



### ■ Deposit Policy

#### New Customers

If you are a seasonal or short-term customer, you may be required to pay a deposit.

#### Customers 62 Years of Age or Older

If you are 62 years of age or older, we will not ask for a deposit unless your service was terminated for non-payment within the past six months.

#### Deposits are Not Required

Persons who receive Supplemental Security Income, Medicaid, Home Relief, Food Stamps, Aid to Families with Dependent Children or are recipients of HEAP are not required to make deposits.

#### Poor Payment History

If you have a record of being delinquent in your bill payments, you may be required to pay a deposit or an additional deposit. Delinquent in payment means that you have received two bills without paying one-half of the total two bills.

#### Service Termination

If your service has been terminated for non-payment of bills in the last six months, you may be required to pay a deposit.

Amount of Deposit is based on two times the average monthly bill.

#### Payment of Deposits

You can either pay the deposit in full, or request an agreement whereby you can pay the deposit in installments over a period not to exceed 12 months.

#### Interest and Refund

We pay interest on your deposit at a rate specified by the Public Service Commission. We can hold a deposit for one year. If you have not been delinquent (as described above) in the past 12 months, the deposit and interest earned will be applied to your bill, or refunded to you if you request. If you have been delinquent, we will continue to hold your deposit but credit your account with the earned interest. The account will be reviewed again once a year to determine if it qualifies for a refund.

### ■ Special Services For People With Disabilities

Nicholville Telephone Company can make arrangements to provide specialized telecommunications equipment for people certified as hearing or speech impaired. Customers may lease or purchase the special equipment. Further information is available at our business office.

Exemption from Directory Assistance charges is available to legally blind, visually impaired or physically handicapped people unable to read or use standard printed materials because of physical limitations.

As a customer of Nicholville Telephone Company you have access to the New York Relay Service. This service provides all customers who use standard telephones as a way to communicate with the deaf, hearing and or speech impaired customers who use Telecommunications Devices for the Deaf (TDDs). When you call New York Relay a specially trained operator makes the connection between the two callers and facilitates the call. You can reach NY Relay by dialing: 1-800-662-1220 for TTY Users (Hearing Disabilities); 1-800-421-1220 for Voice (Non-TTY) Users; 1-877-826-6977 for Voice Carry-Over Users (VCO); 1-800-584-2849 for ASCII Users; or 711 for all of the above services. Additionally, Spanish-to-Spanish only 1-877-662-4886, Speech-to-Speech only 1-877-662-4234 and Pay Per Call services only 1-900-230-6565.

To learn more about New York Relay please call the Relay Inquiry Line (Voice) 1-800-664-6349 or (TTY) 1-800-835-5515.

### ■ Certain Customers May Qualify For A Reduced-Rate Service

You may be eligible for a discount on your telephone service. The reduced-rate service is called "Life Line." It is a special plan for customers who are eligible to receive benefits from any one of the following programs:

- Aid to Families with Dependent Children
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income Veterans Disability Pension
- Veterans Surviving Spouse Pension

For more information and a Life Line application, call a Nicholville Telephone Company customer service representative at (315) 328-4411 (Mondays 9:00 a.m. – 5:00 p.m. and Tuesday thru Friday 8:00 a.m.-5:00 p.m.).

### ■ Statement of Billing Error Rights

For Interstate Pay-Per-Call Services This statement sets out your billing error rights with respect to telephone billed purchases made using interstate 900 pay-per-call services that are billed to you through Nicholville Telephone Company, Inc.

The rights and obligations of you, the customer, and of Nicholville Telephone Company, and the following long distance companies: AT&T Communications, MCI Telecommunications and Sprint, who are billing entities set out here, are provided under the Federal Telephone Disclosure and Dispute Resolution Act.

This is the procedure that you must follow to notify Nicholville Telephone Company of a billing error and the steps that we, AT&T Communications, MCI Telecommunications, or Sprint must take in response to your notice:

You may provide notice of a billing error to Nicholville Telephone Company by telephone or in writing. If you write you should:

- (1) give us your name or the customer's name and telephone number to which the charge was billed;
- (2) tell us the date and amount of the error and the type of error you believe occurred; and
- (3) tell us why you believe it was an error.

You should contact Nicholville Telephone Company first, since we have an agreement to receive billing error notifications from customers. You may provide a notice to the long distance company instead, and it may ask you to contact us directly, and provide to you our name, mailing address and business telephone number, even if it also sends your billing error notice to us.

A customer who orally communicates an allegation of a billing error is presumed to have provided sufficient notice to initiate a billing review. You have the right to withhold payment of any disputed amount pending completion of our billing review and any action to collect any disputed amount will be suspended pending completion of the billing review.

If it is determined that no billing error occurred, your rights and obligations are as follows:

We will transmit to you an explanation setting forth the reasons why it has been determined that there was no error. If there was an error - even a partial error or an error different from what you asserted - your account will be adjusted appropriately. If you request, we will provide a written explanation and copies of any documentary evidence of the customer indebtedness. This action will be taken within two billing cycles (two months) after your notice is received. If you send your notice to the long distance company, instead of Nicholville Telephone Company, there may be an additional time of up to fifteen days to complete the necessary responsive action.

The long distance company will notify the provider of the service of the disposition of the billing error investigation and the reason for that disposition.

Nicholville Telephone Company will notify you in writing, normally with your billing statement, of the time when payment is due of that portion of the disputed amount that is determined not to be an error. Payment must be in the normal course of billing or as otherwise provided, but not less than ten days after the request for payment is made.

Once Nicholville Telephone Company and the long distance company have complied with the Federal Trade Commission §308.7 (d) regarding a claim you make of a billing error; there is no further responsibility under that section if you continue to make substantially the same allegation. You cannot be charged for a billing review.

The provider of the 900 service, Sprint, AT&T Communications, MCI Telecommunications, or Nicholville Telephone Company may take action to collect the sum outstanding that is determined not to be the result of a billing error if you continue to withhold payment of the disputed amount once the billing review is completed.

Failure to pay the amount determined not to have been the result of a billing error may be reported to a credit-reporting agency or subject you to a collection action.

If either we, as your billing entity, or the long distance company, as a billing entity, fail to follow the billing and collection procedures prescribed by §308.7 of the Federal Trade Commission rule implementing the Federal Telephone Disclosure and Dispute Resolution Act, we are obligated to forfeit any disputed amount, up to \$50 per transaction.

The Federal Communications Commission Rule §64.0509 (b) also requires disclosures to telephone subscribers, which are as follows:

Your local exchange and long distance service cannot be disconnected or interrupted as a result of your failure to pay charges for interstate pay-per-call service, charges for interstate information services provided pursuant to a pre-subscription or comparable arrangement or charges you have disputed for interstate collect information services.

You can obtain blocking of access to services offered on the 900 service access code where it is technically feasible, at no charge and on a one-time basis within 60 days after you subscribe to a new number and it becomes effective. Other requests for blocking and requests for unblocking will be subject to a reasonable one-time fee. Our tariffs include the terms and conditions that apply.

You have a right not to be billed for pay-per-call service not offered in compliance with Federal Laws and Regulations established under Titles II or III of the Telephone Disclosure and Dispute Resolution Act.

Your access to 900 services may be involuntarily blocked for failure to legitimate pay-per-call charges.

NICHOLVILLE

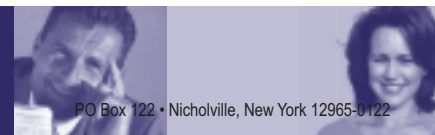
**YOUR RIGHTS AS A CUSTOMER**

TELEPHONE

COMPANY



NICHOLVILLE TELEPHONE COMPANY, INC.



PO Box 122 • Nicholville, New York 12965-0122

# THE RIGHTS AND RESPONSIBILITIES OF RESIDENTIAL CUSTOMERS

## ■ Report Any Problem And We'll Listen And Respond

When you have a problem with the phone service, you deserve our best efforts at solving it. Start by talking with a Nicholville Telephone Company customer service representative. If you are not satisfied, you should ask to speak with a supervisor.

If you still are not satisfied, you may write to the Public Service Commission (PSC), Three Empire State Plaza, Albany, NY 12223, or call the PSC toll free 1-800-342-3377.

## ■ Know Exactly What You Are Paying For

A bill is mailed to each customer once a month listing several types of charges.

## ■ Charges For Basic Service

Charges for basic service are billed one month in advance. A detailed listing of the items and the charges that are included in your Basic Service appears on your bill. The listing shows which services are necessary for basic telephone services and which are optional.

## ■ Non-Basic Services

Non-basic services are Nicholville Telephone Company services that are not necessary for basic service. These include Custom Calling Services, such as Call Waiting, Caller ID, and Wire Maintenance. Where applicable, charges for non-basic services are billed one month in advance.

## ■ Charges For Other Companies

In some cases, Nicholville Telephone Company bills for other companies that provide long distance service, operator services, recorded information services or group conversation programs. If you have used these services, the charges for them will appear on your Nicholville Telephone Company bill. You do not have to pay for these charges separately. Your one payment to us covers everything. (Nicholville Telephone Company does not control the rates these companies charge.)

## ■ Charges For Installing Or Changing Service

Charges for installing or changing service usually appear on the first bill after your order is completed. You may pay for the installation or service change in up to 12 interest-free installments.

## ■ Installation Rebate

Customers are due a rebate on basic installation charges if we miss a scheduled appointment date. Customers receive a rebate of 25% if we miss the first scheduled installation appointment, 65% for the second missed appointment, and 100% rebate for a third missed appointment. Rebates are given if working dial tone is not provided to your home (at the point where phone wires enter) on or before the appointment date. However, you will not receive a rebate if Nicholville Telephone Company tries to reschedule your appointment before 5 p.m. on the day before the scheduled appointment.

## ■ Disputed Charges

If your complaint involved a charge that is under investigation, you do not have to pay the amount being questioned until the complaint is resolved. However, all other amounts must be paid when they are due.

## ■ Repair Service

### Where to Call

Our repair service answers calls 24 hours a day.

From Nicholville (328) and Winthrop (389) exchanges, call 661. In all other areas, call (315) 328-4415

## ■ When the Problem is in the Telephone Wires Outside Your Home

If the problem is in Nicholville Telephone Company's line -anywhere up to and including the Network Interface Device (NID) or place that separates our line from the inside wiring, jacks, and telephone equipment in your home or apartment- we will repair the problem without charge.

## ■ When the Problem is in the Wires or Jacks Inside Your Home

If the problem is in your inside wires or jacks, you have several options:

- If you subscribe monthly for the Inside Wire Maintenance Plan (optional) from Nicholville Telephone Company, we will do the repairs at no cost.
- If you do not subscribe to Nicholville Telephone Company's Inside Wire Maintenance Plan, Nicholville Telephone Company is available to fix the problem. If you request Nicholville Telephone Company to do the job, we will charge you for the time it takes our technicians to make the repair, the cost of materials and a maintenance service charge.

## ■ When Your Telephone Set Doesn't Work

If you rent your telephone equipment from Nicholville Telephone Company, call our repair service number. Routine maintenance is included in the rental price. Customers may be responsible for maintenance charges when equipment has been misused or abused.

If you own your telephone equipment and have a problem with it, it is best to follow the instructions on the warranty that came with the telephone, or contact the telephone manufacturer.

If you request a service visit from Nicholville Telephone Company and the problem is in your telephone or telephone equipment which you own, you will be billed a maintenance service charge.

## ■ Pay Your Bill On Time

Your payment should reach us by the due date shown on the cover page of your bill. This will give us time to process and credit your payment. If we do not receive your payment by the time your next month's bill is prepared, unpaid charges will appear on your next month's charge.

## ■ Late Payment Charge

Residential customers whose payment is not received when due will be charged a 1.5 percent per month late payment charge on the overdue portion of their bill.

Certain customers will not be charged with a late charge. Customers with Life Line service and those eligible for the Quarterly Payment Plan will be exempt from the late payment charge. If you have Installment Billing, you will not pay a late payment charge on the deferred amount.

If you have a Deferred Payment Plan, all amounts covered by the plan will be exempt from a late payment charge. Any amounts not covered by a deferred payment plan will be subject to a late payment charge.

If you are having difficulty paying your Nicholville Telephone Company bill on time, call our customer service representative to arrange for a Deferred Payment Plan.

The late payment charge does not apply to unpaid balances of charges you are questioning (known as "disputed charges"). However, undisputed amounts on the same bill will be subject to a late payment charge if you do not pay them on time.

## ■ Certain Customers May Request Special Payment Arrangements

If on a Regular Basis, You Cannot Pay Your Bill by the Due Date Because You are on a Fixed Income

You may call your Service Representative to arrange to pay by a different date. Your old due date will still appear on your bill, but we will accept your payment by the new due date. A late payment charge will not apply.

## ■ Quarterly Payment Plans

Quarterly Payment Plans are available. If you are 62 or older and your yearly telephone costs are \$150 or less, you may arrange to pay your bills every three months. Call your service representative to apply.

## ■ Checks Returned

There is a \$25 charge for any returned check.

The most convenient way to pay is by mail, using the envelope enclosed with your bill. If you wish to pay in person or in cash, you may do so at our office located in Nicholville, NY or at Key Bank in Winthrop, NY.

When paying in person, bring the original bill cover page to the payment location. If you cannot bring the cover page, please give us the telephone number that is on the cover page of the bill.

If you are having problems that make it difficult to pay your Nicholville Telephone Company bill on time, we will work with you to come up with a payment plan. We will take into account your financial situation and any income limits you have when working out a down payment and payment schedule.

When you arrange for a Deferred Payment Plan, you agree to make monthly payments towards past-due bills and pay any new charges in full each month.

Payment agreements are for a period of less than 10 months. (Based on your financial situation, more time may be allowed.) You may participate in only one payment plan at a time.

Deferred Payment Plans may apply only to charges for Basic Service and will be for up to \$450 for a 10-month period. You may also have the option of an alternative Deferred Payment Plan which will allow you to have Basic Service and Long Distance Service by having up to \$300 deferred for a period of 7 months.

Please call Nicholville Telephone Company's customer service representative as soon as you know you cannot pay your bill to arrange for a Deferred Payment Agreement. Customers who agree to Deferred Payment Agreements will receive written confirmation of the agreement.

## ■ Our Policy On Service Turn-Off

The last thing we want to do is turn off your telephone service. Before we do, we make every effort to help keep your service on. But we may have to turn off your service if you do not pay overdue bills or if you do not try to work out a payment agreement

Partial Payment-If you do not pay your bill in full, your payment will be applied to Nicholville Telephone Company services first and then to the other companies for whom Nicholville Telephone Company bills. A partial payment may result in blocking your unpaid long distance services. There are four payment categories. All payments will be applied first to Basic Service and the remainder to charges for Non-Basic Services, Charges for Other Companies, and Charges for Non-regulated Services that we provide.

If You are Unable to Pay Your Entire Phone bill partial payments may result in blocking or disconnection of these services. If those amounts remain unpaid, we will refer those portions of your account to our collection agency. We will accept payment of these charges, but will not restore your full service until the balance has been paid. A reconnection charge may apply.

## ■ Final Termination Notice

If payment is not received 25 days from the date of the bill, Nicholville Telephone Company has the right to mail you a Termination Notice. Termination of service (you will be unable to either make or receive calls) may occur no sooner than 20 days after the notice is mailed. This Termination Notice allows you the opportunity to arrange payment and avoid interruption of service. If you do not pay your bill within two weeks after your service is disconnected, your account will be terminated and you will be sent a final bill.

Should a Bank Return Your Check because of insufficient funds, and your check was a late response to a termination notice, we may turn off your service. However, if we have not received a check for insufficient funds from you within the past 12 months, we will make two attempts to reach you, within 24 hours of receiving your check. If we reach you, you will have 24 hours to pay the returned check. If we cannot reach you, we may turn off your service.

If Your Account has been Terminated and You Reapply for Service, you will be treated as a new customer but will be expected, at a minimum, to arrange to pay all outstanding Nicholville Telephone Company charges. If you are unable to pay all outstanding long distance charges, you can arrange to receive only local service. However, you are still responsible for paying your long distance charges, and your long distance carrier will expect to receive your payment. If your account has been terminated, we will turn on your service within five business days after you have paid the amount you owe on your old account or have arranged a payment agreement. You must pay service connection charges and you may be required to pay a deposit.

If Your Service has been Disconnected, we will reconnect it within 24 hours after you have paid the amount due, or signed a Deferred Payment Agreement and made a down payment. If service is disconnected, there is a charge of \$10.00 to reconnect the service.

## ■ We Offer Special Protections Against Service Turn-Off

Regardless of your payment record with Nicholville Telephone Company, we will make every effort to keep your telephone service on if your health or safety is threatened. To make sure you are protected against a service turn-off, call 328-4411 and ask for a Special Protections form.

## ■ Medical Emergency

If you or a member of your household is ill or has a serious medical condition, we can help you if you cannot pay your phone bill. Send us a medical certificate from your doctor or the local Board of Health describing the medical emergency and we will continue your service for 30 days. To renew the certificate, you will also need to tell us about your income and expenses. We will not turn off your service during the medical emergency, but you still must pay part of your bill. This amount will not be subject to a late payment charge. You may delay payment of up to \$30 for each bill you receive during the medical emergency. You must pay all charges over \$30. Once the medical emergency ends, we will offer you a payment plan.

## ■ Seniors and the Disabled

If you are 62 or older, or have a disability, we will make special efforts to avoid turning off your service. We will try to contact you or an adult member of your household to work out a payment plan.

## ■ Third-Party Notification

There may be times when illness or lengthy time away from home may make it difficult to keep track of your bills. To help protect yourself against service turnoff during these times, you can arrange for a "third party"-a friend, relative, clergy member, or a community agency to receive a service termination notice the same time it is mailed to you. This person will not be responsible for paying your bill, but can work with us to help keep your service turned on. To apply, call our business office. The "third party" person you ask us to notify-must also sign the application.