

September 26, 2016

Oregon Public Utility Commission 201 High St SE Salem, Oregon 97301-3612

RE: Advice No. 353 for Tariff Filing for CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon,

Inc., both d/b/a CenturyLink

# Dear Commissioners:

Attached for electronic filing are revised sheets of OR PUC No. 6 for CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc. both d/b/a CenturyLink. This filing is being submitted with a proposed effective date of December 1, 2016.

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2	21	First Revised
2	21.1	Original
2	21.2	Original
2	21.3	Original

This filing introduces a service guarantee plan in compliance with conditions of CenturyLink's Price Plan approved by the Commission in Order No. 14 347 in Docket UM 1686. The proposed Guaranteed Appointments and Commitments language and credit amounts mirror those already in effect in Section 2.2.2A. of the Qwest Corporation P.U.C. Oregon No. 33 Exchange and Network Services Tariff.

Service guarantee plan credits for missed guaranteed appointments or missed guaranteed commitments will be issued on qualifying transactions effective December 1, 2016.

Questions concerning this filing may be directed to me or to Phil Grate at (206) 345-6224.

Sincerely,

Tina Manning

Attachment

cc: Phil Grate, CenturyLink John Felz, CenturyLink

OR 16-08 (CT)

## **RULES AND REGULATIONS INDEX**

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Section 2 First Revised Page 21 Cancels Original Page 21

#### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - B. Obligation of Company (Cont'd)
    - 2. Maintenance and Repair
      - a. All costs associated with the maintenance and repair of outside plant facilities furnished by the Company will be borne by the Company except as specified elsewhere in this Tariff.
      - b. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional misuse or destruction or failure of the customer, or his agent, to request of the Company assistance or identification of the location of facilities prior to construction and such Company facilities are damaged.
      - c. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
      - d. An interruption of service shall be governed by (OAR) 860-021-0021.

(M)

(M)

Effective: December 1, 2016

(M) Material previously appearing on this page now appears on Page 21.3 of this section.

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#### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - B. Obligation of Company (Cont'd)
    - 3. Guaranteed Appointments and Commitments
      - General
        - (1) A Guaranteed Appointment is a mutually agreed upon appointment for a given day between a customer and the Company for a service to be provided which requires the customer to be present. The Company shall offer Guaranteed Appointments if the service to be provided requires the customer to be present.
        - (2) A Guaranteed Appointment is considered kept if:
          - the Company representative arrives by the agreed upon date even if the service is completed at a later date, or
          - the Company notifies the customer the day following the day the order was placed that it will be unable to meet the due date due to a lack of available facilities and a new appointment must be made.
        - (3) The Company will offer Guaranteed Commitments when the service to be provided does not require the customer to be present. A Guaranteed Commitment is a mutually agreed upon commitment between a customer and the Company to provide service on or before a specific date.
      - b. Terms and Conditions
        - (1) Guaranteed Appointments and Guaranteed Commitments will be offered for the following service types:
          - Reconnect Existing Exchange Service: Reconnect an existing service following move-out/move-in or disconnection for non-payment.
          - Connect a new or additional service or change an existing service.
          - Repair of existing exchange service when a customer is unable to receive and/or place a telephone call.
        - (2) The Company will not make firm service date agreements during labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts) or adverse events beyond the Company's control (i.e., Force Majeure).

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#### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - B. Obligation of Company (Cont'd)
    - 3. Guaranteed Appointments and Commitments (Cont'd)
      - c. Credit For Missed Guaranteed Appointment or Guaranteed Commitment
        - (1) The Company is committed to providing service in accordance with our customer's expectations. When service cannot be provided as expected by our customers, the Company provides customer bill credits.
        - (2) The credit will be applied automatically to the customer's account for failure to keep a Guaranteed Commitment if the customer requests installation of a new or subsequent service or repair that is not completed as agreed for Company reasons, subject to the exceptions specified in d. following.
        - (3) Each credit shall be limited to the following specified amount for each service order or trouble report.

# Credit Amounts for Missed Guarantee Commitment

- Residence and Business class \$25.00

### d. Credit Exceptions

- (1) Credit is not applicable to missed commitments due to customer reasons or that are a result of circumstances beyond the control of the Company (i.e., Force Majeure).
- (2) A credit is not applicable if the customer reschedules the appointment or is not available at the time of the appointment and that unavailability prevents the completion of the scheduled work.

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### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - C. Abuse or Fraudulent Use of Service

(M)

- 1. Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes but is not restricted to:
  - a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise give or obtain information without payment of the charge applicable for service.
  - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

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(M) Material previously appeared on Original Page 21 of this section.

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