

General Tariff

General

Item
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Terms of Service

1. General

1. Except as otherwise specified, these Terms of Service apply with regard to services for which the Canadian Radio-television and Telecommunications Commission has approved a tariff.

2. These Terms do not limit Bell Aliant's liability in cases of deliberate fault or gross negligence, anti-competitive conduct, or breach of contract where the breach results from the gross negligence of Bell Aliant. C

3. Tariffed services offered by Bell Aliant are subject to terms and conditions contained in: C

a) these Terms;

b) applicable provisions of Bell Aliant's tariffs; and C

c) any written application, to the extent that it is not inconsistent with these Terms or the tariffs.

All of the above bind both Bell Aliant and its customers. C

2. Effective Date of Change

1. Subject to 2.2, changes to these Terms or the tariffs, as approved by the Commission, take effect on their effective date even though applicants or customers have not been notified of them or have paid or been billed at the old rate.

2. The old non-recurring charges for the transaction in question apply where service which was to be provided by a certain agreed-upon date was, through no fault of the applicant or customer, not so provided and in the meantime a rate increase has gone into effect.

3. Obligation to Provide Service

Note: Continues to apply for residential stand-alone primary access service in forborne exchanges, as identified in Item 200.

1. Bell Aliant is not required to provide service to an applicant where: C

a) Bell Aliant would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction; C

b) the applicant owes amounts to Bell Aliant that are past due other than as a guarantor; or C

c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.

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Terms of Service (Continued)

3. Obligation to Provide Service (Continued)

2. Application for service or for additional service and/or equipment in connection with service already established may be made orally or shall be in writing if Bell Aliant so requires in order to establish the identity of the applicant or customer in circumstances where Bell Aliant has reasonable grounds for believing that the applicant or customer intends to defraud Bell Aliant or to evade payment. **C**
C
C

3. Where Bell Aliant does not provide service on application, it must provide the applicant with a written explanation upon request. **C**

4. Bell Aliant Facilities **C**

1. Except where otherwise stipulated in its tariffs or by special agreement, Bell Aliant must furnish and install all facilities required to provide service. **C**

2. Upon termination of service, the customer must return Bell Aliant equipment. **C**

3. Bell Aliant must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Bell Aliant may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in Bell Aliant's tariffs or by special agreement. **C**
C
C

4. A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to Bell Aliant's facilities, may be charged the cost of restoration or replacement. In all cases, customers are liable for damage caused to Bell Aliant facilities by customer-provided facilities. **C**
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Terms of Service (Continued)

5. Bell Aliant's Right to Enter Premises

1. Bell Aliant's agents and employees may enter premises on which service is or is to be provided, during the company's normal working hours to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities, and to collect proceeds from coin telephones. **C**

2. Prior to entering premises, Bell Aliant must obtain permission from the applicant, customer or other responsible person. **C**

3. Entry is not subject to 5.1 and 5.2 in cases of emergency or potential harm to the network or where entry is pursuant to a court order.

4. Upon request, Bell Aliant's agent or employee must show valid Bell Aliant identification prior to entering premises. **C**

6. Basic Service

1. Bell Aliant provides single-party, touch tone service as its basic service platform. Service is subject to the availability of suitable facilities. In Newfoundland and Labrador, four-party service is available only to those customers currently subscribing to it. In Newfoundland and Labrador, two-party service is available subject to the availability of suitable facilities. **C**

2. Customers who wish to change to a lower grade of service that is available may do so without charge.

7. Deposits and Alternatives

Note: Continues to apply for residential primary access service in forborne exchanges, as identified in Item 200.

1. Except as otherwise stipulated in its tariffs, Bell Aliant cannot require deposits from an applicant or customer at any time unless the applicant or customer: **C**

a) has no credit history with Bell Aliant and will not provide satisfactory credit information; **C**

b) has an unsatisfactory credit rating with Bell Aliant due to payment practices in the previous two years regarding Bell Aliant services; or **C**

c) clearly presents an abnormal risk of loss. **C**

2. Bell Aliant must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Bell Aliant. **C**

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Terms of Service (Continued)

7. Deposits and Alternatives (Continued)

3. An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

4. The total amount of all deposits and alternatives provided by or for an applicant or customer may not at any time exceed three months' charges for all services, including anticipated long distance charges.

5. Deposits earn interest in accordance with the applicable provisions of Bell Aliant's tariffs. **C**

6. Whenever Bell Aliant holds a deposit it must indicate the following on that customer's monthly account: **C**

a) that a deposit is being held by Bell Aliant in connection with the customer's account; and **C**

b) a telephone number of a Bell Aliant representative to whom any inquiries regarding the deposit may be directed. **C**

At least once per year, Bell Aliant must also indicate on that customer's account the total amount of deposits held as well as the total interest accrued on the deposits. **C**

7. Bell Aliant must review the continued appropriateness of deposits and alternative arrangements at six month intervals or sooner upon customer request. When service is terminated or the conditions which originally justified them are no longer present, Bell Aliant must promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer. **C**

8. Restrictions on Use of Service

1. Service may be used by the customer and all persons having the customer's permission to use it. In the case of business telephone service, joint use within the meaning of Bell Aliant's tariffs is permitted only upon approval by Bell Aliant in accordance with the applicable provisions of its tariffs. **C**

2. Customers are prohibited from using Bell Aliant's services or permitting them to be used for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls. **C**

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Terms of Service (Continued)

8. Restrictions on Use of Service (Continued)

3. Customers are prohibited from using Bell Aliant's services or permitting them to be used so as to prevent a fair and proportionate use by others. For this purpose, Bell Aliant may limit use of its services as necessary. In the case of any party line customer who unduly interferes with the use of any other service on the same line, Bell Aliant may require the customer to obtain a higher grade of service, where equipment and facilities exist. **C**

4. Bell Aliant's facilities must not be re-arranged, disconnected, removed, repaired or otherwise interfered with except in cases of emergency, where specified in Bell Aliant's tariffs or by special agreement. Terminal equipment provided by the customer may be connected with Bell Aliant's facilities, pursuant to the provisions of the General Tariff or by special agreement. **C**

5. No payment may be exacted, directly or indirectly from any person or by any party other than Bell Aliant for the use of any of Bell Aliant's services, except where otherwise stipulated by special agreement or in Bell Aliant's General Tariff. **C**

9. Customer Liability for Calls

1. The customer is liable to Bell Aliant for charges for all long distance calls originating at the customer's telephone regardless of who may originate such calls, and for all calls received at the customer's telephone, the charges for which are accepted by any person receiving such calls, regardless of who may accept such charges. **C**

2. Customers shall not be liable for charges in cases of billing error and equipment failure. In the case of third party fraud, customers shall not be liable for charges pertaining to calls which did not originate from the customer's service unless there is evidence of customer involvement.

10. Dispute Procedure

1. Customers may dispute charges for calls which they do not believe originated from or were accepted at their telephones. The dispute procedure set out in the introductory pages of the telephone directory should be followed and customers must pay the undisputed portion of the bill.

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Terms of Service (Continued)

11. Confidentiality of Customer Records

Note: Continues to apply to local services in forborne exchanges, as identified in Item 200.

1. Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by the company regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by the company to anyone other than:

- a) the customer;
- b) a person who, in the reasonable judgement of the company, is seeking the information as an agent of the customer;
- c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- d) a company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- e) an agent retained by the company to evaluate the customer's creditworthiness or to collect the customer's account, provided the information is required for and is to be used only for, that purpose;
- f) a public authority or agent of a public authority, if in the reasonable judgement of the company, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- g) an affiliate involved in supplying the customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

Express consent may be taken to be given by a customer where the customer provides:

- a) written consent;
- b) oral confirmation verified by an independent third party;
- c) electronic confirmation through the use of a toll-free number;
- d) electronic confirmation via the Internet;
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

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Terms of Service (Continued)

11. Confidentiality of Customer Records (Continued)

2. Bell Aliant's liability for disclosure of information contrary to 11.1 is not limited by 16.1. **C**

3. Upon request, customers are permitted to inspect any Bell Aliant records regarding their service. **C**

12. Directories

Note: Continues to apply to local services in forborne exchanges, as identified in Item 200.

1. Customers are entitled to receive, without charge, as many copies of the most recent telephone directory for their district, both white and yellow pages, and as many copies of subsequent updated directories as they are published, as are reasonably required, up to a maximum of one per telephone, whether provided by the customer or Bell Aliant. **C**

2. Bell Aliant must provide, without charge, replacement directories required as a result of reasonable wear and tear. **C**

3. The contents of Bell Aliant's directories may not be published or reproduced in any form without Bell Aliant's written consent. **C**
C

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13. Directory Errors and Omissions

1. In the case of errors or omissions in directory white and yellow pages standard listings, information service or reference of calls, whether or not the error or omission is with regard to a telephone number, Bell Aliant's liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. No liability shall be attached to Bell Aliant by reason of continuation of the customer's listing in the next directory after the customer's service has been terminated. However, where the error or omission is occasioned by Bell Aliant's negligence, Bell Aliant is also liable for the amount calculated in accordance with 16.1. **C**

2. In the case of errors in telephone numbers in directory white and yellow pages listings, unless central office facilities are unavailable, Bell Aliant must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct. **C**

14. Bell Aliant-Initiated Changes in Telephone Numbers and Service Arrangements **C**

1. Customers shall have no property rights in the telephone numbers assigned to them, and Bell Aliant may change telephone numbers whenever the Company has reasonable grounds for doing so and has given reasonable advance written notice to the customer, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient. **C**

2. Whenever Bell Aliant changes a customer's telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide reference of call service without charge until termination of the customer's service or distribution of updated directories for that district showing the new number, whichever occurs first. **C**

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15. Refunds in Cases of Service Problems

1. Bell Aliant does not guarantee uninterrupted working of its services or equipment. The company shall not be liable to any customer, user or other person for damages resulting from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Bell Aliant's facilities. However, in any such case, Bell Aliant shall, on request, make a refund of charges proportionate to the length of time the problem existed. With regard to Long Distance Service and Private Line Service of short duration, the refund shall be computed at the time Bell Aliant is advised of the problem. No request is necessary where a problem in primary exchange service lasts twenty-four hours or more from the time Bell Aliant is advised of the problem. However, where the problem is occasioned by Bell Aliant's negligence, Bell Aliant is also liable for the amount calculated in accordance with 16.1. C
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C

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Terms of Service (Continued)

16. Limitation of Bell Aliant Liability

1. Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, Bell Aliant's liability for negligence, including negligence with regard to intercept, reference of call service and emergency service from coin telephones, and also for breach of contract where the breach results from the negligence of Bell Aliant, is limited to the greater of \$20.00 and three times the amounts refunded or cancelled in accordance with 13.1 and 15.1, as applicable.

2. Bell Aliant is not liable for:

a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell Aliant does not directly serve;

b) defamation or copyright infringement arising from material transmitted or received over Bell Aliant's facilities;

c) infringement of patents arising from combining or using customer-provided facilities with Bell Aliant's facilities; or

d) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.

17. Payment Time Limits

1. Telephone service shall be billed in arrears and all amounts owing shall be due on the bill date shown on the bill, except where otherwise provided in the General Tariff. Failure to receive a bill showing the amount owing by the customer to Bell Aliant shall not relieve the customer from the responsibility of making prompt payment to Bell Aliant.

2. The payment time limit is forborne from regulation, pursuant to Telecom Regulatory Policy CRTC 2009-424, Section III. Late payment charges will be calculated as set out on the customer invoice, or at www.bellaliant.ca.

3. In exceptional circumstances, for example when a customer has incurred a significant amount of long distance charges and presents an abnormal risk of loss to Bell Aliant, prior to the normal billing date Bell Aliant may request payment from the customer on an interim basis for the non-recurring charges that have accrued, providing the customer with details regarding the services and charges in question.

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Terms of Service (Continued)

17. Payment Time Limits (Continued)

4. No charge disputed by a customer can be considered past due unless Bell Aliant has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. **C**

5. Bell Aliant may request immediate payment in extreme situations, provided that a notice has been issued pursuant to 17.3 and the abnormal risk of loss has substantially increased since that notice was given or Bell Aliant has reasonable grounds for believing that the customer intends to defraud Bell Aliant. **C**
C
C

18. Liability for Unbilled and Underbilled Charges

1. Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled or underbilled charge except where:

a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date it was incurred; or

b) in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of 150 days from the date it was incurred.

2. In the circumstances described in 18.1, unless there has been customer deception, Bell Aliant cannot charge the customer interest on the amount of the correction. If the customer is unable to promptly pay the full amount owing, Bell Aliant must attempt to negotiate a reasonable deferred payment agreement. **C**
C

19. Liability for Charges That Should Not Have Been Billed and Those That Were Overbilled

1. In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error subject to applicable limitation periods provided by law. However, a customer who does not dispute a bill within one year of the date of a detailed statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.

2. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

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Terms of Service (Continued)

19. Liability for Charges That Should Not Have Been Billed and Those That Were Overbilled (Continued)

3. A customer who is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

20. Minimum Contract Period and Cancellation Before Service Commencement

1. Bell Aliant requires a minimum contract period which stipulates the minimum period of time for which Bell Aliant will furnish the service and equipment applied for, and for which Bell Aliant's charges must be paid, whether or not the service is used by the customer for the whole of such period. The standard length of the minimum contract period is one month, commencing on the date service is established, and applies to all services except where otherwise provided in the General Tariff. However, Bell Aliant may fix the minimum contract period longer than one month where the following conditions exist: C
C

a) unusual expense is necessary for the provision of the service; or

b) special assemblies of equipment are installed.

2. A customer who cancels or delays a request for service before installation work has started cannot be charged by Bell Aliant. Installation work is considered to have started when the customer has advised Bell Aliant to proceed, and Bell Aliant has incurred any related expense. A customer who cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work. C
C

21. Customer-Initiated Termination of Service

1. Service may be terminated after the expiration of the minimum contract period upon reasonable advance notice to Bell Aliant. The customer shall pay all charges due for service which has been furnished. C

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Terms of Service (Continued)

21. Customer-Initiated Termination of Service (Continued)

2. Before expiry of the minimum contract period, customers may terminate their service in which case they must pay the full charges for the entire minimum contract period or, in the following circumstances, charges due for service which has been furnished:

a) in the event of the death of the customer during the minimum contract period, the termination is effective from the date Bell Aliant is notified of the death; **C**

b) where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date Bell Aliant is notified; **C**

c) in the case of chargeable directory listings, and in the case of directory listings with regard to joint use of service, the charges due to the end of the effective period of such a directory shall be paid. However, when the customer subscribes to his or her own Primary Service, or in the event of the death of the listed party, the charges shall be paid only to the date the customer subscribes to his or her own Primary Service or the date Bell Aliant is notified of the death; **C**

d) where a change to the boundaries of an Exchange Area or Local Calling Area affects the customer's service, the customer may terminate the service upon reasonable notice of termination to Bell Aliant and termination becomes effective from the date Bell Aliant is so notified; **C**

e) in the case of a customer's service being taken over without lapse by a new customer at the same location or being superseded by another service of the same customer at the same or different location, termination becomes effective from the date of change and charges due for the balance of the entire minimum contract period shall be paid by the original customer for any of the original service and equipment which is discontinued at the time of the change, subject to the terms of Bell Aliant's General Tariff and, notwithstanding 1.3 (c), the terms of the contract for the service in question; **C**

f) where the circumstances specified in 21.2(a) through (e) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given Bell Aliant advance notice, the termination is effective when the customer pays the termination charge specified in the contract for the service in question or, where such charge is not specified, a termination charge of one-half of the charges remaining for the unexpired portion of the minimum contract period; and **C**

g) in the case of chargeable directory listings, and in the case of directory listings with regard to joint use of service, where the listing has appeared in a directory and the customer's service is terminated or the listed party or joint user moves to another location, and the customer has given Bell Aliant advance notice, the termination is effective on the date of that service termination or move, subject to a minimum charge of one month, and as of such time as no reference of call service is provided from the old to the new number. **C**

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Terms of Service (Continued)

22. Bell Aliant-Initiated Suspension or Termination of Service C

Note: Continues to apply for residential stand-alone primary access service in forborne exchanges, as identified in Item 200.

1. Bell Aliant may suspend a customer's service or terminate a customer's service, whether or not Bell Aliant has previously suspended the service, only where the customer: C
C

a) fails to pay an account of the customer that is past due, provided it exceeds \$50.00 or has been past due for more than two months;

b) fails to provide or maintain a reasonable deposit or alternative, as required in 7.4, when required to do so pursuant to these Terms;

c) fails to comply with the terms of a deferred payment agreement;

d) repeatedly fails to provide Bell Aliant with reasonable entry and access in conformity with 5.1 and 5.2; C

e) uses or permits others to use any of Bell Aliant's services or equipment so as to prevent fair and proportionate use by others, as set out in 8.3; C

f) uses or permits others to use any of Bell Aliant's services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls; C

g) contravenes 8.4 or 8.5; or

h) fails to provide payment when requested by Bell Aliant pursuant to 17.5 or where required pursuant to Bell Aliant's payment terms. C
C

2. Bell Aliant may not suspend or terminate service in the following circumstances: C

a) failure to pay non-tariffed charges;

b) failure to pay charges for a different class of service at different premises or service in the name of another customer, including failure to pay the account of another customer as a guarantor;

c) where the customer is prepared to enter into and honor a reasonable defer payment agreement; or

d) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Bell Aliant does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment. C

3. Prior to suspension or termination, Bell Aliant must provide the customer with reasonable advance notice, stating: C

a) the reason for the proposed suspension or termination and the amount owing (if any);

b) the scheduled suspension or termination date;

c) at a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);

d) the reconnection charge;

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22. Bell Aliant-Initiated Suspension or Termination of Service (Continued) C

e) the telephone number of a Bell Aliant representative with whom any dispute may be discussed; and

f) that disputes unresolved with this representative may be referred to a senior Bell Aliant manager. C

Where repeated efforts to contact the customer have failed, Bell Aliant must deliver such advance notice to the billing address. For the purpose of Item 22.3 of Bell Aliant's terms of service, reasonable notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days. C

4. In addition to the notice required by 22.3, Bell Aliant must, at least twenty-four hours prior to suspension or termination, advise the customer or another responsible person that suspension or termination is imminent, except where: C

a) repeated efforts to so advise have failed;

b) immediate action must be taken to protect Bell Aliant from network harm resulting from customer-provided equipment; or C

c) the suspension or termination occurs by virtue of a failure to provide payment when requested by Bell Aliant pursuant to 17.5. C

5. Except with customer consent or in exceptional circumstances, suspension or termination may occur only on business days between 8:00 a.m. and 4:00 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12:00 noon.

6. Suspension or termination by Bell Aliant shall not affect the customer's obligation to pay any amount owed to Bell Aliant. For suspended services, unless suspension occurs during the minimum contract period, Bell Aliant shall make a daily pro rata allowance based on the monthly charge for the services suspended. C

7. Subsequent to the suspension of the customer's service, Standard Service Charges will apply upon reconnection of such service.

8. Subsequent to removal of Bell Aliant's equipment from the customer's premises due to termination, service will be re-established only upon the basis of a new application, whereupon the Standard Service Charges will apply. C

9. Bell Aliant must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated. C

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22. Bell Aliant-Initiated Suspension or Termination of Service (Continued) **C**

10. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Bell Aliant must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied. **C**