes beyond the control of the Company.

C. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human error. "Interruption" does not include and no allowance shall be given for Service difficulties such as slow dial tone, circuits busy or other network capacity shortages. No interruption allowance shall apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruption due to electric power failure.

2.8 **Payment Arrangements.**

2.8.1 **Payment.** The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

2.8.2 **Billing and Collection of Charges.**

A. All Customer bills are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company on or before the twenty second (22<sup>nd</sup>) day after mailing of the bill to the customer. If any portion of the payment is received in funds that are not immediately available, then a late payment penalty on all unpaid amounts not in dispute may be assessed by the Company, calculated at the maximum monthly rate specified under Missouri law.

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.8 Payment Arrangements, (Cont'd.)

#### 2.8.2 Billing and Collection of Charges

- B.** The Company may charge a returned check fee in an amount up to \$25.00 for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request. **(I)**

#### 2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the Missouri Public Service Commission.

#### 2.8.4 Discontinuance of Service

- A.** If payment is not received within twenty two (22) days of the due date, a disconnect notice may be sent to the Customer. A written notice will be sent by first class mail at least ten (10) days prior to the proposed date of discontinuance. In the alternative, Company may deliver a written notice by hand to the customer at least ninety six (96) hours prior to discontinuance.
- B.** Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Company with reasonable evidence of such necessity.
- C.** If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Taxes and Other Charges**

The Customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees and all taxes, fees, and other exactions applicable to or imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income

**2.10 Qualification as Residential Usage**

The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence

(D)

**2.11 Use of Customer's Service by Others**

**2.11.1** Customers Services provided hereunder are provided solely for the use of the Customer, Users and End Users. Customers may not resell such Service to a third party for any form of compensation

(D)  
(D)

**2.11.2** Transfers and Assignments Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or

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(c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited. The address associated with an emergency 911 call is the authorized address where the Service is originally provided, and movement of the Company-supplied equipment from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will be limited if the voice-enabled cable modem is moved from the original service location.

2.12 **Cancellation of Service.** If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this Tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. all recurring charges specified in this Tariff for the balance of the then-current term on a pro-rated basis.

2.13 **Notices and Communications.** All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.14 **Special Construction and Special Arrangements.**

2.14.1 **Special Construction and Non-Routine Maintenance.** Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. The Company may perform such special construction, arrangements and non-routine maintenance outside of its regular business hours or, at its sole discretion and subject to any conditions it may impose, in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. Additional charges may apply if installation commences during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or nights.

2.14.2 **Basis for Charges.** Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Special Construction and Special Arrangements, (Cont'd.)**

**2.14.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer

**2.15 Rights of the Company**

**2.15.1 Establishment of Service**

- A.** During the application process, the Telephone Company may check past telephone account information in order to establish a credit risk assessment.
- B.** The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C.** Credit references under this section must indicate the Customer has not been late for longer than 30 days three times in a twelve month period.
- D.** Customers, who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an Advance Payment. The Advance Payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The Advance Payment will appear as a credit and be applied to the first month bill. The Company reserves the right to refuse service if the customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.
- E.** The Company will provide a notification and information letter to those customers required to make an Advance Payment. The notification letter shall contain the reason for the Advance Payment.
- F.** For Customers required to make an Advance Payment, the Company may require proof of positive identification.

(N)

(N)

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### 3.0 SERVICE DESCRIPTION

#### 3.0 Service Areas

The Company provides service in the areas as defined below where appropriate and necessary network facilities are available

- A. Exchange Areas for Services** - The Company provides service in all or portions of the following exchange Serving Wire Centers of AT&T Missouri and Embarq: Belton, Ferrelview, Kansas City, Kearney, Lee's Summit, Liberty, Platte City, Smithville and (D) Weston

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.15 Rights of the Company (Cont'd.)

(N)

#### 2.15.2 Involuntary Suspension of Service

- A. A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any charges for which the Customer has agreed to be responsible after a written notice has been furnished to the Customer. The Customer's written notice shall be sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay charges stated.
- B. At least twenty-four (24) hours preceding a suspension, the Company shall make reasonable efforts to contact the Customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.
- C. The Company may place global toll blocking and eliminate any optical, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications service.
- D. The Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
- E. The Company may disconnect, without advance notice:
  - 1. Any Service used in such a manner as to interfere unreasonably with other services or service or another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Company's plant, property or service.
  - 2. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
  - 3. Any Service used to disseminate without authorization confidential, proprietary information of the Company or information that would enable other persons to gain unauthorized access to the Company's network or facilities.

(N)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Rights of the Company (Cont'd.)**

(N)

**2.15.2 Involuntary Suspension of Service (cont'd.)**

- F.** The Company may refuse to furnish or may discontinue service where there is subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law, subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Company employees), or subscriber use to impersonate or permit others to impersonate any other individual.
- G.** The Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- H.** Subject to Missouri regulations, the Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice.
- I.** Service may be refused or terminated for failure of the customer to provide a advance payment to the Company, if required.

(N)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Directories**

(N)

**2.16.1.** Telephone Directory Ownership - Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Company or the incumbent distributing company upon request. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed.

**2.16.2.** Directory Listings

- A.** The regulations for directory listings in this Section, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.
- B.** The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.
- C.** The Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Company, the clearness of the listing or the identification of the Customer is not impaired thereby.
- D.** Listings must conform to the incumbent Company's practices with respect to its directories.
- E.** Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Company, the omission of the listing is warranted by the circumstances of the particular case.
- F.** Except as provided in this Section of the applicable period for directory listings, including extra listings, where the listing actually appears in the directory, is the current directory period.
- G.** The Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Local Exchange Tariff.
- H.** One listing without charge, termed the Primary Listing, is provided.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Emergency Services**

(N)

- 2.17.1.** Company will supply the 911/E-911 service provider in Company's service area with accurate information necessary to update the 911/E-911 database at the time Company accepts Customer orders.
- 2.17.2.** Database records provide customer-specific information that includes the customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the end user's telephone.
- 2.17.3.** If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enable PS/ALI from a third-party provider.
- 2.17.4.** Company is obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Company recognizes the authority of the 911/E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Company.
- 2.17.5.** Company will collect 911/E911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to **RSMo 190 310**. Company will observe and adhere to the Commission's emergency telephone service rules in **4 CSR 240-34**.

(N)

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3. **SERVICE DESCRIPTION.**

3.1 **Digital Phone Service.**

3.1.1 **General.**

A. Description --

1. Digital Phone Service provides a connection to the Company's Digital Phone network which enables the Customer to:
  - (a) place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network;
  - (b) access the Company's intrastate, interstate and international Digital Phone Service;
  - (c) access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
  - (d) originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.1 General, (cont'd.)**

**A. Description, (continued)**

2. Digital Phone Service is not supported by an in-home back-up power source, and if electrical power and/or Time Warner Cable's cable modem service are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available
- B.** The rates and charges as quoted in Section 4 for Digital Phone Service entitle the Customer to make calls within Missouri without paying a toll charge
- C.** The provision of Digital Phone Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.
- D.** Unless otherwise specified in the Service Description, Residential Digital Phone Service customers may purchase a Primary Line and Additional Lines. (N)  
(N)

**3.1.2 Residential Digital Phone Service**

**A. Service Descriptions**

**.1 Digital Phone Service**

This service allows for unlimited local and toll (intrastate and interstate) outbound calling for a flat monthly rate. Discounts apply to Customers subscribing to other applicable Company services.

**.2 Digital Phone Unlimited Kansas and Missouri**

This service allows for unlimited outbound local and intrastate calling. Discounts apply to Customers subscribing to other applicable Company services. Interstate toll calling is available at an additional rate per minute.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (Cont'd.)**

**A. Service Descriptions, (Cont'd.)**

**.3 Digital Phone Local**

This service allows for unlimited outbound local calling. Service is only available to Customers of the Company's high speed cable modem service and/or Digital Cable television service. Intrastate toll calling is available at an additional rate per minute.

**.4 Digital Phone Seasonal Service**

(N)

Digital Phone Seasonal Service is available to Digital Phone residential customers who reside in their homes only part of the year. It allows existing customers to retain their existing telephone number and to maintain very limited phone service while away from their residence. Digital Phone Seasonal Service may only be offered to subscribers who have been connected to Digital Phone service for at least 7 calendar days after they are installed. New customers may not go directly to Seasonal Service. The customer must provide dates of departure and return. If return date is not provided, an automatic reconnect work order will be entered for 6 months. Customer must have a current account balance and provide a forwarding address, pay in advance or participate in an automatic payment option. Digital Phone Seasonal Service is only offered in the exchanges listed in Section b below.

(N)

*Some material previously found on this sheet now found on Original Sheet 37.3*

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (Cont'd.)**

**A. Service Descriptions, (Cont'd.)**

**.4 Digital Phone Seasonal Service, (Cont'd.)**

(N)

a. Features

Customer can turn this service on two times a year for a minimum of two (2) months and maximum of six (6) months per year. Outbound 911 and 611 functionality is available. When activated there will be no inbound call capability. All incoming call attempts will be routed directly to a reorder tone or voicemail. Voicemail will remain active if customer has voicemail and chooses to leave it active, or if a customer activates new voicemail. Voicemail will be available for remote access. No other features or services will be available during this time. Customer will not be able to make any charge per service calls or use charge per features within the plan such as international long distance, operator or directory assistance. If a subscriber has more than one line, all lines must go to and from Seasonal Service at the same time.

b. Availability

Digital Phone Seasonal Service is offered in all exchanges.

(N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (Cont'd.)**

- B. Custom Calling Features** - Custom Calling Features below are included at no additional charge as part of the Company's Digital Phone Service described in this Tariff. Accordingly, there are no monthly recurring charges associated with the features set forth below: (M)
1. **Call Waiting** – When a Customer is making a Call, a short spurt of tone signals the Customer that an incoming call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered. (M)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (cont'd.)**

(T)

**B. (continued)**

- 2. Caller ID** - Allows a Caller ID display unit to display the name and number of incoming calls. When Caller ID is activated on a Customer's line, the Calling Party Directory Name and/or Number (CPN) of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- A. Private, nonprofit, tax exempt, domestic violence intervention agencies, or
- B. Federal, state, and local law enforcement agencies

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (cont'd.)**

**(T)**

**B. (continued)**

**2. (continued)**

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.2 Residential Digital Phone Service, (cont'd.)**

**B. (continued)**

- 3. Call Waiting with Caller ID** - When a Customer is talking on the telephone, allows a Caller ID display unit to display the number of an incoming call. A Customer-provided visual display unit is required to interact with this feature.
- 4. Call Trace** - Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. If a trace is successful, the Company's equipment will record the originating telephone number, and the date and time of the call. The results of the trace will be disclosed to a law enforcement agency. Call Trace is available where facilities permit.
- .5 Anonymous Call Reject.** Blocks unwanted calls from callers who restrict sending caller ID information. (N)
- .6 Call Forward.** Allows all calls to be forwarded to a specific phone number (excluding international terminations).
- .7 Three-Way Calling.** Allows a User to add a third party or a second call to an existing two party call.
- .8 Speed Dial.** Provides single digit dialing for up to 8 numbers stored.
- .9 Inbound/Outbound Call Restriction Options.** Restricts inbound calls, and allows the Customer to opt to disallow certain outbound calls: International, 900, both international +900/976, all chargeable calls such as 411, 900, international, operator assisted and directory assistance. (N)

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### 3.0 - SERVICE DESCRIPTION, (CONT'.D)

#### 3.2 Local Exchange Service

(N)

Company will provide basic local exchange service via the Company's facilities to business customers within its local service areas. Basic local exchange service includes the following:

Basic Local Touchtone Service

Unlimited local calling within the local exchange area of the end user

E911 Emergency Service

One white page listing per account

Access to Operator Services

Access to Directory Assistance

Access to Customer Service and Repair Services

Access to services for the physically impaired

Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA Toll calling

##### 3.2.1. Business Voice Service Description

###### A. Spectrum Business Voice Service - Basic

Provides unlimited calling within the local calling area. Calls outside of the local calling area will be billed on a per minute basis. Customers subscribe on a month to month basis.

(N)

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**3.0 - SERVICE DESCRIPTION, (CONT'.D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

(M)

**B. Custom Calling Features**

There are no additional charges for the features listed below, however the Customer must select features when ordering service. Customers may add or remove features at any time. Voice Mail is available for an additional monthly per line charge.

- .1 Three-Way Call Transfer. Allows a User to add a third party or a second call to an existing two party call.
- .2 Anonymous Call Reject. Blocks unwanted calls from callers who restrict sending caller ID information.
- .3 Call Forward. Allows all calls to be forwarded to a specific phone number (excluding international terminations).
- .4 Cancel Call Forward. Cancels the forward feature and returns call to User handset.
- .5 Call Waiting. A special tone alerts the User when another caller is trying to reach him/her and User is already on the phone.
- .6 Call Waiting ID. Displays the name and number of the incoming call on the User's telephone display.
- .7 Cancel Call Waiting. Blocks Call Waiting on a per call basis.

(M)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

**B. Custom Calling Features, (Cont'd.)**

- .8 Caller ID - Allows a Caller ID display unit to display the name and number of incoming calls When Caller ID is activated on a Customer's line, the Calling Party Directory Name and/or Number (CPN) of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle

Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- A. Private, nonprofit, tax exempt, domestic violence intervention agencies, or
- B. Federal, state, and local law enforcement agencies

The CPN will not be transmitted from a line equipped with this capability Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

**B. Custom Calling Features, (Cont'd.)**

**.8 Caller ID, (Cont'd.)**

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

**B. Custom Calling Features, (Cont'd.)**

- .9 Hunting - Sequential. Allows sharing of a group of lines by many individuals for incoming calls. When a pilot number is dialed and is busy, hunting will be invoked. The call will be delivered to the first idle line found in the hunt group.
- .10 Hunting - Uniform Call Distribution. Allows sharing of a group of lines by many individuals for incoming calls. When a pilot number is dialed, the call will be assigned to the most idle line.
- .11 Speed Dial. provides single digit dialing for up to 8 numbers stored.
- .12 Non-verified Account Codes. Allows charge of calls to user projects, departments or other special accounts. The codes are considered non-verified because they are not validated by the switch and are not checked when entered.
- .13 Inbound/Outbound Call Restriction Options. Restricts inbound calls, and allows the Customer to opt to disallow certain outbound calls: International, 900, both international + 900/976, all chargeable calls such as 411, 900, international, operator assisted and directory assistance

(N)

(N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

(N)

**C. Toll Free Services**

**1. Description**

Toll Free Service is an inbound calling service, available to Company Customers with an active Business Class Phone (BCP) telephone number, which permits calls to be completed to the Customer's location without charge to the calling party. Call charges are billed to the Customer rather than to the originating caller. Service is accessed by dialing a toll-free prefix (8xx). Vanity toll free numbers are available upon request [See Tariff Section 2.15]. Access to the service is gained by dialing a ten-digit toll-free number which terminates at the Customer's location. Toll Free Numbers may be listed in the national Toll Free Directory Assistance database. Customers may subscribe to a maximum of five (5) toll free numbers per Customer location. In addition to a Monthly Recurring and/or Non-Recurring charge, per minute charges will apply.

Rates are not mileage or time-of-day sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds.

(N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D.)**

**3.1 Digital Phone Service, (Cont'd.)**

**3.1.3 Business Class Phone Service, (Cont'd.)**

**C. Toll Free Services, (Cont'd.)**

**1. Description, (Cont'd.)**

Customers may choose from Basic Toll Free Service or Enhanced Toll Free Service, depending upon their needs. Basic Toll Free Service allows all toll free calls to terminate to a single BCP number. Enhanced Toll Free Service allows calls to terminate to multiple BCP numbers based on customer-selected features.

Time of Day Routing – Routes traffic to different locations and/or numbers based on time of day.

Day of Week Routing – Routes traffic to different locations and/or numbers based on day of the week.

Day of Year Routing – Routes traffic to different locations and/or numbers based on the day of year.

NPA Routing / NPA/NXX Routing – Routes calls based on origination. Routing can be based on area code/exchange.

Call Allocation – Routes toll free traffic to various BCP lines based on a pre-set percentage distribution.

NPA Selection / NPA/NXX Selection – Allows or blocks incoming calls based on originating area code or area code/exchange combinations.

(N)

(N)

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3.2 **Miscellaneous Digital Phone Services.**

3.2.1 **General Terms and Conditions.**

- A. The features in this section are included in the Company's Digital Phone Service offering.
- B. All features are provided subject to availability: Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

3.2.2 **Directory Services.**

- A. **Directory Assistance Service.** Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found.
- B. **Directory Assistance Call Completion Service.** Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

- 3.2.3 **Directory Listing Services.** The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.2 Miscellaneous Digital Phone Services, (Cont'd.)**

**3.2.3 Directory Listing Services, (cont'd.)**

**A. Additional and Foreign Listings**

1. Additional Listings are provided in addition to the main listing on a Digital Phone Service Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

**B. Private Listing** - At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory or in the information records available to the general public

**C. Referral** - Upon disconnection of a line the Customer may request an announcement referring the caller to the Customer's new number for up to three months from the date of disconnect

**3.3 [Reserved for Future Use]**

(D)

**3.4 9-1-1 Telecommunications Service**

(D)

**3.4.1 General** – The Company is obligated to supply E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customers orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

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### 3.0 - SERVICE DESCRIPTION, (CONT'.D)

#### 3.3 Trial Services

(T)

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

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3.7 **Description of IBS Services.**

3.7.1 **General.** IBS services, including, but not limited to, Full Motion Video Conferencing, Ethernet Local Area Network (LAN) to Wide Band Network (WAN) Connection, Internet Distribution from non-Company ISP Handoff Via Ethernet WAN, High Speed Data Modems, Data Services, Optional Services (including Additional User Site, Ethernet Upgrade, Conference Connections) are offered pursuant to rates, terms, and conditions contained in Customer Specific Contracts.

3.7.2 **Full Motion Video Conferencing.** Full Motion Video Conferencing Service is composed of two origination channels provided for the transmission of one-way and two-way communications. Each channel consists of video with an audio subcarrier, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

- A. A full motion transmission system to deliver video at thirty (30) frames per second in a configuration which has two (2) transmit video channels and two (2) associated audio channels from each site. The system switching and per site receive capacity will allow 100% simultaneous access at every site to all sites for full motion video conferencing at all time.
- B. Infrastructure will be sufficient to support the expansion of video services and the addition of at least two additional transmit video channels with audio from each site. The network architecture will be sufficient to maintain 100% simultaneous full motion video conferencing access with the expanded per site transmission capability.
- C. Will transport and deliver multichannel National Television Systems Committee ("NTSC") video signal(s) and associated audio signal(s) using fiber optic transport. The fiber optic

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transmission system carrying the interactive video channels and associated audio channels will be terminated at each User site on jacks in a cabinet on wall space provided at each site by the User.

- D. Each video channel provides a standard 525-line/60 field, full-color NTSC video signal. The audio-visual transmission time differential shall be of plus or minus 20 milliseconds maximum lead or lag. Color resolution shall be 4 2 2. Video signal-to-voice ratio through the end to end Full Motion Video Conferencing Service shall be better than 47 dB. Video signal-to-voice ratio at designated gateways to other full Motion Video Conferencing Service systems shall be better than 54 dB.

The format for a NTSC specified channel is shown on Exhibit A attached hereto. The "Sound Carrier" referenced at 4.5 MHz is the audio subcarrier.

- E. The Full Motion Video Conferencing Service demarcation will comply with the NTSC baseband specification at the following levels:

**VIDEO:**

Video Input Level, VPP; 1.0typ, +/-3.0 dB  
Video Bandwidth: 20 Hz to 4.5 MHz

**AUDIO:**

Audio Input Level, VPP: 1.0typ, +/-3.0 dB  
Audio Bandwidth: 20 Hz to 15 kHz

- F. The interface will also conform with Section 4 of the EIA/TIA-250-C standard for Electrical Performance for Television Transmission Systems.

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3.7.3 **Ethernet Local Area Network (LAN) to Wide Area Network (WAN) Connection.** Included in the IBS Interactive Broadband Services offering is a 100 Mb IEEE Ethernet circuit. This capacity will be used for school Internet and Intranet activity via Cisco 2514 or equivalent LAN/WAN routers at each User site. (Routers are owned and purchased by the User.)

Physical connection to the Service network will be via a 10/100 or 1000Base AUI connection between the service modem and the local service router.

The LAN/WAN network will comply with the IEEE Standards for Local Area Networks (LANs) for Physical and Data Link as defined by the International Organization for Standardization of Open Systems.

Ethernet connections are suited for Customers who require Ethernet connectivity at native 1000 Mbps speeds. The end points will appear as IEEE 802.3 transparent bridges. The service can be used either in a point-to-point configuration or in a multipoint ring configuration, pursuant to the following technical characteristics:

Ethernet interface: 802.3 10/100 or 1000Base  
Connector: Female DB-15 (10/100 or 1000Base)

**ADDRESS FILTER:**

Filter type: MAX layer source and destination address, self learning with aging timer

Filter rate: 6,000 to 13,000 packets per second; site to site (two way)

Maximum distance  
from Mux to segment: 100 miles with an 802.3 compliance RF cable

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modem

- 3.7.4 **Internet Distribution from non-Company ISP Handoff Via Ethernet WAN.** The Ethernet circuit can be used to transport digital signals from the User site to the video switch hub, to other User sites and to the public domain Internet via an ISP path provided by the User. Connection of these data transport facilities to other network points beyond to video switch shall be a separate arrangement between the User of those facilities and the telecommunications provider serving that location under the rates and charges that telecommunications provider has on file with the MoPSC.

The Internet distribution will be carried via an IEEE Ethernet network configured using a standard router/switch architecture.

The ISP-provided Ethernet switch provides Internet access to the Ethernet LAN. In this design, the Ethernet switch is the effective hub for the input Internet and the local LAN users.

- 3.7.5 **High Speed Data Modems.** The Local Area Network (LAN) at each remote location connects to the Wide Area Network (WAN) and the central Ethernet Backbone through a Remote Network Modem or a Remote Network Transceiver. The Remote Network Modem converts standard 10Base5 Ethernet for correction via standard 6 MHz cable television channels, transmitting one channel inbound between 5 to 42 MHz and receiving one outbound channel between 54 and 550 MHz. The Remote Network Transceiver converts standard Ethernet for connection via optical wavelength transmission to and from the primary network location. The technical specifications for the broadband modem is shown on **Exhibit B** attached hereto.

The WAN is configured per IEEE Ethernet Spanned Tree Protocol standards and provides each location full access to inter site 10 MbB

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Ethernet service and Internet service. The remote LAN then can be configured with symmetrical, scalable access to the LAN.

Ethernet network will provide for expansion capability for higher speed Internet feeds to the network and for a higher bandwidth aggregate speed between sites. Expansion capability is required for base service but will be contracted for and purchased under separate agreements.

3.7.6 **Data Services.** The headend also has a headend reference node (headend "Pacer" modem). The "Pacer" section coordinates the entire network by providing:

- dynamic data bandwidth assignments between individual nodes
- network time synchronization
- reference packets which direct the network frequency scanning, automatic level adjustment and automatic RF channel equalization algorithms.

The Headend Reference Node communicates with the Network Manager via the Ethernet Backbone Switch. The System Control Package within the Network Manager includes:

- Media Access Control (MAC) Manager and SNMP software for network access authorization, network specific parameter assignments and modem assignments.
- the Boot Servicer to initialize modem service.
- the TCP/IP Stack for IP addressing and access.

The Router provides IP access throughout the WAN based upon the IP addressing of the packets while providing simultaneous, transparent

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.4 High Capacity Transmission Services (N)**

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint defined connection between one or more customer-defined locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

**3.5 Other Services (T)**

Other Services may be provided by the Company on an Individual Case Basis (“ICB”)

**3.6 Customer Specific Contracts (T)**

The Company may provide any of the Services offered under this Tariff, or combinations of Services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

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3.10 **Rates and Charges.** IBS Services Customers and Incidental Users will be charged applicable Non-Recurring Charges, Recurring Charges and/or usage charges.

3.11 **Schools and Libraries Discount Program.**

3.11.1 **General.** The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase services offered under this Tariff at a discounted rate, in accordance with Chapter 392.205 RSMo and the rules adopted by the Missouri Public Service Commission in 4 CSR 240 33.120 and the FCC in its Universal Service Order 97-157, issued May 8, 1997. The rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.500 et seq.

In accordance with the rules, the level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

3.11.2 **Regulations.**

A. Obligation of eligible schools and libraries:

1. Schools, libraries and consortia shall participate in a competitive bidding process for all Services eligible for

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discounts, in accordance with any state and local procurement rules.

2. Schools, libraries and consortia shall submit requests for Services to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), as designated by the FCC, and follow established procedures.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of the Company:

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications Services contained in this Tariff.
2. The Company will offer Services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding prices).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed.

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4. **RATES.**

4.1 **Rates.**

4.1.1 **Service Connection and Related Charges.**

A. **General.**

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.
4. Connections, moves, or changes of Service that are incidental to connections, moves, or changes of Time Warner Cable high-speed modem data service will not be subject to charges under this Schedule of Rates, but may be subject to charges imposed by Time Warner Cable pursuant to the cable modem subscriber agreement.

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#### 4.0 – RATES, (CONT'D)

#### 4.1 Rates, (Cont'd.)

#### 4.1.2 Rates and Charges

##### A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

2. Spectrum Business Voice Service Basic Installation Charge \$99.00

##### B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: ICB (C)

Per commercial End User per month: ICB (C)

3. Spectrum Business Voice Service - Basic

Per month \$34.99

Rate/Minute for calling outside local calling area \$0.07

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.2 Residential Digital Phone Services

B. Digital Phone Unlimited Kansas and Missouri

Primary Line

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$29.95

Customers subscribing to Time Warner Cable high speed cable modem data service, but not subscribing to Time Warner Cable CPST or Digital Cable video television service (“Double Play”) \$34.95

Customers subscribing to Digital Phone Unlimited Kansas and Missouri only (“Single Play”) \$39.95

Each Additional Line: \$24.95 (T)

C. Digital Phone Local

Primary Line

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$24.95

Customers subscribing to Time Warner Cable high speed cable modem data service, but not subscribing to Time Warner Cable CPST or Digital Cable video television service (“Double Play”) \$29.95

Each Additional Line: \$19.95 (T)

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.2 Residential Digital Phone Services**

**D. Digital Phone Seasonal Service**

Monthly Recurring Charge: \$9.95  
One-Time Set-up Fee: \$9.95

(N)  
|  
(N)

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.3 Business Class Phone Service**

**A. BCP Unlimited Service**

**(T)**

Service is provided on a term basis only, with a minimum term period of 1 year. Term service rates are based on discounts off the Monthly Recurring Charge for month-to-month service, which is only available once the initial term agreement period has been completed and until such time as another term agreement is secured.

	Monthly Recurring Charge
Stand-alone BCP * (single play)	\$72.95
BCP bundled with data or Digital Cable video television service (double play)	
Discount	13.7%-16.3%
Term Discount (1-3 years)	24.6%-32.8%

\* There is a two (2) line minimum for stand-alone BCP service.

All term agreements are offered on a nondiscriminatory basis and are available at the same rates to similarly situated customers.

*Some material previously found on this sheet now found on Original Sheet 53.3*

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.3 Business Class Phone Service, (Cont'd.)**

**B. BCP Unlimited Local Service**

(N)

Monthly Recurring Charge: \$24.95

Stand-alone (single play)  
Minimum 2 Year Term

Bundled with data and/or digital Video Television  
service (double or triple play)  
Minimum 1 Year Term

Rate /minute for calls outside local calling area: \$0.07

**C. BCP Unlimited Missouri Service**

Monthly Recurring Charge: \$29.95

Stand-alone (single play)  
Minimum 2 Year Term

Bundled with data and/or digital Video Television  
service (double or triple play)  
Minimum 1 Year Term

(N)

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.3 Business Class Phone Service, (Cont'd.)**

**D. Toll Free Services**

	<u>Monthly Recurring</u> <u>Charge</u>	<u>Non-Recurring</u> <u>Charge</u>	(N)
Basic Service	\$0.00	\$0.00	
Enhanced Service per line (maximum 5 lines)	\$10.00	\$0.00	
Per Feature Charge	\$0.00	\$50.00	
Intrastate Per Minute		\$0.06	(N)

**4.1.4 Directory Services**

**A. Directory Assistance**

1. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.4 Directory Services, (Cont'd.)**

**(T)**

**A. Directory Assistance, (Cont'd.)**

**(T)**

2. A Customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges

3. Charges do not apply for up to fifty (50) calls per billing cycle from lines serving individuals with disabilities To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption Information contained on the exemption records shall be treated as confidential by the Company The Customer shall notify the Company when the need for an exemption no longer exists

**4. Rates and Charges**

1	Per Request – Local Directory Assistance	\$0.99
2	Per Request – Local Operator Dialed Directory Assistance	\$0.99
3	Per Request – National Directory Assistance	\$1.37
4	Per Request – National Operator Dialed Directory Assistance	\$1.67

**(D)**

**(D)**

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.4 Directory Services, (Cont'd.)**

**(T)**

**B. Directory Assistance Call Completion Service**

**(T)**

1. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and, if applicable, normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.
2. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested
3. The Directory Assistance Call Completion Service charge applies only to calls actually completed
4. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission
5. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this Tariff

**6. Rates and Charges**

**(T)**

- |    |   |        |
|----|---|--------|
| 1. | Per Request – Local Directory Assistance with Call Completion                 | \$1.03 |
| 2. | Per Request – Local Operator Dialed Directory Assistance with Call Completion | \$1.03 |
| 3. | Per Request – National Directory Assistance with Call Completion              | \$1.67 |

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4. Per Request – National Operator Dialed Directory Assistance with Call Completion \$2.52

4.1.5 **Operator Service.**

A. **General.**

1. Calls may be completed or billed with live or mechanical assistance by the Company's operator center.
2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate.
3. Charges for operator services will be credited to the Customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. When the Customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable Service charge as set forth below.

B. **Rates and Charges.**

	Per Call
1. Operator Placed Direct Call	\$1.35
2. Person-to-Person Surcharge - local	\$3.56
3. L/D Station to Station Intrastate	\$7.50

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.6 Nonlisted Service\*\***

(T)

**A. Terms and Conditions**

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service

**B. Rates and Charges**

Nonrecurring Charge	(No charge) \$0.00
Monthly Charge	(No charge) \$0.00

**4.1.7 Nonpublished Service\*\***

(T)

**A. Terms and Conditions**

1. The customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service

\*\* Customers who currently use Nonlisted Service and who retain the same telephone number on the Company's service may retain this service at current rates. This service is not available to new Customers. (N)

Customers who currently use Nonpublished Service and who retain the same telephone number on the Company's service may retain this service at current rates. This service is not available to new Customers. (N)

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**4.0 – RATES, (CONT.D)**

**4.1 Rates, (Cont'd.)**

**4.1.7 Nonpublished Service\*\***

**(T)**

**A. Terms and Conditions**

- 2. Incoming calls to Nonpublished Service will be complete only when the calling party places the call by telephone number The Company will adhere to this condition notwithstanding any claim made by the calling party
- 3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service
- 4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person

**B. Rates and Charges**

Nonrecurring Charge	(No charge) \$0.00
Monthly Charge	(No charge) \$0.00

\*\* Customers who currently use Nonpublished Service and who retain the same telephone number on the Company's service may retain this service at current rates. This service is not available to new Customers.

**(N)**  
**|**  
**(N)**

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**4.0 – RATES, (CONT'D)**

**4.1 Rates, (Cont'd.)**

**4.1.8 Private Listing**

**A. Terms and Conditions**

Customers may request their Directory Listing information to be held private, not available to the Directory Assistance operator or listing services. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested to be held Private and therefore omitted from the telephone directory or the disclosing of such a listing to any person where such a listing is published in the directory. The Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Private Listing Service.

**B. Rates and Charges**

Customers who purchase Company services after the effective date of this tariff page will be billed for Private Listing service as noted below.

	Residential	Business
Nonrecurring Charge	\$5.95 (I)	\$0.00
Monthly Charge	\$4.20	\$0.00

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**4.0 – RATES, (CONT'D)**

**4.2 Miscellaneous Rates**

**4.2.1 Service Change**

Charges Service Change Charges apply per line when a Customer requests a change in existing Service

**A. Telephone Number Change** – A charge may apply to each Customer requested change in telephone number

**B. Directory Listing Change Charge** – A charge may apply to each Customer-requested change in directory listing

**C. Rates and Charges**

1. Non Recurring Charge for Telephone Number change \$19.95 (I)
2. Non Recurring Charge for Directory Listing change (No charge) \$0.00

**4.2.2 Change of Responsibility - Terms and Conditions**

When acceptable to the Company, an applicant may supersede Service of an existing Customer where an arrangement is made by the Customer and the applicant to pay all outstanding charges against the Service The applicant must also make arrangements to become a Time Warner Cable cable modem service customer No non-recurring Service connection charge will be due from the applicant under this Tariff if the applicant becomes a Time Warner Cable cable modem service customer and a Customer for Service provided under this Tariff at the same time

**4.2.3 Customer Specific Pricing Plan Services (CSP)** are for the provision of dedicated, non-switched, private line and special access services and for central office-based switching systems which substitute for customer premise, private branch exchange (PBX) (ie Centrex) services CSP are also for any business service offered in an exchange in which basic local telecommunications service offered to business customers by incumbent local exchange carriers has been declared competitive

**4.3 Promotional Offerings**

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, the stimulate

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**4.0 – RATES, (CONT.D)**

**4.3 Promotional Offerings, (Cont'd.)**

Usage to test potential new services, and/or increase existing Customer awareness of the Company's services In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company

The Company will provide tariff notification to the Missouri Public Service Commission no less than seven (7) days prior to the beginning of each promotion specifying services offered, the exchange(s) within which the promotion will be offered, terms of the promotion, location, and start and end dates of each promotional campaign The Company will offer all promotions in a non-discriminatory manner

**4.3.1 BCP Unlimited In-State Calling Plan Promotion**

New Customers who purchase Business Class Phone Service will receive discounted service if the Customer subscribes to:

- a) a minimum of two (2) lines, maximum of twelve (12)
- b) a minimum term of two (2) years
- c) also purchase Company-provided Digital Cable video television service (double play) or Company-provided high speed cable modem data service (triple play) and the time the initial order is placed.

Up to two (2) of the initial subscribed lines will be priced at a discounted rate. All other initial subscribed lines will be priced in accordance with the tariff. All calling features available with the tariffed service will be available to Customers of this Promotion.

The Promotion will continue for six (6) months from tariff approval date. This Promotion may be combined with the Business Class Phone Service – Promotion 2.

Monthly Recurring Discount for up to two discounted lines: 25% to 36%  
depending on the service term and if the up to two (2) discounted lines are part of  
the double play or triple play service bundle.

*Some material previously found on this sheet now found on Original Sheet 61*

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(N)  
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(N)

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**4.0 – RATES, (CONT.D)**

**4.3 Promotional Offerings, (Cont'd.)**

**4.3.2 Business Class Phone Service – Promotion 2**

Customers who subscribe to Business Class Phone Service where the initial order is for more than five (5) lines will receive a 20% discount on the total initial order. The Promotion will continue for six (6) months from tariff approval date. This Promotion must contain the following at the time the initial order is placed:

- a) a minimum of four (4) lines with unlimited local and intrastate toll service at the standard price; lines over the four (4) line minimum may be subscribed to at the discounted rate for the BCP Unlimited In-State Calling Plan Promotion

**4.4 Employee Rates**

The Company may offer special rates or rate packages to its employees or employees of its affiliates

*Some material now found on this sheet previously found on Original Sheet 60*

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## 5.0 – SPECIAL SERVICES AND PROGRAMS

### 5.1 Lifeline Telephone Service

- A. Eligible low-income subscribers of the Company's Lifeline Telephone Service will receive a monthly credit, based on the Federal Lifeline Program, towards a qualifying bundle of Spectrum Voice and Internet service.<sup>1</sup>
- B. Spectrum Voice is \$19.99<sup>2</sup> per month when bundled with a qualifying Internet service.
- C. **Spectrum Voice:** Includes local calling (Basic Service), Unlimited Long Distance (ULD) calling minutes (intrastate and interstate) and Calling Features on the Subscriber's primary line including 3-Way Calling, Accept Selected Callers, Block 3rd Party Charges, Block 900/976 Calls, Block Anonymous Calls, Block Collect Calls, Block International Calls, Block Outbound Caller ID, Block Unwanted Callers, Caller ID, Call Waiting, Call Waiting with Caller ID, Do Not Disturb, Forward All Calls, Forward Calls When Busy, Forward Calls When No Answer, Forward Selected Calls, Repeat Dialing, Return Call, Set Backup Phone, Simultaneous Ring, Speed Dial, Trace Call and VIP Ring. Unlimited long distance calling includes calls within the fifty (50) United States and Canada, Guam, Mexico, Puerto Rico, American Samoa, the Northern Mariana Islands and the US Virgin Islands. Also included is Directory Assistance, Private Number Service, Call Guard (blocks unwanted calls from robo-callers) and Voicemail/Readable Voicemail. Some features or services may not be available in all areas and are subject to change at Spectrum's discretion. Taxes and fees included. Feature descriptions may be found at [www.spectrum.net/support/category/voice](http://www.spectrum.net/support/category/voice).<sup>3</sup>

#### 5.1.1 Eligibility

- A. Lifeline Telephone Service is a government assistance program and is restricted to low income residential customers for a single exchange access line, per household, at the principal residence. A household is defined as any individual or group of individuals living together at the same address as one economic unit.

To qualify for Lifeline Telephone Service, a Customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size, or the Customer must participate in any one of the following assistance programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans and Survivors Pension Benefit

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<sup>1</sup> Select Lifeline bundles eligible for discount are as determined by the Company. The Company's voice service bundled with the Company's qualifying Lifeline Internet service will receive a federal Lifeline Internet credit.

<sup>2</sup> The rate changed to \$19.99 for new customers on October 11, 2022, while existing customers continued at the old rate of \$14.99. Effective on August 9, 2023 the \$19.99 rate will apply to all customers. (I)

<sup>3</sup> Basic Service and ULD are described fully in the Company's Residential Voice Price Guide located at <https://www.spectrum.com/policies/terms-of-service>.

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**5.0 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

(N)

**5.1 Lifeline Telephone Service (Cont'd.)**

**5.1.1 Eligibility (Cont'd.)**

- B. Customers may learn more about Lifeline Telephone Service, determine eligibility, and submit an application (online or by mail) at <https://www.lifelinesupport.org/>.
- C. The Lifeline Telephone Service credit will be effective the month following Customer's enrollment in the Company's Lifeline Telephone Service program.
- D. The Customer must qualify for Lifeline Telephone Service on a yearly basis and may be required to recertify to confirm continued eligibility for the Lifeline benefit.

**5.1.2 Lifeline Telephone Service Terms and Conditions**

- A. The Company's Lifeline Telephone Service is available only to Customers within the Company's designated Eligible Telecommunications Carrier area which corresponds to those Census Blocks in Missouri in which it receives Rural Digital Opportunity Fund support, as described in Section 5.1.3, below.
- B. Lifeline Telephone Service is limited to one per household at the Customer's primary residence and is non-transferable.

(N)

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**5.0 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

(N)

**5.1 Lifeline Telephone Service (Cont'd.)**

**5.1.2 Lifeline Telephone Service Terms and Conditions (Cont'd.)**

- C. For any Lifeline Telephone Service offering that distinguishes between toll and non-toll calls (i.e., separate charges are assessed for toll calls), toll limitation is offered at no charge to those Lifeline Telephone Service Customers who request this feature. The Company will not collect a service deposit for Lifeline Telephone Service plans that do not charge additional fees for toll calls, or for which a Customer has elected toll limitation service.
- D. Service connection charges do not apply to change existing Service to/from Lifeline Telephone Service. For connection of new service, Service connection charges may apply.

**5.1.3 Lifeline Telephone Service Availability**

- A. The provision of Lifeline Telephone Service is subject to the availability on a continuing basis of all the necessary network facilities and technical capabilities to provide the Lifeline Telephone Service.
- B. Lifeline Telephone Service shall be available in the Census Blocks in Missouri in which the Company receives Rural Digital Opportunity Fund (RDOF) support. These designated Census Blocks where the Company receives RDOF funding may cover all or portions of the following Counties:

Caldwell	Cass	Clay	Clinton
Jackson	Lafayette	Platte	Ray

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