

Access One, Inc.

Access One, Inc.

of

CHICAGO, ILLINOIS

Rates, Rules and Regulations for Furnishing

Telephone Service

throughout the Commonwealth of Kentucky

Filed with the PUBLIC SERVICE COMMISSION
OF KENTUCKY

ISSUED: January 14, 1999

EFFECTIVE: February 13, 1999

Issued by:
Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

By: **Mark A. Jozwiak, CEO**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 13 1999

PURSUANT TO 607 KAR 507
SECTION 11

by Cliff D. Bell

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CHECK SHEET

Sheets of this **Tariff** are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original **Tariff** that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
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9	Original	
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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO KY KAR 5011,
ET AL (10-0)

Mark A. Jozwiak
SECRETARY OF THE COMMISSION

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**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

The following are the only symbols used for the purposes indicated below.

- D - Delete or Discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another Tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

LATA - Local Access and Transport Area

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REGISTRATION

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the **Tariff**. When a new sheet is added between sheets **already** in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their **Tariff** approval process; the most current sheet number on file with the Commission is not always the **Tariff page** in effect. Consult the Check Sheet for the sheet currently in effect.
- c. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets - When a **Tariff** filing is made with the Commission, an updated check sheet accompanies the **Tariff** filing. The check sheet lists the sheets contained in the **Tariff**, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The **Tariff** user should refer to the latest check sheet to **find** out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff, particularly those for specialized common carrier communication channels furnished by the Carrier over its facilities, are defined below.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

Carrier - Access One, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Kentucky Public Utility Commission, unless context indicates otherwise

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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BY _____
ATTORNEY GENERAL

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SECTION 2 - RULES AND REGULATIONS

2.1 **APPLICATION OF TARIFF**

This schedule of Rates, Rules and Regulations governs the furnishing of long distance intrastate telecommunications service by Carrier, and applies to all services received from the Carrier. No employee or individual director of the Carrier is permitted to make exception to these Rates, Rules or Regulations. All Rules and Regulations are to be in effect so long as they are not in conflict with P.S.C. KY Rules and Regulations. The Carrier is further subject to all Rules and Regulations of the Commission even though not contained herein.

2.2 **REVISIONS**

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time subject to approval of the P.S.C. KY and shall have the same force as the present Rules and Regulations.

2.3 **SERVICE AREA**

The Carrier is a resale common carrier who furnishes intrastate telecommunications services to Customers throughout the State of Kentucky.

2.4 **UNDERTAKING OF CARRIER**

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.5 **LIMITATIONS OF SERVICE**

2.5.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Carrier and identifies the services required.

2.5.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.5.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

BUREAU OF PUBLIC UTILITIES COMMISSION
COMMONWEALTH OF KENTUCKY
COLUMBIA

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Chicago, Illinois 6066 1

2.5 LIMITATIONS OF SERVICE (continued)

2.5.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this **Tariff** shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.6 INTERCONNECTION

2.6.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

2.6.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.7 AVAILABILITY OF SERVICES

2.7.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this **Tariff**. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier.

2.7.2 Service is available 24 hours per day, seven days a week, throughout the State of Kentucky

2.8 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.8.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this **Tariff**.

2.8.2 The use of Carrier's services to make calls that might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.8.3 The use of Carrier's service(s) without payment for service or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

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2.9 LIABILITY OF THE CARRIER

- 2.9.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption delay, error, omission, or defect in any service, facility, or transmission provided under the **Tariff** shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.9.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this **Tariff**, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.9.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - A. defamation, libel, slander, invasion of privacy, **infringement** of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this **Tariff**;
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act of omission by the Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.
- 2.9.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.9.5 **CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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2.10 ASSIGNMENT OR TRANSFER

Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Customer shall not assign or transfer the use of the Carrier's Services except with the prior written consent of the Carrier in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.11 CREDIT ALLOWANCE FOR INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.9 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.12 RESPONSIBILITY OF THE CUSTOMER

2.12.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

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2.12 RESPONSIBILITY OF THE CUSTOMER (continued)]

2.12.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.12.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.12.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by

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2.12 RESPONSIBILITY OF THE CUSTOMER (continued)

2.12.4 Cancellation by Customer (continued)

Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.12.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this **Tariff**.
- B. Payment will be due upon receipt of the statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days **after** rendition of the bill.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.12.6 Aunlication of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

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2.12 RESPONSIBILITY OF THE CUSTOMER (continued)**2.12.7 Deposits**

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of deposit.

2.12.8 Bad Check Charge

Carrier will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for **insufficient** or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.13 RESPONSIBILITY OF CARRIER**2.13.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.9.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal **1/360th** of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.13.2 Cancellation of Credit

Where Carrier cancels a service and the **final** service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at **1/30th** of the monthly recurring charge for each day **after** the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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2.13 RESPONSIBILITY OF CARRIER (continued)

2.13.3 Disconnection of Service by Carrier

- A. Without incurring liability, the Carrier may discontinue Service(s) to Customer or to a particular Customer location, in compliance with 807 KAR 5:006, Section 14, governing Refusal and Termination of Service. Service may be discontinued upon a written notice, administered in accordance with 807 KAR 5:006, Section 13(5), for the following reasons:
- B. Upon five days written notice, for nonpayment of any sum due to Carrier for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for such service;
- C. Upon ten days written notice, in the event of a violation of any of the provisions governing the services under this **Tariff**;
- D. Upon ten days written notice, for violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the service(s);
- E. Without notice, **if** a dangerous condition is found to exist on the Customer's premises, relating to the Carrier's service which could subject any person to imminent harm or result in substantial damage to the property of the Carrier or others. Carrier shall **notify** Customer immediately of such termination or refusal, and shall inform Customer of the corrective action to be taken by Customer or by Carrier, before the service can be restored or provided;
- F. Upon ten days written notice, for Customer's refusal of access by Carrier to Customer's premises for any maintenance, testing or adjustment to assure compliance with **tariff** regulations and the proper installation and operation of Customer and Carrier's equipment and facilities;
- G. Carrier may discontinue service to a Customer who is indebted to the Carrier for service furnished or other tariffed charges until that Customer has paid his indebtedness;
- H. Upon 10 days written notice, service(s) may be discontinued by the Carrier, by blocking **traffic** to certain geographical areas, or by blocking calls using certain Customer Authorization Codes, when the Carrier deems it necessary to take action to prevent unlawful use of its Service(s). The Carrier may restore Service(s) as soon as it can be provided without undue risk; or
- I. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- J. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

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2.13 RESPONSIBILITY OF CARRIER (continued)

2.13.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period **after** service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.14 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.15 TAXES AND SURCHARGES

The Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utilities tax, universal service, dial around compensation and PICC surcharges) are listed as separate line items and are not included in the quoted rates.

2.16 TIMING OF CALLS

2.16.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

2.16.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Unless otherwise specified, calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

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2.17 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of **notification** of cancellation as described in Section 2.6.4 of this Tariff

2.18 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.19 BILL CONTENTS

Each Customer's bill shall include the following items:

- Customer's name and billing address;
- Date of bill;
- Itemization of toll and other charges;
 - All applicable taxes;
 - Any previous balance;
 - Explanation of other charges and credits;
 - Explanation of codes and abbreviations;
- Total amount of the bill; and
- Carrier's toll free number (1/800-804-8333)

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PUBLIC SERVICE COMMISSION

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By:
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SECTION 3 - SERVICES AND RATES

3.1 INTRASTATE SWITCHED TELECOMMUNICATIONS SERVICE

3.1.1 Description of Service

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an **intraLATA** and **interLATA** basis. Service is available twenty-four hours a day, seven days a week.

3.1.2 Switched Telecommunications Service Usage Rates

The following are the usage charges which apply to Carrier's intrastate switched services. Term and volume discounts may apply. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

IntraLATA Switched Service
Rate per minute: \$0.1170

InterLATA Switched Service
Rate per minute: \$0.1300

3.2 INTRASTATE DEDICATED TELECOMMUNICATIONS SERVICE

3.2.1 Description of Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an **intraLATA** and **interLATA** basis. Service is available **twenty-four** hours a day, seven days a week.

3.2.2 Dedicated Telecommunications Service Usage Rates

The following are the usage charges which apply to Carrier's intrastate dedicated services. Term and volume discounts may apply. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

IntraLATA Dedicated Service
Rate per minute: \$0.0670

InterLATA Dedicated Service
Rate per minute: \$0.0660

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3.3 CALLING CARD SERVICE

3.3.1 Description of Service

Calling Card Service allows a Customer to have a call billed to a specific calling card rather than to the phone line **from** which the call is originated. If the calling line is presubscribed to Carrier, the Customer can dial 0+, the called number and then dial the full calling card number when the network signals that it is ready. Calling Card Service is provided only where facilities and billing capabilities permit.

3.3.2 Calling Card Rates

The following are the usage charges which apply to Carrier's Calling Card Service. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

Rate per minute:	\$0.22
Manual completion surcharge:	\$0.75
Dialing instructions:	\$0.75
Audio text:	\$0.40
Voice mail	
Individual, group, or guest:	\$0.40
Direct in 800 number:	\$10.00
Conference calling per minute:	\$0.40
Operator assistance surcharge per call:	\$1.50
Voice message delivery (up to 3 minutes):	\$0.40
Delivered message per minute:	\$0.40
Directory assistance per call:	\$1.25

3.4 DIRECTORY ASSISTANCE SERVICE

3.4.1 Description of Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1 212 **from** lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit.

Up to two requests for numbers may be made on each call to **Directory** Assistance. **The** Directory Assistance Charge applies whether or not the Directory Assistance **bureau furnishes** the requested telephone number(s).

3.4.2 Directory Assistance Rate

Rate per directory assistance call: \$0.65

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BUREAU OF PUBLIC UTILITIES
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KENTON, KY

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3.5 TOLL FREE SERVICE

3.5.1 Description of Service

Toll Free Service - Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of the Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.5.2 Toll Free Rate

The following are the usage charges which apply to Carrier's Toll Free Service. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

<u>Toll Free Service</u>	
Rate per minute	\$0.19

3.6 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than the Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, the Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.7 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein. Such promotions will be offered subject to approval by the Commission.

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