

Big River

Telephone Company

Customer Bill of Rights

Part 1 – Bill of Rights

Details the basic rights that all consumers are afforded when interacting with Big River Telephone (hereafter referred to as Big River Telephone Company, Big River Telephone and/or Big River). These rights provide that Big River will:

- Fully disclose all relevant rates, terms and conditions of service in clear language and in readable type size.
- Protect consumer records and personal information from misuse and unauthorized disclosure.
- Provide accurate and understandable bills that clearly label products, services, fees and the names of carriers providing the services, and provide prompt and fair redress for billing problems.
- Treat all similarly situated customers equally, free of prejudice or disadvantage.

Rule 1: Carrier Disclosure

- Big River Telephone Company will provide, on request, their key rates, terms, and conditions of each offering subject to the Public Service Commission's jurisdiction.
- Big River Telephone will promptly provide responses to consumer inquiries about services; describe customer's privacy rights, and how the carrier handles confidential customer information.

Rule 2: Marketing Practices

- Any agreement or contract will be a separable document from any marketing materials and all terms will be plainly stated in understandable language.
- All written solicitations to consumers will contain key rates, terms and conditions in the equivalent of 8-point type or larger or provide for access to said rates, terms and conditions. Solicitations, which include advertising and other marketing materials, will be clear, conspicuous and accurately disclose key rates, terms and conditions or provide for access to key rates, terms and conditions.
- Where Big River Telephone intentionally misleads a consumer, Big River will allow the subscriber to terminate service without fee or penalty, provide credits or refunds for the difference between actual and misrepresented rates, and allow the subscriber to enroll in another plan.

Rule 3: Service Initiation and Changes

- Big River will fully inform a subscriber or prospective subscriber of the options available to them so they can make timely and informed choices.
- Big River Telephone may initiate or change service upon request, in any form, from a consumer.
- Big River will provide consumers initiating service or adding telephone lines to existing accounts specific information on discounts available to low-income and disabled consumers if available. At the same time, Big River will provide information about the least expensive service meeting the customer's needs.
- Subscribers may cancel any contracted service without fees, charges or penalties (except for usage fees and installation charges), within 45 days if Big River did not provide the contract at the time of sale. If Big River provided the contract at the time of sale, the customer has 30 days within which they can cancel without fees, charges or penalties (except for usage fees and installation charges).
- A disputed charge based on a service for which there is no record of the consumer ordering will be treated as if the charge was unauthorized.
- Carriers may not deny service for failure to provide a social security number alone.

Rule 4: Deposits to Establish or Re-establish Service

- Big River Telephone may only require a deposit if an applicant cannot demonstrate acceptable credit.
- An applicant's failure to provide a social security number will not be cause for requiring a deposit.
- Deposits may not exceed \$200 and will earn no less than 5 percent simple annual interest.

Rule 5: Billing

- Telephone bills will be clearly organized and only contain charges for products and services authorized by the subscriber. The telephone bill will include: the legal name of service provider, the amount charged for each product and service, description of each product and service, period of service covered by bill, payment due date, late payment charge, how to pay, and Big River's toll free number along with postal address or e-mail address where a subscriber may send billing inquiries or complaint.

Rule 6: Late-Payment Penalties, Backbilling and Prorating

- Payments will be due no earlier than 10 days after the consumer's bill is mailed.
- Late payment penalties may not exceed 1.5 percent per month of the overdue balance.
- Big River Telephone may have to backbill customers for long distance charges within three months, collect, 3rd party, directory assistance and calling card charges within five months.
- Big River will only bill for services at the rate that was in effect when the service was used.

Rule 7: Tariff Changes, Contract Changes, Transfers, Withdrawals and Notices

- Prior to any change taking effect that may result in higher rates, charges, or more restrictive terms and conditions, Big River Telephone will notify basic service consumers in advance.
- Big River Telephone will obtain the informed consent of consumers if the change affects a service that the consumer purchased under a contract. If the consumer does not consent to the change, the consumer may continue service under the original contract.
- Big River Telephone Company will notify customers prior to withdrawing service or transferring customers to a new carrier.

Rule 8: Service Termination

- Big River Telephone will provide written notice to subscribers at least seven days prior to terminating service for non-payment of overdue bills.

Rule 9: Billing Disputes

This rule establishes requirements for Big River Telephone when resolving billing disputes:

- Big River Telephone will reach a determination regarding the dispute and communicate it to the customer within 45 days.
- Big River Telephone will not disconnect service until seven days after the carrier notifies the customer of the results of its investigation.
- Big River Telephone will not take adverse collection action or assess late charges or penalties while Big River Telephone and applicable state Public Service Commission's investigations of disputed billing charges are pending.

Rule 10: Privacy

- Big River Telephone will tell customers and obtain their written consent before using confidential customer information for any purpose other than the provision and/or billing of the service, or if they give such information to a third party.
- Requested written notices of privacy rights will be clear and conspicuous.
- The collection and retention of confidential customer information will be limited to what is necessary for the purposes specified when initially collected.
- Confidential information will be current, accurate, and protected against unauthorized use, disclosure or alteration.
- Big River will notify customers if any new and/or upgraded services will disclose confidential customer information, and will provide the opportunity to block such services on a per-call or per-line basis.

Rule 11: Consumer Affairs Branch Requests for Information

- Big River Telephone will designate one or more representatives to be available during regular business hours to accept inquiries from state public service commissions and requests for information on behalf of subscribers.
- Big River will provide state public service commissions with all documents and information that it requests in resolving informal consumer complaints and inquiries.

Rule 12: Employee Identification

- Big River employees will show photo identification when they ask permission to enter a consumer's premises.
- Upon request, Big River will provide any consumer with their real name or a unique identifier during telephone or in-person conversations. Moreover, neither Big River or its employees are permitted to misrepresent their position as a telephone carrier when soliciting, inducing, or implementing subscriber agreements.

Rule 13: Emergency 911 Service

- Big River Telephone, while providing consumer access to the public switched telephone network will provide every residential telephone connection with access to 911 emergency services, whether or not an account has been established.
- Big River will not terminate such access to 911 emergency services for non-payment of service under any circumstance where dial tone is present.

Part 2 – Rules Governing Slamming Complaints

- Big River Telephone will work in conjunction with corresponding rules issued by the Federal Communications Commission (FCC) and comply with all state and federal laws governing all forms of slamming complaints..