



Tariff Schedule Applicable to
Telecommunications Services Furnished by
Cavalier Telephone Mid-Atlantic
Between Points Within the State of Maryland

Issued: March 7, 2001

Effective: February 14, 2001

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TARIFF FORMAT

1. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
2. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
3. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
4. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through 38 inclusive 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 and are currently in effect as of the date on the bottom of this sheet.

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* - indicates those pages included with this filing

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SECTION 1.0 - GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2. Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is long distance carriers statewide.

SECTION 1.0 - GENERAL, (CONT'D.)

1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Cavalier Telephone Mid-Atlantic
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

SECTION 1.0 - GENERAL, (CONT'D.)

1.3 Definitions, (Cont'd.)

1.3.8 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Cavalier's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Cavalier arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Cavalier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Cavalier network. The Customer shall be responsible for all charges due for such service arrangement.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- .1 The payment of all applicable charges pursuant to this tariff;
- .2 Reimbursing the Company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- .3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the company's facilities and equipment installed on the customer's premises.
- .4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- .5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- .6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

- 2.2.2** With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- .1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - .2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

- .1** The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- .2** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.3 Claims of Misuse of Service

The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.4 Defacement of Premises

The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

- .1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- .2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any limitation of liability imposed by the Company should be upheld in a court of law.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service

2.4.1 Minimum Contract Period:

- .1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- .2 Except as provided in 2.4.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- .3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service

- .1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- .2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:
 - (A) The total costs of installing and removing such facilities; or
 - (B) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- .3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

- 2.5.1** Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2** The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** For a pre-paid local carrier, customers pay in advance the monthly flat rate charge for local service. Customers will be billed prior to the expiration of their current pre-paid service period. If payment is not received by the due date for the next pre-paid service period, service may be disconnected. While it is the Company's intent not to offer the customer usage sensitive services (including Directory Assistance), if the customer does incur usage sensitive charges, the customer will be billed as soon as practical and the customer may be disconnected if payment is not received as provided in Section 2.14.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits

- 2.6.1** The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.
- 2.6.2** In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- .1** Was a customer of a Maryland utility for at least 12 months within the preceding 2 years.
 - .2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland.
 - .3** Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - .4** Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3** The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02 as amended from time to time.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits, (Cont'd.)

- 2.6.4** In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- (A)** Was a customer of a Maryland utility within the preceding 2 years;
 - (B)** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - (C)** Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - (D)** Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5** Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6** Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.6.7** Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Late Payment Charges

- 2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2** Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3** The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4** Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

2.8.3 The Company provides the following toll free number (1-800-569-8280) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- (A) Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- (B) Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (C) Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- (D) Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- (E) Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

2.14.2 Denial of Service Requiring Notice

(A) The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

.1 Non-compliance with Regulations

For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

.2 Failure on Contractual Obligations

For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

.3 Refusal of Access

For failure of the customer to permit the Company to have reasonable access to its equipment.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

2.14.2 Denial of Service Requiring Notice, (continued)

(A) (continued)

.4 Non-payment of Bill

- (a)** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- (b)** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- (c)** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

2.14.2 Denial of Service Requiring Notice, (continued)

(A) (continued)

.4 Non-payment of Bill, (continued)

- (d)** For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- (e)** For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- (f)** For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

2.14.3 Insufficient Reasons for Denial of Service

- (A)** The following may not constitute cause for refusal of service to a present or prospective customer:
- .1 Failure of a prior customer to pay for service at the premises to be serviced;
 - .2 Failure to pay for a different class of service for a different entity;
 - .3 Failure to pay the bill of another customer as guarantor of that bill;
 - .4 Failure to pay directory advertising charges;
 - .5 Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

2.14.3 Insufficient Reasons for Denial of Service, (cont'd.)

(A) The following may not constitute cause for refusal of service to a present or prospective customer: (continued)

.6 Failure to pay an outstanding bill that is over 7 years old, unless the:

- (a)** Customer signed an agreement to pay the outstanding bill before the expiration of this period;
- (b)** Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
- (c)** Outstanding bill is for service obtained by the customer by means of an application made:
 - (i)** In a fictitious name,
 - (ii)** In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii)** In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
 - (iv)** Without disclosure of a material fact or by misrepresentations of a material fact.

(B) This regulation applies to both residential and nonresidential classes of service.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

- (A)** An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- (B)** The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

SECTION 3.0 - DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.3 Message Telephone Service**

Message Telecommunications Service (MTS) is furnished for communication between telephones in different local calling areas within the Commonwealth of Virginia in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this Section are in payment for intrastate calling service furnished between the calling and called telephone, except as otherwise provided in this tariff. MTS includes the following types of calls: direct dialed, collect, 3rd number billed, special toll billing, person to person calling and other station to station calls.

3.4 Operator Assisted Service

Operator Assisted Inter-Exchange Calls are placed within the customer's local service area through an operator.

3.4.1 Regulations

- A) Inter-Exchange message charges for calls placed through an operator will be charged the same as for local calls dialed directly by the customer.
- B) Inter-Exchange message charges may not be billed to Pay Telephone Lines.
- C) Charges for Inter-Exchange messages transferred to message rate or measured rate services will not affect the normal message unit allowance or usage charge allowance applicable to such service.
- D) Operator assistance will not be furnished for calls placed from a customer provided coin telephone and the message charge is to be charged on a sent-paid basis.
- E) Operator assistance charges do not apply for the following calls:
 - 1. Calls to Telephone Company listed Official Public Emergency Agencies
 - 2. Calls to official Telephone Company numbers
 - 3. Calls to Directory Assistance Service
 - 4. Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Telephone Company.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Busy Line Verify and Line Interrupt Service

3.5.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.5.2 Regulations

- A) A charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress.
 - 2. The operator verifies that the line is available for incoming calls.
 - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
 - 4. Different charges for Verify and Interrupt service apply dependent upon the verification or interrupt to a Cavalier or Non-Cavalier end user line.
- B) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 4.0 - RATES AND CHARGES

4.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

4.2 Calculation of Rates

4.2.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Bell Atlantic - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

4.2.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.3 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

SECTION 4.0 - RATES AND CHARGES, (CONT'D.)

4.4 Time Periods (Local Time)

- Weekday: 8:00 a.m. to but not including 5:00 p.m. – Monday through Friday
- Evening 5:00 p.m. to but not including 11:00 p.m. – Monday through Friday
- Night 11:00 p.m. to but not including 8:00 a.m. – Monday through Friday, all day Saturday, and Sunday, and all holidays. Holidays include Christmas, New Years Day, Thanksgiving,

All business customers will be charged based upon an initial 30 second charge and 18 second rounding.

(T)
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4.5 Dial-Around Compensation Surcharge for Payphones:

4.5.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

4.5.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.5.3 The Dial Around Compensation Surcharge rate is \$0.25 per call.

4.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

SECTION 5.0 - ADDITIONAL SERVICES

5.1 Inter-Exchange Services

A.	Business Plan		
		<u>Rate/Minute</u>	
	Month-to-Month	\$0.10	
	12 Months	\$0.08	
	36 Months	\$0.07	
B.	Residential Plan		
		<u>Monthly Recurring</u>	<u>Rate/Minute</u>
	Plan 1	\$5.00	\$0.07
	Plan 2	\$0.00	\$0.09

5.2 Operator Services

Calling Card	\$0.60	
Collect, Bill to 3 rd	\$1.55	
Person to Person	\$1.50	
Busy Line Verification-Cavalier Customer	\$0.75	
Busy Line Interrupt-Cavalier Customer		\$1.55
Busy Line Verification-Non-Cavalier Customer*	\$3.25	
Busy Line Interrupt-Non-Cavalier Customer*	\$6.00	

*For BLI/V calls directed to non-company end users

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