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MILLER
ISAR INC.

REGULATORY CONSULTANTS

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2001 APR 30 A 11: 35

ANDREW O. ISAR

AZ CORP COMMISSION
DOCUMENT CONTROL

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Arizona Corporation Commission

DOCKETED

Via Overnight Delivery

April 27, 2001

APR 30 2001

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007-2996

DOCKETED BY	
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RE: Transcommunications, Inc., Docket No. T-03232A-96-0428

To Whom it May Concern:

Pursuant to the Arizona Corporation Commission's (Commission) Finding of Fact 10(a), and ordering paragraph 3 of the Commission's March 30, 2001 *Order* granting Certificate of Convenience and Necessity to provide competitive telecommunications services (except local exchange services) in the above-referenced matter (Order), Transcommunications, Inc. hereby submits its conforming tariff. Transcommunications, Inc.'s tariff remains unchanged from the proposed tariff filed with the Commission on December 19, 2000. Transcommunications, Inc. requests that its tariff be allowed to become effective on May 31, 2001.

Pursuant to ordering paragraph 4 of the Commission's Order, by copy of this letter, Transcommunications, Inc. hereby further provides notice to the Commission Compliance Section that it has been provisionally offering competitive telecommunications services, pending Commission approval of its August 6, 1996 application for Certificate of Convenience and Necessity, since mid August 1996, as authorized by the Commission.¹

Pursuant to Finding of Fact 9(i) and ordering paragraph 1 of the Commission's Order, and subsequent discussion with staff, Transcommunications, Inc. requests permanent authority to provide prepaid competitive interexchange telecommunications services in

¹ Transcommunications, Inc. notes a typographical error appearing in Finding of Fact 1 of the Commission's Order which indicates that the Company's application for Certificate of Convenience and Necessity was filed on August 6, 1999. The Company's application for Certificate of Convenience and Necessity was filed on August 6, 1996, as reflected on page 1 of the January 8, 2001 Utilities Division Staff Report in the instant proceeding.

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April 27, 2001
Page 2

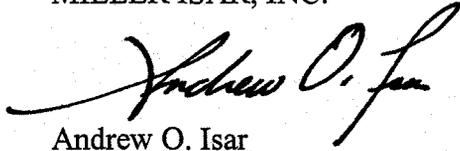
Arizona. Transcommunications, Inc. submits the attached *Bond for Utility Users* for an amount of \$10,000.00 and naming the Commission as Trustee, as evidence of compliance with Commission requirements for the provision of prepaid interexchange telecommunications services, accordingly. Transcommunications, Inc. understands that the bonding requirement may be waived by the Commission within one year of the Commission's Order, upon successful demonstration of Transcommunications, Inc.'s financial viability.

Transcommunications, Inc. acknowledges its obligation to provide fair value rate base information to the Commission within 18 months of the date that it first provides service, pursuant to ordering paragraph 3 of the Commission's Order. In light of the fact that the Company has been providing service in Arizona since late 1996, the Company will comply with this obligation as soon as possible and will submit the requested information under separate cover.

Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

A handwritten signature in black ink, appearing to read "Andrew O. Isar", written in a cursive style.

Andrew O. Isar

Regulatory Consultants to
Transcommunications, Inc.

Enclosures

cc: Compliance Section, Arizona Corporation Commission
Mr. Jed Holstine

COVER SHEET

ARIZONA CORPORATION COMMISSION DOCKET CONTROL CENTER

CASE/COMPANY NAME:	DOCKET NO. T-03232A-96-0428
Transcommunications, Inc.	
D/B/A or RESPONDENT: n/a	

NATURE OF ACTION OR DESCRIPTION OF DOCUMENT

Please mark the item that describes the nature of the case/filing:

<u> </u>	01	<u>UTILITIES – NEW APPLICATIONS</u>	
<u> </u>		NEW CC&N	<u> </u> MAIN EXTENSION
<u> </u>		RATES	<u> </u> CONTRACT/AGREEMENTS
<u> </u>		INTERIM RATES	<u> </u> COMPLAINT (Formal)
<u> </u>		CANCELLATION OF CC&N	<u> </u> RULE VARIANCE/WAIVER REQUEST
<u> </u>		DELETION OF CC&N (TERRITORY)	<u> </u> SITING COMMITTEE CASE
<u> </u>		EXTENSION OF CC&N (TERRITORY)	<u> </u> SMALL WATER COMPANY –SURCHARGE (Senate Bill 1252)
<u> </u>		TARIFF – NEW (NEXT OPEN MEETING)	<u> </u> SALE OF ASSETS AND TRANSFER OF OWNERSHIP
<u> </u>		REQUEST FOR ARBITRATION	<u> </u> SALE OF ASSETS AND CANCELLATION OF OWNERSHIP
<u> </u>		(Telecommunication Act)	<u> </u> FUEL ADJUSTER/PGA
<u> </u>		FULLY OR PARTIALLY ARBITRATED	<u> </u> MERGER
<u> </u>		INTERCONNECTION AGREEMENT	<u> </u> FINANCING
<u> </u>		(Telecom. Act)	<u> </u> MISCELLANEOUS
<u> </u>		VOLUNTARY INTERCONNECTION	Specify
<u> </u>		AGREEMENT (Telecom. Act)	<u> </u> Responses to Staff Data Inquiries
<u> </u>	02	<u>UTILITIES – REVISIONS/AMENDMENTS TO PENDING OR APPROVED MATTERS</u>	
<u> </u>		APPLICATION	<u> X </u> TARIFF
<u> </u>		COMPANY	<u> </u> PROMOTIONAL
<u> </u>		DOCKET NO. _____	<u> </u> DECISIONS NO. _____
			<u> </u> DOCKET NO. _____
			<u> </u> COMPLIANCE
			<u> </u> DECISION NO. _____
			<u> </u> DOCKET NO. _____
<u> </u>		<u>SECURITIES or MISCELLANEOUS FILINGS</u>	
<u> </u>	04	AFFIDAVIT	<u> </u> 29 S--TIPULATION
<u> </u>	12	EXCEPTIONS	<u> </u> 38 NOTICE OF INTENT
<u> </u>	18	REQUEST FOR INTERVENTION	(Only notification of future action/no action necessary)
<u> </u>	48	REQUEST FOR HEARING	<u> </u> 43 PETITION
<u> </u>	24	OPPOSITION	<u> </u> 46 NOTICE OF OTHER LIMITED APPEARANCE
<u> </u>	50	COMPLIANCE ITEM FOR APPROVAL	<u> </u> 39 OTHER
<u> </u>	32	TESTIMONY	specify _____
<u> </u>	30	COMMENTS	

April 27, 2001
Date

Transcommunications, Inc.
Andrew O. Isar, Senior Regulatory Consultant
Miller Isar, Inc., (253) 851-6700
Print Name of Applicant/Company/Contact person/Respondent/Atty.

PLEASE SEE NOTICE ON REVERSE SIDE

ARIZONA TELECOMMUNICATIONS TARIFF

OF

TRANSCOMMUNICATIONS INCORPORATED

5751 Uptain Road, Suite 200, Chattanooga, TN 37411

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Transcommunications Incorporated within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business; 5751 Uptain Road, Suite 200, Chattanooga, TN 37411.

Transcommunications Incorporated is a provider of specialized, discretionary interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Arizona.

Issued: April 30, 2001
Issued By:

Effective Date: May 31, 2001

Jed Holstein
Transcommunications Incorporated
5751 Uptain Road, Suite 200
Chattanooga, TN 37411
(423) 954-9961

CHECK SHEET

The Title Sheet and Sheets 1 through 21 inclusive of this tariff are effective as of the date shown at the bottom of the respective Sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

* Indicates tariff sheets submitted with this filing.

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TABLE OF CONTENTS

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or Sheet.
- (R) To signify a change resulting in a **reduction** to a customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff with a cross reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized, discretionary intrastate resale common carrier telecommunications services by Transcommunications Incorporated between various locations within the State of Arizona. All services are interstate offerings. Intrastate service is an add on service available only if the customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Company:

Transcommunications Incorporated ("Transcommunications")

Commission:

The Arizona Corporation Commission

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

Postpaid Service:

Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Prepaid Service:

A discretionary prepaid calling card service for which subscribers pay prior to accessing the service.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

Voice Recognition Unit:

A computerized device which recognizes specific voice commands.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF TRANSCOMMUNICATIONS INCORPORATED

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2. Company is a non-facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in sixty (60) second increments unless otherwise specified.
- 2.1.5. Subject to availability, the customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the company's control or when the customer is using the service in violation of either the provisions of this tariff or the Commission rules.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

2.2.3. Title to all facilities provided by Company under these regulations remains in Company's name.

2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the customer.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PREPAID SUBSCRIBER RESPONSIBILITIES

- 2.5.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making, after notification that the initial amount of calling has been depleted. Charges are based on actual usage.
- 2.5.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.5.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.6. INTERRUPTION OF SERVICE

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTION OF SERVICE, Continued

- 2.6.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.8. PAYMENTS AND BILLING FOR POSTPAID SERVICES

- 2.8.1. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800) 831-2273.
- 2.8.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- 2.8.2.1. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).
- 2.8.2.2. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Arizona Corporation Commission for its investigation and decision.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING FOR POSTPAID SERVICES, Continued

2.8.2.2., Continued

The address of the Commission is:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

2.9. CANCELLATION BY COMPANY

2.9.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY COMPANY, Continued

2.9.2. Company may discontinue service according to the following conditions upon five (5) days written notice:

- A. For violation of Company's filed tariffs.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.10. INTERCONNECTION

2.10.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.10.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. DEPOSITS

The Company does not require a deposit from the Customer.

2.12. TAXES

Taxes are not included in the tariffed rates.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the Company's voice recognition unit is answered. The timing of the call occurs when the voice recognition unit answers and terminated when either party hangs up.
- 3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.2. TRANSCOMMUNICATIONS TELECOMMUNICATIONS SERVICES

Company is a resale interexchange telecommunications provider of interexchange telecommunications services.

Transcommunications TransCARD™ Service is a discretionary switched access service available to subscribers via a toll free number from any dual tone multifrequency telephone in the United States. Transcommunications subscribers purchase the Company's TransCARD™ which immediately enables the user to place calls from any dual tone, multifrequency phone, at the Company's tariffed rates. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls pursuant to the Company's tariffed rates, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's Customer Service Department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

Tech Support Card Service is offered to subscribers who provide technical support lines to their own clients. The service is meant specifically to contact the subscriber's tech support line and offered primarily to subscribers in the software development industry.

Postpaid Calling Card Service enables subscribers to place calls from locations other than their presubscribed call locations. Subscribers are billed on a monthly basis at the Company's tariffed rates.

The calling card service is designed for subscribers who frequently travel or must call from locations other than their presubscribed call locations. Cards sold through transportation fleets or educational institutions qualify for special volume discounts.

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Issued By:

Effective Date: May 31, 2001

Jed Holstein
Transcommunications Incorporated
5751 Uptain Road, Suite 200
Chattanooga, TN 37411
(423) 954-9961

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. TRANSCOMMUNICATIONS TELECOMMUNICATIONS SERVICES, Continued

Private Label Card Service enables a retailer to select a specified pricing plan in accordance with the retailer's desired commission structure. Private Label Cards carry the retailer's logo/identity and advertising as well as the Company's identity. The Company is clearly identified as the service provider. Every customer of the retailer will be charged in accordance with the retailer's selected pricing plan.

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SECTION 4 - RATES**4.1. RATES PER MINUTE**

The following rates reflect maximum rates. See attached Price List for current rate offerings.

4.1.1. General Retail Usage

Initial and additional minute	\$0.52
Renewal per minute	\$0.52

4.1.2. Transportation Company Fleet and Institutional Usage

For sales directly to transportation fleets and institutions

Initial and additional minute	\$0.38
Renewal per minute	\$0.38

4.1.3. Retail - Transportation Company Fleet and Institutional Usage

For cards sold at retail through fleet and institutional subscribers

Initial and additional minute	\$0.52
Renewal per minute (credit card)	\$0.42
Renewal per minute (cash only)	\$0.47

4.1.4. Tech Support

Initial and additional minute	\$0.58
Renewal per minute	\$0.58

4.1.5. Postpaid Calling Card

Initial and additional minute	\$0.38
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Specific call charges are available from Company's Customer Service Department at no charge.

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SECTION 4 - RATES, Continued**4.1. RATES PER MINUTE, Continued****4.1.6. Private Label Card Service**

Plan	I	II	III	IV	V
A	\$0.240	\$0.240	\$0.240	\$0.240	\$0.240
B	\$0.220	\$0.220	\$0.220	\$0.220	\$0.220
C	\$0.190	\$0.190	\$0.190	\$0.190	\$0.190
D	\$0.160	\$0.160	\$0.160	\$0.160	\$0.160
E	\$0.130	\$0.130	\$0.130	\$0.130	\$0.130
F	\$0.110	\$0.110	\$0.110	\$0.110	\$0.110
G	\$0.080	\$0.080	\$0.080	\$0.080	\$0.080
Per Call Network Access Charge	\$0.25	\$0.37	\$1.20	\$1.35	\$1.50
Monthly Service Fee	-	-	-	-	\$1.50

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PRICE LIST**1.1. RATES PER MINUTE****1.1.1. General Retail Usage**

Initial and additional minute	\$0.35
Renewal per minute	\$0.35

1.1.2. Transportation Company Fleet and Institutional Usage

For sales directly to transportation fleets and institutions

Initial and additional minute	\$0.25
Renewal per minute	\$0.25

1.1.3. Retail - Transportation Company Fleet and Institutional Usage

For cards sold at retail through fleet and institutional subscribers

Initial and additional minute	\$0.35
Renewal per minute (credit card)	\$0.28
Renewal per minute (cash only)	\$0.31

1.1.4. Tech Support

Initial and additional minute	\$0.39
Renewal per minute	\$0.39

1.1.5. Postpaid Calling Card

Initial and additional minute	\$0.25
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Specific call charges are available from Company's Customer Service Department at no charge.

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PRICE LIST, Continued**1.1. RATES PER MINUTE, Continued****1.1.6. Private Label Card Service**

Plan	I	II	III	IV	V
A	\$0.129	-	-	-	-
B	\$0.099	\$0.089	\$0.089	\$0.089	-
C	-	\$0.079	\$0.079	\$0.079	-
D	-	\$0.069	\$0.069	\$0.069	-
E	-	\$0.040	\$0.040	\$0.040	\$0.040
F	-	\$0.039	\$0.039	\$0.039	\$0.039
G	-	\$0.029	\$0.029	\$0.029	\$0.029
Per Call Domestic Access Charge	\$0.00	\$0.25	\$0.79	\$0.89	\$0.99
Monthly Service Fee	-	-	-	-	\$0.99

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TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062
TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS
Naperville, Illinois 60563-8458

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, a corporation duly organized under the laws of the State of Illinois, and having its principal office in the City of Naperville, County of DuPage, State of Illinois, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Russell Harold Huston, Elizabeth C. Harris or Rebecca M. Guest * ***

of **Chattanooga, TN**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY AND TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 11th day of August, 1999.

STATE OF CONNECTICUT

} SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 TRAVELERS CASUALTY AND SURETY COMPANY
 FARMINGTON CASUALTY COMPANY
 TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS



George W. Thompson
 Senior Vice President

By George W. Thompson

On this 11th day of August, 1999 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C. Tetreault
 My commission expires June 30, 2001 Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, stock corporation of the State of Illinois, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 18th day of August, 2001.



Brian Hoffman
 Assistant Secretary, Bond

By Brian Hoffman