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## SECTION 2 - REGULATIONS

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.4 Billing and Collection of Charges (Cont'd)

In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.5.4.

Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

#### A. Dedicated Access

1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in tariff; facility not ordered; service not received).
2. The account number under which the bill was rendered.