180 S. Clinton Ave., Rochester, NY 14646

9th RevisedSheet No.Supersedes8th RevisedSheet No.

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# SCHEDULE NO. AC

### RULES

## LIST OF EFFECTIVE SHEETS

Sheets 1 through 53 of this schedule are effective as of the date shown on each sheet.

<u>Sheet</u>	Number of <u>Revision</u>	<u>Sheet</u>	Number of <u>Revision</u>
1	9 <sup>th</sup> Revised	29	Original
2	Original	30	2 <sup>nd</sup> Revised
3	Original	31	1 <sup>st</sup> Revised
4	1 <sup>st</sup> Revised	32	Original
5	Original	33	Original
6	Original	34	Original
7	1 <sup>st</sup> Revised	35	Original
8	Original	36	Original
9	Original	37	Original
10	1 <sup>st</sup> Revised	38	1 <sup>st</sup> Revised
11	Original	39	1 <sup>st</sup> Revised
12	Original	40	1 <sup>st</sup> Revised
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	2nd Revised	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	2 <sup>nd</sup> Revised	53	Original
26	Original		
27	Original		
28	Original		

### SCHEDULE NO. AC

#### RULE NO. 6

#### LIMITATION OF LIABILITY

#### A1 Limitation of liability

- B1 Liability of the utility for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services of facilities furnished.
  - C1 Except in case of actionable negligence, the liability of the utility for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the utility (including exchange, toll, private line, supplemental equipment, directory and all other service) shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect provided; however, that where any mistake, omission, interruption, delay, error, or defect provided; no event shall the liability shall include such diminution, but in no event shall the liability exceed the total amount of charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect provided; however, that where any mistake, omission, interruption, but in no event shall the liability exceed the total amount of charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
  - C2 Interruptions of service
    - D1 Credit allowance
      - E1 This credit will be applicable to all services not referenced under D2 of this rule, Service Guarantee Credit. The utility will allow customers credit (upon customers request) in all cases where the utility's facilities are "out of service", except when the "out of service" is due to the fault of the customer or to a temporary discontinuance for nonpayment of a bill, for periods of one day or more from the time the fact was reported by the customer or detected by the utility, of an amount equal to the total fixed monthly charge for exchange service multiplied by the ratio of the number of days "out of service" to the number of calendar days in the billing period within which the "out of service" occurs.

# SCHEDULE NO. AC

## RULE NO. 6

#### LIMITATION OF LIABILITY (continued)

- A1 Limitation of liability (continued)
  - B1 Liability of the utility for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished. (continued)
    - C2 Interruptions of service (continued)
      - D1 Credit allowance (continued)
        - E2 A day "out of service" will be considered to exist when outgoing service is not available for a period of twenty-four consecutive hours. When any "out of service" period continues for a period in excess of an even multiple of twenty-four consecutive hours, the total period upon which to determine the credit allowance will be taken to the next higher even twenty-four multiple. In no case will the credit allowance for any period exceed the total fixed charges for exchange service for that period.
        - E3 Other than as expressly provided under Condition A1 B1 C2 D2 of this rule, Service Guarantee Credit, in no case will a credit allowance for any period exceed the total fixed charges for the exchange service for that period.
      - D2 Service Guarantee Credit
        - E1 The utility will provide credit for one month of local exchange service should the customer experience an "out of service" condition on the local access line over 24 hours from the time the "out of service" condition is reported or discovered by the utility. The credit will be applicable to all single-line, business and residence service upon customer's request.
        - E2 The credit will be applicable to one month's billing for all local exchange service charges.
        - E3 For each repeat occurrence of a local access line "out of service" condition lasting over 24 hours from the time the outage is reported or discovered by the utility, the customer will receive an additional one month's credit.

(C)

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