

FairPoint Business Services LLC
d/b/a Consolidated Communications Services
PSC No. 2 – Access Services
Effective Date: September 17, 2018

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Superseding Revision:

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.19 Allowances for Interruptions in Service (Cont'd.)

2.19.1 General (Cont'd.)

- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.19.2 Limitations of Allowances

- A. No credit allowance will be made for any interruption in service:
 - (a) due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
 - (b) due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
 - (c) due to circumstances or causes beyond the reasonable control of the Company;
 - (d) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;