

## **Rules and Policies Governing Provision Of Telephone Service To Residential Customers in The State of New York**

### **Complaint-handling procedures**

Customer complaints about bills for telephone service or related matters shall first be made to IDT. IDT will accept and process all complaints. IDT will promptly investigate any complaint in a fair manner and report the results to you. If the report of the investigation is made orally, IDT shall provide you, upon request, the report in writing. If you request the report in writing, IDT shall send such report in writing within five business days after your request. In the event IDT is unable to give an oral report due to your unavailability, either a letter requesting you to call IDT or a written copy of the report shall be sent to you no later than two business days after the results of the investigation are determined. If a letter requesting that you call us is not responded to by you in five business days, a written copy of the report shall be sent to you no later than the seventh business day after such letter was sent to you. IDT, in resolving a complaint in whole or in part in its favor shall inform you of the availability of the NY Public Service Commission's ("NYPSC") complaint-handling procedures, including the NYPSC's address and telephone number. IDT shall refrain from suspending or terminating service for nonpayment during the pendency of a complaint before IDT or the NYPSC and for 15 days after resolution by IDT, or by the NYPSC or its authorized designee, unless otherwise provided by the NYPSC or its authorized designee; provided, however, that as a condition of continued service during the pendency of such dispute, you shall pay the undisputed portions of any bill for service.

If you have a complaint regarding your IDT service, you may register your complaint with IDT at:

IDT  
550 Broad Street (4<sup>th</sup> Floor)  
Newark, NJ 07102  
Attention: Customer Relations  
(800) 889-9126

If after IDT has resolved your complaint, you remain dissatisfied, you may contact the NYPSC at:

NYS Department of Public Service  
Office of Consumer Services  
3 Empire State Plaza  
Albany, NY 12223  
(800) 342-3377 (Phone)  
<http://www.dps.state.ny.us/complaints.html> (Online Complaint Form)

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Customers in The State of New York**

**The rights and obligations of residential customers relating to payment of bills,  
termination of service and reconnection of service**

**Suspension or termination of basic local exchange service**

**Conditions for suspension or termination.** IDT may suspend or terminate basic local exchange service if you:

(1) fail to pay IDT charges due at any time during the preceding six months; provided, however, that suspension or termination of service for bills due for service rendered during periods prior to the six-month period is permitted in cases involving billing disputes during the six-month period or your culpable conduct; and provided further, that IDT shall commence any such billing not more than two months after the resolution of the billing dispute, the cessation of the event which caused IDT to delay or delays caused by your culpable conduct;

(2) fail to pay amounts due under a deferred payment agreement;

(3) fail to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or

(4) fail to pay a lawfully required deposit.

**Notice of suspension or termination-contents.** A notice of suspension or termination shall clearly state or include:

(1) the earliest date on which suspension or termination may occur;

(2) the reasons for suspension or termination and the manner in which suspension or termination may be avoided, including the total amount required to be paid to avoid suspension or termination;

(3) the address and telephone number of IDT that you may contact in reference to your account;

(4) the availability of procedures for handling complaints;

(5) the availability and a general description of a deferred payment agreement, which shall be highlighted;

(6) a summary of the protections available under NY regulations, together with a notice that any customer eligible for such protections should contact IDT; and

(7) the notice may include any additional information not inconsistent with

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the above information. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:

"THIS IS A FINAL DISCONNECTION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF IDT WHEN PAYING THIS BILL."

### **Notice of suspension or termination-time**

(1) IDT shall not suspend service until at least eight days nor terminate service until at least 20 days after a notice:

(i) has been served upon you; or

(ii) has been mailed to you at the premises where service is rendered; provided, however, if you have specified to IDT in writing an alternative address for billing purposes, the notice under this paragraph shall be sent to such alternative address rather than to the premises where service is rendered.

(2) IDT may not issue or send a notice of suspension or termination unless at least 25 days have elapsed from the date of the bill, except when exceptional circumstances exist, a notice may be issued in less than 25 days, but only in accordance with procedures approved by the NYPSC. IDT shall mail the bill within six business days of the date of the bill. IDT shall extend the 25-day period one day for each day beyond the sixth business day when bills are mailed late. Individual customers also shall be given the same extension when documentation, such as the postmarked date, exists.

(3) After issuing the notice, IDT shall attempt to notify you by telephone of the intended suspension or termination and how such suspension or termination may be avoided. The attempt to notify you by telephone shall include at least one telephone call during nonworking hours before the scheduled date for suspension or termination.

**Suspension or termination of service--time** IDT may suspend or terminate service to you for nonpayment of bills only between the hours of 8 a.m. and 7:30 p.m., Monday through Thursday, and between 8:00 a.m. and 3:00 p.m. on Friday, provided such day or the following day is not:

(1) a public holiday, as defined in the NY General Construction Law;

(2) a day on which the main business office of IDT is closed for business;  
or

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(3) during the periods of December 23<sup>rd</sup> through December 26<sup>th</sup> and December 30<sup>th</sup> through January 2<sup>nd</sup>

**Suspension or termination for abandonment of facilities**

(1) IDT will not suspend or terminate service on the grounds that your facilities have been abandoned or are being used by unauthorized persons unless IDT shall first determine, by such means as are reasonably calculated to determine occupancy, that such facilities have in fact been abandoned or are being used without your authority. IDT shall send a notice to you stating the reasons for the suspension or termination no later than five days prior to the date of any such suspension or termination, except that the five-day notification period shall be waived when mailings are returned by the post office or a new customer advises that he or she has moved into the location.

**No suspension or termination without verification of delinquent account. IDT shall not suspend or terminate service for nonpayment of bills rendered unless:**

- (1) it shall have verified that payment has not been received; and
- 2) it shall have verified on the day suspension or termination occurs that payment has not been posted to your account as of the opening of business on that day.

**Rapid posting of payments in response to notices of suspension or termination** IDT shall ensure that any payments made in response to a notice, when you bring the fact that such a notice has been issued to IDT's attention:

- (1) are posted to your account on the day payment is received; or
- (2) are processed in some manner so that suspension or termination will not occur.

**Additional notice required when payment by check is subsequently dishonored** IDT shall be required to make at least two attempts, one outside of normal business hours, to contact you within 24 hours when IDT is in receipt of a subsequently dishonored negotiable instrument due to lack of funds, provided that you previously has not submitted a dishonored check within the past 12 months. Upon reaching you, IDT shall give you an additional 24 hours to pay the bill before suspension or termination of service.

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### **Service disconnections**

(a) Where IDT disconnects services for nonpayment of charges, basic local telephone service may be disconnected only for nonpayment of basic local telephone service charges. Nonpayment of charges for other services (including long distance services provided by local exchange telephone corporations, interexchange telephone corporations, and resellers, and nonregulated services offered by information providers) will not be cause for disconnection of local exchange service if charges for local exchange services have been paid but may result in denial or blocking of the service from the individual provider for which payment has not been received where such blocking is technically feasible, or denial or blocking of the class of services from all providers where the selective blocking is not technically feasible. The technical capability to block service from an individual provider shall be attained as soon as practicable.

(b) When nonpayment of charges for basic local telephone service would result in the disconnection of the service, IDT shall adhere to the procedures specified in this document.

(c) When nonpayment of charges for regulated nonbasic or optional features or long distance calls warrants the denial or blocking of such services, IDT may implement such denial or blocking of the services and shall adhere to the procedures specified in this document.

(d) The denial or blocking of regulated nonbasic or optional long distance and information features and services may not have the effect of restricting your ability to access emergency services by dialing 911 or operator.

(e) IDT shall develop a plan detailing how your undesignated partial payments will be assigned among the services billed and how nonpayment of other charges on bills will affect your services. A customer's monthly statement will list, separately, the charges for each service and show any balance due for the service.

### **Partial Payment**

Upon receipt of a partial payment from a telephone service customer, IDT shall apply the payment as directed by you. If you do not include directions on how to apply the partial payment to the bill, and there is no billing dispute pending on the account, telephone corporations will apply such a payment in the following order:

(a) The full amount of the partial payment will be applied to basic local exchange services which, for the purpose of these rules, include tone signaling and non-published listings, and exclude charges for other features and long distance calls.

(b) Upon satisfaction of the charges identified in subdivision (a) of this section,

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any residual or subsequent payment received during the same billing period will be applied to the charges for interLATA long distance services billed by IDT.

(c) Upon satisfaction of the charges in subdivision (b) of this section, the residual or any subsequent payments received during the same billing period will be applied to the charges for other regulated services provided by IDT.

(d) In the event you have a billing dispute pending regarding any of the foregoing charges, the amount in dispute will be deducted from the amount owing prior to the application of any payment.

### **Reconnection of service**

(a) IDT will reconnect suspended or terminated basic local exchange service within 24 hours, unless prevented by circumstances beyond its control or unless you requests otherwise, in the following situations:

(1) receipt by IDT of the full amount of arrears for which service was suspended or terminated or upon the elimination of conditions that warranted suspension or termination of service;

(2) agreement by IDT and you on a deferred payment plan and the payment of a down payment, if required, under the plan;

(3) where IDT has notice that a serious impairment to health or safety exists and telephone service is necessary to insure accessibility of emergency medical assistance, assistance relating to medical care or professional advice. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection; or

(4) upon the direction of the NYPSC.

IDT may not insist upon payment of lawful charges that did not provide the basis for suspension or termination before restoring service under this subdivision. In these circumstances, payment of other lawful charges that did not form the basis for the suspension or termination should be part of the deferred payment plan in accordance with this document, unless you elect to pay such charge immediately.

(b) Whenever circumstances beyond IDT's control prevent reconnection of service within 24 hours of any of the events specified in subdivision (a) of this section, service shall be reconnected within 12 hours after those circumstances cease to exist.

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### **Special protections afforded the elderly, blind, and disabled, and persons with medical emergencies**

This section provides special protections for residential customers regarding the suspension or termination and restoration of basic local exchange service in cases involving medical emergencies, the elderly, blind or disabled.

#### **(a) Medical emergencies**

(1) IDT shall not suspend, terminate or refuse to restore basic local exchange service and any access determined by your doctor to be necessary to reach your doctor when a medical emergency exists, for which certification by a medical doctor or local board of health may be required, for nonpayment of monthly charges in an amount set by the NYPSC; provided, however, that a demonstration of your inability to pay charges for service may be required before a certificate of medical emergency can be renewed pursuant to paragraphs (3) and (4) of this subdivision, unless the NYPSC or its designee directs otherwise.

(2) A medical emergency exists when a resident of your residence suffers from a serious illness or medical condition which severely affects the resident's well-being and the absence of such telephone service would create a serious risk of inaccessibility of emergency medical assistance, assistance relating to medical care or professional advice. An inability to pay charges for service is demonstrated when you are unable to pay past due and current telephone bills because of insufficient liquid assets and current income, considering other necessary and reasonable expenses of you such as food, shelter and medical expenses.

(3) Certification. An initial certification of a medical emergency by a medical doctor or local board of health may be made by telephone and shall remain effective if written certification is provided thereafter to IDT within five business days. IDT may require that any certification of a medical emergency shall be submitted on stationery of the medical doctor or local board of health, shall be signed by the medical doctor or an official of the local board of health qualified to make a medical judgment and shall state the name and address of the certifying medical doctor or local board of health, the doctor's State registration number, the name and address of the seriously ill person, the nature of the serious illness or medical condition, any service beyond basic local exchange services which may be necessary to reach your doctor because of the medical condition and an affirmation that you suffers from a serious illness or a medical condition that severely affects the resident's well-being and that the absence of such telephone service would create a serious risk of inaccessibility of emergency medical assistance, assistance relating to medical care or professional advice. The certificate shall be effective for

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30 days from the time IDT receives an oral or written certification, whichever occurs earlier. In deciding whether the conditions for a medical emergency are met, the medical doctor or qualified official of the local board of health should use his/her best judgment. IDT receiving an initial certificate shall promptly so notify you in writing and shall provide information on renewal of certificates if IDT intends to make a determination concerning your ability to pay charges for service. IDT also shall issue a reminder notice on renewal of certificates seven days prior to the expiration of the certificate.

(4) Certificate renewal. If the medical condition is likely to continue beyond the expiration of an initial certification, a certificate may be renewed, provided:

(i) a medical doctor or qualified official of the board of health states in writing to IDT the expected duration of the medical emergency, and explains either the nature of the medical emergency or the reason why the absence of such telephone service would create a serious risk of inaccessibility of emergency medical assistance or assistance relating to medical care or professional advice; and

(ii) you demonstrate an inability to pay charges for service. A customer may be required, before the expiration of the initial certification, to submit to IDT the information required in a form approved by the NYPSC for the purpose of demonstrating an inability to pay charges for service. IDT shall, within five days of submission of such information, determine whether your liquid assets and current income are insufficient to pay such telephone bills, considering other necessary and reasonable expenses of you such as food, shelter, medical and other necessary expenses. Whenever IDT determines that you have not demonstrated a financial hardship, it shall provide you with written notice of determination and your right to review of the determination by the NYPSC or its authorized designee. IDT shall stay any suspension or termination activity pending its determination on your ability to pay and any review of such determination by the NYPSC or its authorized designee. A renewed certificate shall remain in effect for 30 days, provided that in cases certified as chronic by a medical doctor or qualified official of the local board of health, the renewed certificate shall remain in effect for 60 days or such longer period as may be approved by the NYPSC or its designee. IDT may require that the statement of financial hardship shall be completed and submitted to IDT whenever a certificate is renewed.

(5) IDT shall not suspend or terminate such service to a residential



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customer after the expiration of a certification of medical emergency or after IDT determines and the NYPSC concurs that you have an ability to pay charges for service without first sending you a final notice of suspension or termination at least eight days prior to suspension of outgoing service and 20 days prior to the date of termination.

(6) While certification of medical emergencies remains in effect, customers shall remain liable for payment of telephone service and shall make reasonable efforts to pay charges for such service. The authorized designees of the NYPSC shall be available to offer assistance to customers for working out equitable payment arrangements in order to avoid substantial arrearages at the end of a medical emergency.

### **(b) Customers who are elderly, blind or disabled.**

(1) IDT shall not suspend or terminate or refuse to restore service where you are known to or identified to IDT to be blind, disabled, or 62 years of age or older, and all the remaining residents of the household are 62 years of age or older, 18 years of age or under, blind or disabled, without complying with the procedures specified in this subdivision. A person shall be considered "disabled" if the person has a disability as that term is defined in the Human Rights Law (Executive Law, section 292(21)). A person shall be considered blind if the person has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered as having a central visual acuity of 20/200 or less.

(2) In such cases, IDT shall not suspend or terminate service for an additional 20 days after the date of suspension or termination as stated on the notice and shall make a diligent effort to contact by telephone or in person if telephone contact is unsuccessful, an adult resident at your premises at least eight days prior to the date on which suspension or termination of service may occur for the purpose of devising a payment plan.

(3) In cases where service has been suspended or terminated and IDT subsequently learns that you is entitled to the protections established under this subdivision, IDT shall, within 24 hours of such notification, restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at your premises for the purpose of devising a payment plan. IDT unable to contact such person within 24 hours shall make reasonable efforts to achieve contact as soon as practicable.

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### **Residential customers who qualify for the protections referred to above should voluntarily so inform IDT in advance**

If you believe that you qualify for the protections referred to above, please do not wait until there is a problem with your service. Contact IDT in advance so that we may assist you.

### **Your right to designate a third party to receive copies of all notices relating to suspension and/or termination of service or other credit notices**

IDT shall permit a residential customer to designate a third party to receive all notifications relating to suspension and/or termination of service or other credit notices sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. IDT shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. IDT shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

### **Forms that customers claiming the protections afforded to the elderly, blind, and disabled, and persons with medical emergencies**

Please provide IDT with a doctor's note or other material identifying your particular need and/or special situation.

### **Deferred payment plans and the holding and demanding of security deposits by IDT**

(a) IDT shall not suspend, terminate or refuse to restore or provide basic local exchange service to a residential customer, who has been an existing residential customer for three months and for whom basic local exchange service has not been terminated for nonpayment during that period because of arrears owed on such person's account, unless it offers you a deferred payment agreement pursuant to this section. Customers with medical emergencies and customers who are elderly, blind or disabled shall be exempt from such eligibility criteria. However, any such agreement shall not be available to any customer who the NYPSC determines has the resources available to pay your bill. The offer of a deferred payment agreement shall specify the total amount of arrears, the down payment, the installment payments and the time for making such payments. IDT shall mail to you not less than six days prior to termination of service, a notice describing to you a deferred payment plan which shall contain a conspicuous, bold-type notice that you may obtain the assistance of the NYPSC in reaching an agreement. Where service is already terminated pursuant to the policies set forth above, such notice shall be given at the time you requests reconnection. A new deferred payment agreement need not be offered to you who is in default on an existing deferred payment agreement; provided, however, that such you may have your existing payment agreement renegotiated once within a 24-month period if he or

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she demonstrates that your financial circumstances have changed significantly because of conditions beyond your control.

(b) A deferred payment agreement:

(1) shall obligate you to make timely payments of current charges for basic local exchange service together with payment of the amount deferred during the pendency of the agreement;

(2) shall be for total amounts up to \$150 but may be greater amounts if agreed to by IDT or directed by the NYPSC;

(3) shall be for a time period of no less than 5 months unless otherwise agreed to by you; and

(4) may require you to make a down payment which shall not exceed the lesser of one fifth of the amount deferred or three months of your average billing for basic local exchange service plus the difference, if any, between the total amount of arrears and the amount being deferred.

(c) IDT and you should observe the following practices in developing the terms of deferred payment agreements: payment of amounts deferred may be made on a weekly, monthly or longer basis, at the convenience of the parties to the agreement. IDT must voluntarily offer plans with down payments of lesser amounts than allowed by subdivision (b) of this section when you cannot reasonably make a down payment equal to the amount allowed by subdivision (b). Eligible customers may voluntarily waive their right to make a down payment of not more than the amount allowed by subdivision (b) of this section, but telephone corporations cannot require or otherwise solicit customers to make such waiver. Amendments of payment agreements should, to the extent reasonable and practical, reflect the changed circumstances of you.

(d) If IDT believes that a deferred payment agreement should not be offered because you have the resources to pay your bill, it shall notify you and the NYPSC or its designee in writing of the reasons for its belief. The NYPSC shall, in accordance with the complaint procedures set forth above, make a determination whether you have the resources to pay your bill. IDT shall stay any suspension or termination activity, and restore or provide service pending the decision on IDT's complaint by the NYPSC or its authorized designee.