

Sec. 16-3-101. Termination of telephone service

A. Definitions as used in this section

1. "Complaint" means any allegation or charge of an error in billing or disputed charge; and investigation, hearing and appeal shall mean those activities arising under the regulations in Section 16-3-101 from such allegations or charges.

2. "Customer" means any person or entity which has contracted with a telephone company for telephone service.

3. "Delinquent account" means a bill for telephone service, any portion of which has remained unpaid for a period of more than thirty (30) days from the date of receipt of the bill. In the case of a residential account in which toll charges accrued and not yet billed exceed twice the average monthly bill for the previous three months, a bill may be rendered immediately and such bill shall then be considered delinquent.

Payment will be accomplished by receipt at a business office or authorized collection agency of the utility. Any subsequent bills issued to a delinquent account for telephone service shall be considered part of said delinquent account upon receipt thereof. No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account.

4. "Public Utilities Control Authority, authority or PUCA" means the department of public utility control.

5. "PUCA hearing officer" means a hearing officer designated by the PUCA to conduct hearings pursuant to Section 16-3-101, C, 5, (b). A Hearing Officer shall have all the powers of a Presiding Officer, as defined in Section 16-1-2, C, of the Authority's regulations. A Hearing Officer may be a member of the PUCA's staff who performs other unrelated functions as well, but shall not be a person who has participated in the investigation in the same case pursuant to Section 16-3-101, C, 5, (a).

6. "Receipt or received" means three days after the date of mailing by first class mail.

7. "Residential telephone service" means telephone service provided by a telephone company to a customer at a place of residence, the major use of which by the customer is of a social or domestic nature and not for business purposes, as defined in the Tariffs of the telephone company.

8. "Review officer" means a person designated by the telephone company to investigate customer complaints and to undertake reviews as provided in Section 16-3-101, C, 4. A Review Officer may be an employee of the telephone company who also performs functions unrelated to his or her review responsibilities. However, the Review Officer shall not be a member of such company's credit department. A Review Officer shall be empowered to review and overrule determinations of members of the company's credit department on subjects within his or her authority as further described in Section 16-3-101, C, 4.

9. "Telephone company" or "company" means any telephone company, corporation, or other entity within the jurisdiction of the Public Utilities Control Authority which provides telephone service.

10. "Telephone service" means local exchange service, toll, foreign exchange, private line service, and any other service provided by the telephone company pursuant to Tariffs filed with and approved by the PUCA furnished to customers by a telephone company.

11. "Termination" or "terminate" means the intentional discontinuance or interruption of

service to an individual telephone customer, and shall not include interruption or curtailment of service resulting from mistakes, errors, omissions, or forces beyond the control of the telephone company including but not limited to fire, floods, Acts of God, forced outages, energy or capacity shortages or other emergencies.

12. "Amortization over a reasonable period of time" means payment over a period of time (normally not to exceed three months). The PUCA may specify a reasonable period of time upon completion of a PUCA hearing regarding a disputed bill.

13. "Disputed bill" means that portion of a customer's bill deemed by the PUCA to be in dispute.

14. "Identification" means a social security number, the number of an identity card issued pursuant to section 1-1h of the general statutes, the number of a motor vehicle operator's license issued pursuant to section 14-36 of the general statutes or any other means of identification approved by the department of public utility control.

B. Grounds for termination.

1. Grounds For Termination Without Notice. Telephone service may be terminated by a telephone company without notice for any of the reasons listed below. In such cases, the company shall keep a record of the conditions which caused termination and shall attempt to notify the customer in some reasonable manner such as by a telephone call to the customer or if the customer is not the user to the user. The procedures prescribed in Section 16-3-101, C, shall not apply to terminations made pursuant to Section 16-3-101, B, 1. The telephone company shall notify the customer in writing after termination of the reason for the termination and the conditions which the customer must meet to obtain service.

(a) in the event of a condition determined by the telephone company to be hazardous; including but not limited to any condition which causes a clear and present danger to life, health, safety, and physical property, or to the telephone company's ability to serve other customers.

(b) in the event that the furnishing of service would be in contravention of any orders, ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof, and such orders, ordinances, laws or regulations forbid or do not allow time for notice of the impending termination.

(c) after receipt of a termination notice, no additional notice is required for any failure by a customer to comply with the terms of any agreement whereunder the customer is permitted to amortize the unpaid balance of an account over a reasonable period of time or any failure by such a customer to keep current the undisputed portion of the customer's account for telephone service as charges accrue in each subsequent billing period; unless such customer makes a payment or payments amounting to twenty percent of the balance due on the delinquent account in which case the telephone company shall not terminate service without giving notice of the condition which the customer must meet to avoid termination; but such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice.

(d) if the amount of charges incurred and outstanding after receipt of a termination notice and subsequent to the initiation of any complaint, investigation, hearing or appeal pursuant to Section 16-262d, Connecticut General Statutes, exceeds on a monthly basis the average

monthly bill for the previous three months or if the amount of charges incurred and outstanding for an account less than four months old exceeds on a monthly basis the average usage estimated for the account and is equal to or exceeds \$50.00 or customer's deposit if any, whichever is larger.

(e) In the event that toll charges accrued and not yet billed for a non-residential account exceed twice the average toll charges for the previous three months and are equal to or exceed \$50 or in the case of a nonresidential account less than four months old these charges exceed twice the estimated monthly toll charges and are equal to or exceed \$50, where acceptable arrangements to cover such charges cannot be made in accordance with procedures filed with and accepted by the PUCA, or are not kept.

2. Grounds For Termination With Notice. Telephone service may be terminated after appropriate notice is given, for the reasons listed below. Telephone service may be terminated for these reasons only in accordance with the procedures set forth in Section 16-3-101, C.

(a) in the event of tampering with wires or other telephone equipment by the customer; except that any interconnection authorized pursuant to Tariffs filed with and approved by the PUCA and the Federal Communications Commission shall not constitute tampering.

(b) fraud or material misrepresentation in obtaining telephone service;

(c) customer use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others, except in cases described in B, 1, (a), after the customer has first been notified and afforded an opportunity to remedy the interfering influence. The termination notice required in accordance with the procedures set forth in Section 16-3-101, C, shall be issued after the expiration of the period given to remedy the interfering influence.

(d) violation of or non-compliance with the rules or Tariffs which the company has filed with and have been approved by the PUCA; the notice as required in Section 16-3-101, C shall carry a brief description of and citation to the rule or tariff of which there has been a violation or non-compliance.

(e) failure of the customer to permit the company reasonable access to its equipment, or in the event access thereto is obstructed or hazardous.

(f) customer failure or refusal to reimburse the company for the cost of replacement, installation and/or repair of any telephone instrument, facility, or equipment subscribed to by the customer which is lost or damaged due to theft, vandalism, willful injury or negligence or any other cause whatsoever except Hood, fire other than fire intentionally caused by the customer or his agent, or natural disaster.

(g) failure of the customer to furnish such service, equipment, permits, certificates or rights-of-way as shall have been specified by the company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.

(h) non-payment of a delinquent account provided that the telephone company has notified the customer of the delinquency and has made a diligent effort to have the customer pay the delinquent account. The telephone company shall be deemed to have made a diligent effort to have the customer pay the delinquent account if it complies with all procedures prescribed in Section 16-3-101, C.

(i) in the event that the furnishing of service would be in contravention of any orders,

ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof, and such orders, ordinances, laws or regulations do not forbid explicitly or implicitly notification of the impending termination.

(j) In the event of a person's failure to provide identification within 15 days of opening an account.

3. Exceptions. No telephone company shall:

(a) terminate residential telephone service for non-payment during such time as any resident of a dwelling to which such service is furnished is seriously ill, as certified to the company by a registered physician in accordance with the procedures prescribed in Section 16-3-101, C, 3, below; provided the customer agrees to amortize the unpaid balance of his account over a reasonable period of time and keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period.

(b) terminate telephone service to a customer during the pendency of any complaint, investigation, hearing or appeal initiated by such customer under Section 16-3-101, C, below; provided, however, that nothing in this Section 16-3-101, B, 3,(b), shall be construed to relieve a customer of the obligation to pay any undisputed bill or portion thereof during the pendency of any such complaint, investigation, hearing or appeal, and further provided that the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period, and that the amount of charges incurred and outstanding subsequent to the initiation of any complaint, investigation, hearing, or appeal does not exceed on a monthly basis the average monthly bill for the previous three months or fifty (\$50.00) dollars, whichever is greater, or in the case of an account less than four months old does not equal or exceed \$50.00 or the estimated monthly pattern of usage for the account, whichever is greater.

(c) refuse to reinstall telephone service previously disconnected for non-payment to the home of any former residential customer if any resident therein becomes seriously ill, as certified to the telephone company by a registered physician in accordance with the procedures prescribed in Section 16-3-101, C, 3, below; provided that the customer agrees to amortize the unpaid balance of his account and all appropriate reconnection and installation charges over a reasonable period of time and comply with any deposit requirements and appropriate Tariffs of the telephone company.

(d) terminate telephone service for reasons outlined in Section 16-3-101, B, 2, on any Friday, Saturday, Sunday, legal holiday, or day before any legal holiday, or at any time during which the business offices of any such telephone company are not open to the public.

C. Billing and termination procedures.

1. Termination, Notices, Generally. Every telephone company shall send each of its customers within ninety (90) days of the effective date of these regulations or by the effective date if such date is set ninety (90) days from the passage of the regulations, and annually thereafter a brief explanation of the customer's rights under this Section 16-3-101, C. In addition, all termination notices shall contain or be accompanied by a brief explanation of the customer's rights under this Section 16-3-101, C, and the customer's responsibilities under Section 16-3-101, B, 1, (d). Any telephone company which has a substantial number of non-English speaking Spanish-surnamed customers within its service territory shall provide the foregoing notices, and that described in Section 16-3-101, C, 3, below, in

English and Spanish. Where the company has actual knowledge that the user of the telephone service is not the customer to whom the company usually sends its bills, then in addition to the termination notice sent to the customer, the company shall also make a reasonable effort to provide notice to the user of the service by attempting to reach the user by telephone during the normal business hours of the company.

2. Timing Of Termination And Termination Notices. No termination notice for non-payment shall be sent to any customer prior to the time said customer has a delinquent account as defined in Section 16-3-101, A, 3. No termination of telephone service where notice is required shall be effected earlier than thirteen (13) days after mailing of a termination notice addressed to the customer to whom such service is billed by first class mail. If the customer makes partial payment of twenty percent of the unpaid balance of a delinquent account after receipt of a termination notice and after the expiration date of that notice but prior to or on the same day as actual termination by the company, the company shall reinstate the customer's service without any reconnection or installation charges and give the customer additional notice. Such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice. If payment of at least twenty percent of a delinquent account or payment arrangements have not been made subsequent to a termination notice, the service may be terminated on the scheduled expiration date or within 10 business days thereafter. If a utility fails to terminate service within 10 business days of the expiration date then the termination notice procedure shall be repeated. When a person opening an account with a telephone company does not provide identification, the company shall furnish the service and provide notice that the service may be terminated pursuant to section 16-3-101(B) (2) (j) if, after fifteen days, identification is not provided.

3. Termination And Serious Illness.

(a) Every termination notice sent to a customer receiving residential telephone service shall include or be accompanied by a serious illness notice substantially in the form attached hereto as Appendix A. Such serious illness notice shall plainly indicate that the company may not terminate residential telephone service to the home of any customer during such time as any resident residing therein is seriously ill, if the existence of such serious illness is certified to the company in accordance with the requirements of Section 16-3-101, C, 3, (b), within seven days after receipt of the termination notice and the customer complies with the requirements of Section 16-3-101, C, 3, (c). Such serious illness notice shall also plainly indicate that the company has the right to contest before the Public Utilities Control Authority the validity of any serious illness certification it might receive.

(b) A registered physician's certification of serious illness shall be sufficient if initially made by telephone, subject to the right of the company to confirm the validity of the doctor's call. In the event the company receives a physician's certification by telephone, it shall inform the certifying physician that he must forward to the company, within seven calendar days a written certification of serious illness. All certifications whether oral or written must provide the name and address of the seriously ill person, the nature and length of the serious illness and the physician's office address and telephone number.

(c) In cases where residential telephone service is continued pursuant to a serious illness

certificate, the customer must:

(1) Enter into an agreement “hereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period, and

(2) Renew the serious illness certificate no later than the last day of the period specified by the physician as the length of the illness; provided, however, that if the physician has failed to specify the length of the illness or if the physician has indicated that the length of the illness is not readily ascertainable, then the serious illness certificate shall be renewed every fifteen days. Each renewal certificate must be forwarded to the company.

(d) Any failure to renew any serious illness certificate shall automatically void all rights of the customer under the provisions of this Section 16-3-101, C, 3; except that any amortization agreement previously made to pay off the unpaid balance of an account shall not be voided as long as the customer complies with terms of the agreement and further provided that the customer shall not be prohibited from invoking his rights under the provisions of Section 16-3-101, C, 3, as to future illnesses.

(e) If a telephone company wishes to contest the validity of a written serious illness certificate, it may request an investigation by the PUCA and a hearing before a PUCA Hearing Officer pursuant to Section 16-3-101, C, 5. Section 16-3-101, C, 5, shall apply in all respects to such hearing.

4. Company Review Officer; Investigation By Company.

(a) After contacting a customer service representative of the telephone company, a customer may notify the Company Review Officer in writing, delivered either in person or by mail within seven days after receipt of a termination notice issued pursuant to Section 16-3-101, B, 2, or within four days after notification of the decision of the customer service representative, that any related matter still remains in dispute. Such notice must state precisely what the dispute is and to what extent. Upon receipt of such notice the Review Officer shall investigate the customer’s complaint, using any procedure appropriate under the circumstances, and shall provide notice in writing to the customer of said Review Officer’s determination of the dispute. In addition, the Review Officer shall consider whether or not it is appropriate to enter into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period. The written notice of the decision of the Review Officer shall be sent to the customer within ten days of the receipt of the customer’s complaint by the Review Officer and shall contain the following statement: “If you still consider our bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to request in writing a further investigation by the Public Utilities Control Authority, Consumer Assistance Division, 165 Capitol Avenue, Hartford, toll free telephone number: 1-800-842-1904, within four days from your receipt of this decision.”

(b) If a customer disputes the legality of a proposed or completed termination for a reason other than a complaint as defined in Sections 16-3-101, A, I and 16-3-101, C, 4, (a), he has a right to a review by the company and/or PUCA. The initiation of such a review procedure

will not require the company to maintain or reinstall service during the pendency of the review unless the PUCA should so order.

(c) If a customer has a complaint as defined in Sections 16-3-101, A, 1 and 16-3-101, C, 4, (a), and for good and sufficient reason shown was unable to institute the review procedures within the time limit required (i.e. out-of-town) the customer may institute the review procedure provided in Sections 16-3-101, C, 4 and C, 5 within a reasonable time. However, the company shall not be required to maintain or reinstall service during the pendency of the review unless the PUCA should so order.

5. Investigation By PUCA; Right To Hearing Before PUCA Hearing Officer.

(a) Investigation by PUCA. Within four days after the receipt of the Review Officer's decision, the customer and/or the company may request in writing that the PUCA conduct an investigation of the matter in dispute pursuant to Section 16-1-116 of the PUCA's Regulations, and the PUCA shall issue an order forthwith directing that such an investigation be commenced by the PUCA staff no later than seven days after receipt of said request. After completing its investigation, the PUCA staff shall prepare a written report summarizing its findings and shall cause both parties to receive a copy of such report no more than ten days after the commencement of such investigation, except, the PUCA within its discretion and for good cause shown, may have an additional seven days after the expiration of the initial ten day period to prepare its staff report.

(b) Right To Hearing. If the company and customer are unable to resolve the dispute based upon the report of the PUCA staff, then within four days after the receipt of the PUCA staff report, either party may file a formal complaint with the PUCA pursuant to Section 16-1-102 through 16-1-105 of the Regulations of Connecticut State Agencies requesting a hearing before a PUCA Hearing Officer. Upon the timely filing of such a complaint, the PUCA shall issue an order appointing a Hearing Officer and requiring that such a hearing be commenced no later than fourteen nor earlier than seven days after the date of filing of the appeal. Such hearing shall be deemed to be a "contested case" within the meaning of Connecticut General Statutes Section 4-166(2) and Sections 16-1-2(e) of the Regulations of Connecticut State Agencies. The report of the PUCA staff shall be part of the record in such hearing. Pending final determination, the PUCA may enter any lawful temporary order to the company or to the customer which it deems just and equitable. The Hearing Officer shall ascertain the facts and report thereon to the PUCA and may prepare the PUCA's docket file and order. Within ten (10) days after receipt of the transcript, if any, or 10 days after the close of the hearing if no transcript is required, the PUCA shall issue a final order in writing directing service to be continued or terminated forthwith, which order may impose such terms and conditions as the PUCA deems equitable to both the customer and the company. The decision of the PUCA shall be considered a final order of the PUCA for all purposes and shall not be appealable within the Public Utilities Control Authority. However, nothing in this Section 16-3-101, C, 5, shall prevent any party from pursuing any available legal or equitable remedies with respect to the PUCA's decision.

(c) Nothing in this Section 16-3-101, C, 5, shall relieve the customer from paying when due all undisputed charges and all charges accrued and outstanding subsequent to the initiation of a complaint, investigation, hearing or appeal which are also undisputed. Notwithstanding the provisions of Section 16-3-101, C, 5, the company may terminate

pursuant to Section 16-3-101, B, 1, for circumstances not the subject of the complaint, investigation, hearing or appeal.

6. Legal Remedies Preserved. None of the provisions of this Section 16-3-101 shall be construed to prevent a telephone company or customer from pursuing, at any time, any legal remedies regarding complaints which are the subject of these regulations, provided however, that nothing in this Section 16-3-101, C, 6, shall be construed to entitle a telephone company or a customer to more than one hearing concerning the same issues in dispute in whatever forum except for lawful appellate remedies.

7. Customer Contact. No telephone company shall terminate service to any customer unless such company first makes a good faith effort to contact the customer receiving such telephone service stating that termination of service is imminent. A good faith effort shall be deemed to be an attempt either by telephone or mail at such contact in such a manner as is reasonable in light of the circumstances. The telephone company shall be relieved of this requirement to contact the customer in the event that such contact would be in contravention of any orders, ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof. This customer contact requirement is in addition to all other contact which may or may not be required by law or regulation and does not relieve the telephone company of compliance with the other provisions of Section 16-3-101.

8. Partial Payment. If, following the receipt of a termination notice or the entering into of an amortization agreement reached after receipt of a termination notice, the customer makes a payment or payments amounting to twenty percent of the balance due, prior to the expiration date on the termination notice or the date for the next partial payment due under the amortization agreement, the telephone company shall not terminate service without giving subsequent notice to the customer in accordance with provisions of Section 16-3-101, C, 1, of the conditions the customer must meet to avoid termination, but such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice. If the customer makes such partial payments after the dates specified above but on or before the day of actual termination, and termination occurs, the telephone company will reinstate service without any reconnection or installation charges accruing to the customer and give such subsequent notice.

9. Effective Date. These regulations shall become effective upon filing of the approved regulations with the Secretary of State but no sooner than 90 days from the date of passage by the PUCA.