

VERIZON NEW YORK INC.
P.S.C. No. 15--COMMUNICATIONS
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GENERAL TARIFF

GENERAL RULES AND REGULATIONS

J. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

18. Billing Discrepancies (Cont'd)

b. Overbilling (Cont'd)

Interest, compounded monthly, will be paid on customer overpayments. Customer overpayments are considered to have occurred when payment in excess of the correct charges for service is made and is caused by erroneous company billing. The rate of interest shall be the greater of the unadjusted customer deposit rate or the rate that is paid as the late payment charge. Interest will be adjusted for any changes in the deposit rate or the late payment rate. Subject to Paragraph J.18.a preceding, interest shall be paid from the date the overpayment is made to the date the overpayment is refunded. The late payment charge rate is set forth in Section 14.1 of this Tariff.

Interest will only be paid when the customer overpayment was caused by erroneous billing by the Company. Interest will not be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

c. Underbilling

Subject to the regulations governing backbilling for residence service, customers shall be backbilled for underbilled items to the date the customer received service, up to a maximum of six years, where the company or customer has a record of when service was connected. Where a record of connection is not available, but a record of activity other than connection is available, the customer shall be backbilled to the date of that activity, up to a maximum of six years. Where there are no records indicating connection or other activity, billing will commence as of the date of discovery of the underbilling. No interest shall be applied.

19. Termination Liability

Early termination charges that are otherwise applicable to term commitments for Voice Exchange services such as, but not limited to, Centrex, Business Lines and Trunks, ISDN PRI, Corporate Rewards, FlexGrow, and Flexpath services, provided under any of the Company's tariffs or under agreements made pursuant to such tariffs, will not be assessed when the customer changes or upgrades to another service that is provided by the Company or its affiliates under a term commitment provided the following conditions are met:

- a. The revenue value to the Company or its affiliates of the new term commitment is equal to or greater than the remaining value of the current term commitment; and
- b. The customer timely notifies Verizon that the orders to discontinue the existing service and the orders for the new or upgraded service are related in order to enable the Company and its affiliates to coordinate the implementations of both orders within reasonable time frames.

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