

5 - MISCELLANEOUS SERVICES

5.1 GENERAL

5.1.1 [RESERVED FOR FUTURE USE]

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5.1.2 SERVICE CHANGE DISPUTE

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If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

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5.1.3 SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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A. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. Customers served on a non-tariffed basis for services offered under this tariff as of the effective date hereof shall be entitled to continue their existing serving arrangements under the same terms and conditions as "special assemblies," but those terms and conditions will not necessarily be available to new Customers when the same service is available under this tariff.

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B. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

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