

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of INS

2.1.1 Scope

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES are furnished within Iowa in accordance with the conditions and regulations which are set forth in the body of this tariff.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness and current charges for such services, if any; and the assignee or the transferee is not a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.2 Limitations (CONTINUED)

(A) (1) (CONTINUED)

In all cases of assignment or transfer, the written acknowledgment of INS is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Interconnection with Other Carriers

Service furnished by INS may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than INS. Service furnished by INS is not part of a joint undertaking with such other carriers.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.2 Limitations (CONTINUED)

(C) Force Majeure

INS reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

(D) Priority of Services

Subject to compliance with Board or Government rules or regulations, where a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of intrastate interexchange telecommunications services shall take precedence over all other intercity services.

(E) Limitations on Duration of Connections

INS reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.3 Liability

- (A) INS is not liable for any act or omission of any other company or companies furnishing a portion of service.
- (B) INS' liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer, subscribers to or users of any services provided to or resold by the customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, INS' liability, if any, shall not exceed an amount equal to the proportionate monthly recurring charges for the period during which the service was affected.

INS shall be indemnified and held harmless by the customer, subscribers to or users of any services provided to or resold by the customer, against:

- (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over INS' facilities; and
- (2) Claims for patent infringement arising from combining or connecting INS' facilities with apparatus and systems of the customer; and

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.3 Liability (CONTINUED)

- (3) All other claims arising out of any act or omission of the customer in connection with any service provided by INS;
- (4) Any claim, loss or damage arising from the use of services offered under this tariff including but not limited to claims by subscribers to or users of services provided to the customer, and users of any services provided by or resold by the customer; and
- (5) Claims for damages arising out of the use of the INS Network for the transmission of other than voice grade service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.3 Liability (CONTINUED)

- (C) INS shall not be liable for and the Customer indemnifies and holds INS harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by INS where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of INS' negligence. No agents or employees of other carriers shall be deemed to be agents or employees of INS.

- (D) The liability of INS for damages to the customer, subscribers to or users of any services provided to or resold by the customer, arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the customer, subscribers to or users of any services provided to or resold by the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to INS.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.1 Undertaking of INS (CONTINUED)

2.1.3 Liability (CONTINUED)

- (E) Now, or at any future time, if a state, county or other taxing authority including federal commissions, agencies and/or courts possesses or acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee, Universal Service Fund contributions factor or other similar charge upon INS, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such taxing authority. Such billing shall allocate the tax, fee, or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee, or charge or as directed by the imposing authority. (C)

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.2 Use

2.2.1 Use of Service

This service is provided for use by the customer and may be used by others, when so authorized by the customer, subject to the provisions of this tariff.

2.2.2 Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- (A) The use of service or facilities of INS to transmit a message without payment of the charge applicable for service;
- (B) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, intrastate interexchange telecommunications services, by rearranging, tampering with, or making connection with any facilities of INS, or by any trick, scheme, false representation, or 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 regular charge for such service;
- (C) The use of service or facilities of INS for a call or calls, anonymous or otherwise, if in a manner which could reasonably be expected to frighten, abuse, torment, or harass another;

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.2 Use (CONTINUED)

2.2.2 Abuse and Fraudulent Use (CONTINUED)

- (D) The use of profane or obscene language;
- (E) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.2.3 Unlawful Purposes

The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If INS receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.2.4 Cancellation for Cause

For nonpayment of any sum due INS, or for abuse or fraudulent use of the service, INS may either suspend, terminate without suspension, or refuse service without incurring any liability with notification. In cases of cancellation of service for cause, INS will withhold the use of a specific 8XX number or deny its transfer to another carrier for nonpayment of charges due INS. Such withholding of use or denial of transfer of an 8XX number may be taken without written notice being sent to the Customer.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.2 Use (CONTINUED)

2.2.4 Cancellation for Cause (CONTINUED)

Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 8XX service telephone number.

2.2.5 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than INS and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of INS or its affiliated companies or divisions involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions

Board

The term "Board" means the Iowa State Utilities Board.

Calls

The term "Calls" means telephone messages attempted by customers or users.

Charges

The term "Charges" means nonrecurring amounts billed to customers for tariffed services.

Customer

The term "Customer" means any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity, responsible by law for the payment of charges and compliance with the regulations of this tariff.

Customer Premises Equipment

The term "Customer Premises Equipment" means all terminal equipment normally used on the customer's premises owned by the customer or by the telephone utility or some other supplier and leased to the customer.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Delinquent or Delinquency

The terms "Delinquent" or "Delinquency" means an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Board finds the customer's complaint without merit.

Disconnect

The term "Disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the INS switch.

Exchange

The term "Exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service

The term "Exchange Service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area

The terms "Exchange Service Area" or "Exchange Area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Extended Area Service

The term "Extended Area Service" means telephone service, furnished at a flat rate, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D

The term "Feature Group D" means the switched access service provided by a local exchange company as trunk side switching through the use of end office or access tandem switch equipment. Where no access code is required, the number dialed by the customer shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). Feature Group D is also known as equal access.

Individual Case Basis

The term "Individual Case Basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Interexchange Service

The term "Interexchange Service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Interexchange Utility

The term "Interexchange Utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within Iowa without regard to how such traffic is carried. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility

The term "Local Exchange Utility" means a telephone utility that provides local service under a tariff filed with the Board. The utility may also provide other services and facilities such as access services.

Local Service

The term "Local Service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area

The term "Local Service Area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Local Utility

See "Local Exchange Utility".

Message

The term "Message" means a completed telephone call by a customer or user.

Premises

The term "Premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Rates

The term "Rates" shall mean recurring amounts billed to customers for regulated services and equipment.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Special Dialing Procedures

The term "Special Dialing Procedures" means the dialing procedures which are an exception to the three-step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with INS for either "1+" or "10XXX" dialing. In such a case, and only when dialing from such customer's designated telephone lines, the call may be dialed in the following sequence:

10XXX + 1 + area code + long distance telephone number.

Additionally, in the above case and when INS has been designated as the customer's primary interLATA and/or intraLATA carrier, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend

The term "Suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Tariff

The term "Tariff" means the entire body of rates, tolls, rentals, charges, classifications, rules, procedures, policies, etc. adopted and available for public inspection at the offices of INS or posted on the web for public viewing, by a telephone utility in fulfilling its role of furnishing communications service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.3 Definitions (CONTINUED)

Telephone Utility or Utility

The terms "Telephone Utility" or "Utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Timely Payment

The term "Timely Payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message

The term "Toll Message" means a message made between different exchange areas for which a charge is made, excluding local message rate service charges.

Toll Rate

The term "Toll Rate" means the tariff charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, and the day and time of the message.

Traffic

The term "Traffic" means telephone call volume based on the number and duration of calls.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.4 Maintenance of Services

The services provided under this tariff shall be maintained by INS. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by INS, except with the written consent of INS.

INS shall adopt and pursue a maintenance program aimed at achieving efficient operation of its system so as to promote the rendering of safe, adequate and continuous service at all times. Maintenance shall include keeping all plant and equipment in a good state of repair consistent with safe and adequate service performance. Broken, damaged or deteriorated parts which are no longer serviceable shall be repaired or replaced. Adjustable apparatus and equipment shall be readjusted as necessary when found by preventive routines or fault location tests to be in unsatisfactory operating condition. Electrical faults, such as noise induction, cross talk, or poor transmission characteristics shall be corrected to the extent practical within the design capability of the plant affected.

Maintenance of aerial plant shall include the replacement of broken or badly deteriorated poles, brackets, and broken-down guides. Defective splices shall be replaced and adequate clearance provided.

Switching equipment shall be inspected and routinely tested at regular intervals, and such repairs, adjustments or replacements made as are found to be necessary and as required to ensure the proper functioning of the equipment.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.4 Maintenance of Services (CONTINUED)

Records of various tests and inspections shall be kept on file in the office of INS for a minimum of one (1) year. These records shall show the line or regulated equipment tested or inspected, the reason for the test, the general conditions under which the test was made, the general result of the test and such corrections as were made when the test indicated need for same.

2.5 Disconnection of Service

2.5.1 Without Prior Notice

Interexchange service may be refused or disconnected without prior notice by INS for the following reasons:

- (A) In the event of a condition on the customer's premises determined by INS to be hazardous.
- (B) In the event of customer's use in such a manner as to adversely affect INS' facilities or INS' service to others.
- (C) In the event of tampering with facilities leased or owned by INS.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.5 Disconnection of Service (CONTINUED)

2.5.1 Without Prior Notice (CONTINUED)

(D) In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing or delaying the interexchange service of others.

(E) In the event of unauthorized use.

Following the disconnection of service for any of these reasons, INS, or the local exchange utility acting as INS' agent, will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

(F) In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.5 Disconnection of Service (CONTINUED)

2.5.2 With Prior Notice

Service can be disconnected with prior notice for the following reasons:

- (A) In the event the customer is indebted to INS for the same type of telephone service previously furnished.
- (B) For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Board.
- (C) For failure of the customer to permit INS reasonable access to its facilities on the customer's premises.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.5 Disconnection of Service (CONTINUED)

2.5.2 With Prior Notice (CONTINUED)

- (D) For nonpayment of a bill, where a reasonable attempt has been made at collection, including a different class of service or another customer which had been guaranteed.
- (E) For nonpayment of deposit as specified.
- (F) In the event the service is or is likely to be used for unlawful purposes.
- (G) Any other violation of the conditions governing the furnishing of service.
- (H) For violation or noncompliance with the INS tariff rules, the requirements of any municipal ordinance, regulation or law pertaining to the service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.5 Disconnection of Service (CONTINUED)

2.5.3 Notice

For disconnects under 2.5.2 preceding, written notice of a pending disconnect will be rendered five (5) days prior to the disconnection.

The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon non-payment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

(A) Unusual Circumstances

Disconnection may take place prior to the expiration of the five (5)-day unpaid bill notice period if the utility determines, from verifiable data, that usage during the five (5)-day notice period is so abnormally high that a risk of irreparable revenue loss is created.

(B) Time Restrictions on Disconnection

Except as provided in 2.5.1 preceding or in unusual credit circumstances or abnormal usage of service, a customer will not be disconnected on a day which the INS offices are closed.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.5 Disconnection of Service (CONTINUED)

2.5.4 Suspended Service

INS may suspend service when a customer is delinquent in payment. INS will issue the same five-day notice for suspension of service as is issued for termination of service. If INS and the customer cannot resolve payment of the delinquent bill, service may be terminated without an additional notice, and without service being reestablished.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering

2.6.1 Requirement for Good Engineering Practice

The facilities of INS shall be constructed, installed, maintained and operated subject to the provisions of the Iowa electrical safety code as defined in IAC [199], Chapter 25 (476, 476A, 478), or the requirements of any municipality having jurisdiction, whichever may be the most stringent, and in accordance with accepted good engineering practice in the communications industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

2.6.2 Adequacy of Service

- (A) INS shall employ recognized engineering and administrative procedures to determine the adequacy of service being provided to the customer.
- (B) Traffic studies shall be made and records maintained to determine that sufficient equipment and an adequate operating force are provided during the busy-season, busy-hour period.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering (CONTINUED)

2.6.2 Adequacy of Service (CONTINUED)

- (C) INS shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, or from fire, storm, or acts of God. INS shall inform employees as to procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of intrastate interexchange telecommunications services. A permanent auxiliary power unit installed at INS' switch and alarms will be maintained in proper condition to indicate improper functioning of the equipment. So that emergency calls will be given prompt attention, customers may call One Call toll free at 1 800 292-8989 during the twenty-four hours of the day.
- (D) INS shall employ adequate procedures for assignment of facilities. The assignment record shall be kept up-to-date and checked periodically to determine if adjustments are necessary to maintain proper balance in all groups.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering (CONTINUED)

2.6.2 Adequacy of Service (CONTINUED)

- (E) INS shall furnish and maintain adequate plant, equipment and facilities to provide satisfactory transmission of communications. Transmission shall be at adequate volume levels and free of excessive distortion. Levels of noise and cross talk shall be such as not to impair communications. For interexchange trunks, INS will provide facilities so that at least ninety-eight percent (98%) of telephone calls offered to the group will not encounter an all-trunks-busy condition. For toll connecting trunks, the figure shall be at least ninety-eight (98%).

The transmission objectives set forth herein are based upon the use of standard telephone stations connected to a forty-eight (48) volt dial central office, and measured at a frequency of one thousand (1,000) hertz. The overall transmission loss on interexchange or interoffice trunks will not be more than ten (10) decibels. Whenever feasible, the overall transmission loss on intertoll trunks and on terminating links will be no more than five (5) decibels measured at multiple frequencies between two hundred (200) and three thousand (3,000) hertz.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering (CONTINUED)

2.6.2 Adequacy of Service (CONTINUED)

(E) (CONTINUED)

Because these trunks may be only one of several connected links on some toll routes, it may be necessary to provide better facilities in order to keep the overall net circuit losses within the five (5) decibel limit so as to provide satisfactory message transmission.

Where joint construction is mutually agreed upon, it shall be subject to the provisions of the Iowa electrical safety code or such other appropriate regulation as may be prescribed.

2.6.3 Service Interruption

- (A) INS shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, INS shall reestablish service with the shortest possible delay.
- (B) Arrangements shall be made to have personnel available to receive and record trouble reports twenty-four (24) hours daily and also to clear trouble of an emergency nature; at night, on holidays, on weekends, as well as during regular working hours.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering (CONTINUED)

2.6.3 Service Interruption (CONTINUED)

- (C) Whenever service must be interrupted during regular working hours for the purpose of working on the lines, cable or equipment, the work shall be done at a time which will cause the least inconvenience to the customers, and any who would be seriously affected by such interruption shall, so far as possible, be notified in advance.

INS shall keep a written record showing all interruptions affecting its intrastate interexchange telecommunications services or any major portion thereof for a minimum of 2 years. This record shall show the date, time, duration, time cleared and extent and cause of the interruption. This record shall be available to authorized government representatives upon request at any time within the period prescribed for retention of such records.

Whenever a trouble report is received, a record will be made by INS and if repeated within a thirty (30)-day period by the same customer, this case shall be referred to a supervisor for permanent correction.

When a customer's service is reported or is found to be out of order, it shall be restored as promptly as possible.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.6 Engineering (CONTINUED)

2.6.3 Service Interruption (CONTINUED)

- (D) The sole remedy for service interruptions, even if it is INS' fault, is the service interruption credit. In the event of an interruption to service which is not due to the negligence or willful act of the customer or the customer's premises equipment, a pro-rata adjustment of monthly charges for the service will be allowed. The out of service condition must have existed for a period of twenty-four hours or more, and INS must have discovered the interruption to exist or the customer must request the adjustment within thirty (30) days.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.7 Safety

INS shall exercise reasonable care to reduce the hazards to which its employees, its customers or users and the general public may be subjected. INS shall give reasonable assistance to government representatives in the investigation of the cause of accidents and in the determination of suitable means of preventing accidents. INS shall maintain a summary of all reportable accidents arising from its operations.

INS shall adopt and execute a safety program, fitted to the size and type of its operations. At a minimum, the safety program will:

- (A) Require employees to use suitable tools and equipment in order that they may perform their work in a safe manner.
- (B) Instruct employees in safe methods of performing their work.
- (C) Instruct employees who, in the course of their work, are subject to the hazard of electrical shock, asphyxiation or drowning, in accepted methods of artificial respiration.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.8 Held Applications

During such period of time as INS may not be able to supply initial intrastate interexchange telecommunications services to prospective customers or upgrade existing customers within thirty (30) days after the date applicant desires service, INS shall keep a record showing the name and address of each applicant for service, the date of application, the date that service is desired, the class and rate of service applied for, together with the reason for the inability to provide new service or a higher grade of service to the applicant.

2.9 Customer Information

- (A) INS shall maintain up-to-date maps, plans, or records of its network, together with such information as may be necessary to enable INS to advise prospective customers, and others entitled to the information, as to the facilities available for serving prospective customers in a serving area.
- (B) INS shall notify customers affected by a change in rates or schedule classification.
- (C) INS shall post notices in a conspicuous place in each office of INS where applications for service are received, informing the public that copies of the rate schedules and rules relating to the services of INS are available for inspection.
- (D) INS shall furnish such additional information as the customer may reasonably request.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.9 Customer Information (CONTINUED)

- (E) Employees responsible for the receiving of customer telephone calls and customer office visits shall be properly qualified and instructed in the screening and prompt handling of complaints to assure prompt reference of the complaint to the person or department capable of effective handling of the matter complained of and to obviate the necessity of the customer's preliminary repetition of the entire complaint to employees lacking in ability and authority to take appropriate action.

2.10 Customer Complaints

- (A) Complaints concerning the charges, practices, facilities or service of INS shall be investigated promptly and thoroughly. INS shall keep a record of such complaint showing the name and address of the complainant, the date, and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint, which will enable INS to review and analyze its procedure and actions.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.10 Customer Complaints (CONTINUED)

- (B) The customer must notify INS in writing of the nature and basis of any complaint. Should the complaint not be resolved by the payment date, the customer will, notwithstanding the continuing existence of the dispute, pay the billed amount. Within a reasonable period of time following notification, INS will provide written notice to the customer of the status of the complaint.

- (1) The General Manager/Chief Executive Officer of INS is the person authorized to receive, act upon and respond to communications from customers regarding complaints. The General Manager/Chief Executive Officer can be contacted by telephone at (515) 830-0110 or 1-800-469-4000. Written complaints should be mailed to INS' address listed on the bottom of this tariff.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.11 Obligations of the Customer

2.11.1 Damages

- (A) The customer shall be responsible for damages to INS' leased or owned facilities caused by the negligence or willful act of the customer or those using through the customer. The customer or those using through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair any INS facilities except upon written consent of INS.
- (B) The customer's obligation to INS is the same whether the facilities involved are INS-owned facilities or are facilities leased by INS from another party. If INS incurs expenses due to the customer's actions which result in damage to or impairment of INS leased facilities, INS will pass through to the customer any and all expense which the owner of the facilities imposes on INS.

2.11.2 Ownership of Facilities and Theft

Facilities utilized by INS to provide service under the provisions of this tariff shall remain the property of INS. Such facilities shall be returned to INS by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.11 Obligations of the Customer (CONTINUED)

2.11.3 Availability for Testing

The services provided under this tariff shall be available to INS at times mutually agreed upon in order to permit INS to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.11.4 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.11.5 Claims and Demands for Damages

The customer shall defend, indemnify and save harmless INS from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances

2.12.1 Payment of Rates, Charges and Deposits

- (A) INS will, in order to safeguard its interests, only require a customer which has a proven history of late payments to INS or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by INS as a guarantee of the payment of rates and charges.

Applicants or customers whose financial condition is not acceptable to INS will be required to make a security deposit.

INS reserves the right to examine the credit record of all applicants and customers. A customer whose service has been discontinued for non-payment of bills will be required to pay any unpaid balance due to INS before service is restored. In addition, INS will require a security deposit for the discontinued customer wishing to reestablish service equal to three (3) times the amount of the customer's highest monthly bill. If the customer's estimated traffic has increased since the account was cancelled, INS will require a security deposit equal to three (3) times the newly estimated minutes.

The amount of the deposit for a new customer shall be calculated by multiplying the number of the customer's estimated monthly minutes of usage times \$1.75 times three (3) months. The customer shall be apprised that after 90 days of service that account will again be reviewed, and in the event all amounts due have been paid within the terms of the service authorization, the deposit will be refunded in full, plus interest at (one) 1.0%, calculated from the date that the customer makes the deposit.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)2.12 Payment Arrangements and Credit Allowances (CONTINUED)2.12.1 Payment of Rates, Charges and Deposits (CONTINUED)

(A) (CONTINUED)

The fact that a deposit has been made in no way relieves the customer from complying with INS' regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

At the option of INS, such a deposit may be refunded or credited to the customer's account when the customer has established credit or after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, the customer will receive interest at an interest rate of one percent per annum, compounded annually, for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit return is forwarded to the customer's last known address. The date a customer's bill becomes permanently delinquent, relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

- (1) INS shall keep records to show:
- i. The name and address of each depositor.
 - ii. The amount and date of the deposit.
 - iii. Each transaction concerning the deposit.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances (CONTINUED)

2.12.1 Payment of Rates, Charges and Deposits (CONTINUED)

(A) (CONTINUED)

- (2) INS, or a local exchange utility acting as INS' agent, shall issue a receipt of deposit to each customer from whom a deposit is received, and shall provide means whereby a depositor may establish his claim if his receipt is lost.
- (3) The deposit shall be refunded after not more than twelve (12) consecutive months of prompt payment. The account shall be reviewed after twelve (12) months of service and, if the deposit is retained, it shall again be reviewed at the end of INS' accounting year or on the anniversary date of the account.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances (CONTINUED)

2.12.1 Payment of Rates, Charges and Deposits (CONTINUED)

(A) (CONTINUED)

- (4) INS shall make a reasonable effort to return each unclaimed deposit and accrued interest after the termination of the services for which the deposit was made.

INS shall maintain a record of deposit information for at least two (2) years or until such time as the deposit, together with accrued interest, escheats to the state pursuant to Iowa Code Section 556.4, at which time the record and deposit, together with accrued interest less any lawful deductions, shall be sent to the State Treasurer pursuant to Iowa Code Section 556.11.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances (CONTINUED)

2.12.1 Payment of Rates, Charges and Deposits (CONTINUED)

(A) (CONTINUED)

- (6) A new or additional deposit may be required when a deposit has been refunded or is found to be inadequate by virtue of increased service usage or non-payment. Written notice shall be mailed advising the customer of any new additional deposit requirement. The customer shall have no less than five (5) days from the date of mailing to comply. The new or additional deposit shall be payable at any of INS' business offices or local authorized agents. An appropriate receipt shall be provided.
- (7) No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. If usage is abnormal, INS may require a new deposit or an increase in deposit to guarantee payment of bills. A customer who fails to comply with the deposit requirements may be disconnected. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances (CONTINUED)

2.12.1 Payment of Rates, Charges and Deposits (CONTINUED)

- (B) Rules on billing periods, bill format, bill issuance, timely payment, late payment charge, payment and collection efforts, and the resolution of billing disputes shall be established by the local exchange utilities billing and collecting INS' rates and charges for intrastate interexchange telecommunications services.
- (C) The following payment and billing regulations are applicable for INS billed accounts.

Service is provided and billed on a monthly (30 day) basis, beginning on the date that service becomes effective. Service becomes effective the day following written or verbal notice of its availability to the customer. Bills are due and payable when rendered. Interest at the rate of 1-1/2% per month or the highest rate allowed by law will accrue upon any unpaid amount commencing thirty (30) days after the mailing of the bill.

2.12.2 Rates for Fractional Periods

- (A) For the purpose of administering this regulation with respect to determining rates for a fractional part of a month, every month is considered to have thirty days.
- (B) The rate for a fractional month will be the proportionate part of the monthly recurring rate based on the actual number of days the service is provided over the 30-day period.

2.12.3 Returned Check Fee

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it was written.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.12 Payment Arrangements and Credit Allowances (CONTINUED)

2.12.4 Carrier Universal Service Charge

(A) Starting 04/01/03 the Carrier Universal Service Charge (CUSC) is discontinued. The Federal Communications Commission has directed the application of a Universal Contribution Factor or USF factor. This factor is not applied to INTRASTATE usage.

(N)
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(N)

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.13 Application for Service

Interexchange Message Telecommunications Service must be ordered from the local exchange utility providing local service to the customer. Rules on ordering information and customer cancellation of service shall be established by the local exchange utility providing local service to the customer.

2.14 Chargeable Optional Features

Where facilities permit, INS will, at the option of the customer, provide the following chargeable optional features.

2.14.1 Busy Verification Service

Busy Verification Service is furnished to customers upon request to provide Line Status or Busy Interrupt for a line or trunk. This service is provided where facilities exist for Line Status or Busy Interrupt through an operator. The provision of Line Status involves an operator determining the condition of a line or trunk that a customer requests to be checked. The status of this line or trunk is verified to the customer for a charge as listed below. The provision of Busy Interrupt involves an operator interrupting a line or trunk that a customer requests to be checked. Information concerning the Busy Interrupt to this line or trunk is passed to the customer for a charge as listed below. No request will be processed on a collect or reversal of charge basis.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2. GENERAL REGULATIONS (CONTINUED)

2.14 Chargeable Optional Features (CONTINUED)

2.14.1 Busy Verification Service (CONTINUED)

No charge will apply if the line situation indicates a trouble condition. No charge applies when the request is identified as an emergency request by the customer and originates from or to emergency agencies, such as police, fire, rescue, or ambulance.

The charges listed below are in addition to applicable rates and charges listed elsewhere in this tariff.

(A) Line Status

Provides operator assistance in determining if there is conversation in progress on a called station. The service charge only applies if conversation is detected.

	<u>Service Charge</u>
- per verification	\$0.45

(B) Busy Interrupt

Provides for operator interruption of a conversation in progress on a called station. A charge applies for each attempt to interrupt regardless of whether or not the called station releases the call. A Line Status must be made, and its Service Charge incurred, prior to a Busy Interrupt.

	<u>Service Charge</u>
- per verification	\$0.75