

ACCESS SERVICES TARIFF

ACCESS SERVICES TARIFF

OF

ONESTAR LONG DISTANCE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services by OneStar Long Distance, Inc.

This tariff is filed in accordance with the Kentucky Public Service Commission. All services contained in this tariff are competitive.

This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By: Ami M. Larrison, Director of Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, IN 47715

ACCESS SERVICES TARIFF

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OF KENTUCKY
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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Explanation of Symbols

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
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BY Charles L. Don
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

SECTION 1 – GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This Tariff contains regulation, rates and charges applicable to the provision of access service by OneStar Long Distance Inc. to Customers.

The provision of service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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ACCESS SERVICES TARIFF

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS SERVICE – Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

ACCESS SERVICE REQUEST (ASR) – The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing forum.

ACCESS TANDEM – A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer’s premises.

AUTHORIZED USER – A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the customer, either through acts or omissions, to use Access Services.

CARRIER OR COMMON CARRIER – Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE – A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL – A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM – Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – OneStar Long Distance, Inc.

CONSTRUCTIVE ORDER – Delivery of calls to or acceptance of calls from the Company’s End User locations over Company-switched local exchange services constitutes a Construction Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company’s End User of the Customer as the Presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

CUSTOMER – Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES – The premises specified by the Customer for termination of Access Services.


DUAL TONE MULTIFREQUENCY (DTMF) – Tone signaling, also know as touch tone signaling.

END OFFICE SWITCH – A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS, (Cont'd.)

END USER – Any Customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH – First point of switching.

EXCHANGE – A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES – Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING – The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS – Any communications that crosses over a state boundary. Interstate Communications includes Interstate and international communications.

INTRASTATE COMMUNICATIONS – A communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) – A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA – A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE – A Message is a Call as defined above.


NODE – The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

OFF-HOOK – The active condition of Switched Access Service or a telephone exchange line.

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SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

ON-HOOK – The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION – The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION – The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communication facilities and the Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES – A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER – The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SWITCHED ACCESS SERVICE – Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

TERMINATING DIRECTION – The use of Switched Access Service for the completion of calls from a carrier-s premises to an End User premises.

TRANSMISSION PATH – An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP – A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER – A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

OneStar Long Distance, Inc. services offered pursuant to this Tariff are furnished for Switched and Special Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carrier or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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SECTION 2 - RULES AND REGULATIONS

2.1 Use of Facilities and Service

Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2 Limitations

2.2.1 Shortage of Equipment Facilities

1. The Company reserves the right to limit or allocate the use of existing facilities or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
3. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

2.2.2 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.2.3 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations, (Cont'd.)

- 2.2.5 The Company reserves the right to discontinue service when necessitated by conditions 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.
- 2.2.6 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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NOV 03 2002

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Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.3 Liability of the Company

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company's 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 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, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.3.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, rule, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.3.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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ACCESS SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.3 Liability of the Company, (Cont'd.)

- 2.3.5 The Company shall not be liable for any damages due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8 Notwithstanding the Customer's obligations as set forth in this Tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- 2.3.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Tariff.

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SECTION 2 – RULES AND REGULATIONS

2.3 Liability of the Company, (Cont'd.)

2.3.10 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.11 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.3.12 The Company shall not be liable for any act of omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.3.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company 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, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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, locations or use of service furnished by the Company at such locations.

2.3.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation: obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

NOV 03 2002

PURSUANT TO 307 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.4 Obligations of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 – RULES AND REGULATIONS

2.4 Obligations of the Company, (Cont'd.)

2.4.3 Provision of Equipment and Facilities

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the terms and conditions contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
3. Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - a. the transmission of signals by Customer-provided equipment on, for the quality of, or defects in, such transmission; or
 - b. the reception of signals by Customer-provided equipment; or
 - c. network control signaling where such signaling is performed by Customer provided network control signaling equipment.
5. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the company reserving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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PURSUANT TO 807 KAR 5:011
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Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 2 – RULES AND REGULATIONS

2.4 Obligations of the Company, (Cont'd.)

2.4.4 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.4.5 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors.

2.5 Minimum Period of Service

The minimum period of service is one (1) month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.6 Assignment or Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

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SECTION 2 – RULES AND REGULATIONS

2.7 Obligations of the Customer

2.7.1 General – The customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claims against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment. Any cost associated with obtaining and maintaining the rights-of-way described herein, including the cost of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By: Ami M. Larrison, Director of Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, IN 47715

ACCESS SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.7 Obligations of the Customer, (Cont'd.)

2.7.1 General, (Cont'd.)

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible ; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

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SECTION 2 – RULES AND REGULATIONS

2.7 Obligations of the Customer, (Cont'd.)

2.7.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

1. any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, by not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
3. Any provisions that limit liability of damages do not apply to the extent they conflict with Commission rules.

PUBLIC SERVICE COMMISSION
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SECTION 2 – RULES AND REGULATIONS

2.7 Obligations of the Customer, (Cont'd.)

2.7.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. **Originating Access:** Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis as described in this Section, below.

If no PIU for terminating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

3. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By: Ami M. Larrison, Director of Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, IN 47715

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SECTION 2 – RULES AND REGULATIONS

2.7 Obligations of the Customer, (Cont'd.)

2.7.3 Jurisdictional Reporting, (Cont'd.)

4. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
5. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or the Commission questions the projected PIU factor, the Customer will provide data issued to determine the projected PIU factor within 30 days of the Company's request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for the purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By:

Ami M. Larrison, Director of Regulatory Affairs
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ACCESS SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 Customer Equipment and Channels

2.8.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

1. Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.11 is not applicable.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on the Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles L. Brown
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By:

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Evansville, IN 47715

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SECTION 2 – RULES AND REGULATIONS

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.3 Interconnection of Facilities

1. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
2. Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's tariffs.
3. The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By: Ami M. Larrison, Director of Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, IN 47715

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2.8 Customer Equipment and Channels, (Cont'd.)

2.8.4 Inspections

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.3.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By:

Ami M. Larrison, Director of Regulatory Affairs
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SECTION 2 – RULES AND REGULATIONS

2.9 Billing and Payment for Service

2.9.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including non-recurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent.

2.9.2 Deposits

1. Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any appropriate non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
2. When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
3. Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.
4. Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.9.3 Taxes and Fees

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's bills.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

By: Ami M. Larrison, Director of Regulatory Affairs
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ACCESS SERVICES TARIFF

2.9 Billing and Payment for Service, (Cont'd.)

2.9.4 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
2. The Company shall present bills for Recurring Charges monthly to the Customer, for the month in which service is provided.

2.9.5 Late Payment Charges

1. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
2. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
3. Late payment charges do not apply to final accounts.

2.9.6 Dishonored Payment Charge

Customers whose payment is returned for insufficient funds, rejected for inactive account, or otherwise not processed for payment as promised by the Customer will be subject to a \$20.00 charge. Such charge will be applicable on each occasion when the Company is unable to process such payment.

2.9.7 Restoration of Service Charge

If a service is disconnected by the Company in accordance with the provisions of the tariff, and later restored, restoration of service will be subject to all applicable installation charges.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles W. Don
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 2 – RULES AND REGULATIONS

2.10 Discontinuance of Service, (Cont'd.)

2.10.3 Service may not be discontinued or removed, (Cont'd.):

9. If a Customer of a deferred payment plan has only non-Company charges outstanding and is current on Company charges;

2.10.4 Time Restrictions Applicable to Discontinuance of Service

Service shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of restoring discontinued service.

Service may be discontinued only between 8:00 AM and 3:00 PM on the discontinuance date; and barring any payment agreement that might subsequently be dishonored at a date beyond, discontinuance must be effected within ten (10) calendar days following the scheduled discontinuance date.

2.10.5 Termination for Cause Other than Nonpayment

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished; or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

NOV 03 2002

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY

Effective: November 3, 2002

Issued: October 4, 2002

By:

Ami M. Larrison, Director of Regulatory Affairs
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Evansville, IN 47715

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OF KENTUCKY
EFFECTIVE

NOV 08 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE

3.1 This section sets forth the regulations and order related charges for access services purchases. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff will be ordered through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

Delivery of calls to, or acceptance of calls from, the Company's end user locations shall constitute an agreement by the Customer to purchase Access Service from the Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval

The Standard Interval for Switched Service will be thirty (30) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE

3.2 Access Order, (Cont'd.)

3.2.1 Access Service Date Intervals, (Cont'd.)

2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
 - A. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - B. There is no existing facility connecting the Customer Premises with the Company; or
 - C. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - D. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

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3.3 Access Order, (Cont'd.)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for with Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
 - A. A change in the identity of the Customer of record; or
 - B. A move by the Customer to a different building.
2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE

3.3	Miscellaneous Charges	
	Customer Requested Due Date Change ^{1,2}	\$36.22, per order
	Customer Requested Expedite ²	\$53.63, per location, per order
	Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250.00 per order
	Design Change, DS0/DS1 ²	\$113.98, per circuit
	Design Change, DS3 and higher ²	\$300.00, per circuit
	Administrative Processing ²	\$25.00, per order

¹ Company Due Date Change Policy-No due date change at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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7100 Eagle Crest Boulevard
Evansville, IN 47715

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

SECTION 4 – ACCESS SERVICE

4.1 GENERAL

OneStar Access Service is offered to telecommunications carrier Customers desiring direct trunkside access to the Company's network in order to originate or terminate calls only to the analog voice channels corresponding to the company provided access lines. Access Service will support intermachine and Feature Group D protocols.

4.1.1 Switched Access

Switched Access provides for the use of common terminating, switching and transport facilities.

4.1.2 Dedicated Access

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

4.2 REGULATIONS

4.2.1 Carrier Access Orders for OneStar Access Service may be placed through a Constructive Order or on Standard Access Service Requests (ARS).

4.2.2 Delivery of calls to, or acceptance of calls from, the Company's end user locations, constitutes an agreement by the Customer to purchase the Company's access service.

4.2.3 OneStar Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

4.2.4 OneStar Access Service ports are only available at the Primary Distribution Node provided by the Company. The Customer is responsible for providing digital DS-1 and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and Ds-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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SECTION 4 – ACCESS SERVICES

4.3 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS

4.3.1 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first three (3) months of service. This demand estimate should be included with the access order information.

4.3.2 Call Types

The following Switched Access Service call types are available:

800 Data Base Access Service
Originating Switched Access
Terminating Switched Access

4.3.3 800 Data Base Access Service

This service provides for the (a) forwarding of End User dialed 800 calls to the Company which will initiate a query to identify the appropriate Customer to whom the call should be forwarded and (b) translation of the dialed 800 number to a ten digit NPA-NXX-XXXX telephone number.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

By:

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Evansville, IN 47715

Effective: November 3, 2002

ACCESS SERVICES TARIFF

SECTION 4 – ACCESS SERVICES

4.4 Rates

4.4.1 Rate Elements

1. For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.
2. The following rates elements apply:
 - a. Recurring Charges – Recurring charges are monthly charges that apply for a specific service or facility.
 - b. Nonrecurring Charges – Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).
 - c. Usage Charges – Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.
 - d. Minimum Periods – Switched Access Service is provided for a minimum period of one month.

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NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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4.4 Rates, (Cont'd)

4.4.2 Rates and Charges

1.	Carrier Common Line		Rate Per Minute
	a. Originating		\$0.00
	b. Terminating		\$0.00
2.	Tandem Switched Transport		
	Rate Per Minute		\$0.000176
	Rate Per Minute Per Mile		\$0.000023
3.	Tandem Switching		
	Rate Per Minute	\$0.001177	
4.	Local Switching		
	Rate Per Minute	\$0.002244	
5.	800 Query		
	Rate Per Minute	\$0.00421	
6.	Information Surcharge	\$0.00	

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NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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4.4 Rates, (Cont'd.)

4.4.3 Reserved For Future Use

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NOV 08 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

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EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles R. Dorn
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Issued: October 4, 2002

Effective: November 3, 2002

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ACCESS SERVICES TARIFF

SECTION 5 – CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request for a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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OF KENTUCKY
EFFECTIVE

NOV 03 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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Issued: October 4, 2002

Effective: November 3, 2002

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