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July 31, 2009

Ms. Beth W. Salak, Director  
Division of Competitive Markets and Enforcement  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Dear Ms. Salak:

Attached are revised tariff pages filed to become part of the Verizon Florida LLC General Services Tariff.

Section A2 General Regulations

5th Revised Page 14  
5th Revised Page 15  
2nd Revised Page 15.1  
4th Revised Page 15.2

The purpose of this filing is to clarify Customer Deposit requirements for residential customers. This filing additionally deletes language for Advance Credit Management, which is an expired trial.

If you require additional information, please call Demetria Clark at (850) 222-5479.

Sincerely,

David M. Christian  
Vice President  
Regulatory Affairs Florida

Attachments

## A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

## .1 Advance Payments (Continued)

- e. The amount of any advance payment collected because of unusual installation expense is credited to the applicant's account as applying against the construction or installation charge. If the amount of such advance payment collected is in excess of the proportion of such costs to be borne by the applicant, the amount of the excess is either returned to the subscriber or credited to his account.

## .2 Credit and Deposits for Applicants

- a. The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit, as set forth in the following:

- (1) Credit will be deemed to be established if:

- (a) The residential applicant for service has been a subscriber of any telephone company within the last 2 years and during the last 12 consecutive months of service did not have more than one occasion in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.

- (b) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. A satisfactory guarantor, at the minimum, shall be a subscriber of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a residential subscriber whose payment of bills is secured by the guarantor meets the requirements of Section A2.4.2c of this rule. Guarantors providing security for payment of residential subscribers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty. (T)

- (c) The applicant pays a cash deposit.

- (d) The applicant furnishes an irrevocable letter of credit from a bank or a surety bond.

(D)

(D)

- (2) A cash deposit may be required of an applicant if satisfactory credit is not established. For a residential subscriber the deposit amount may not exceed the charges for one month's local exchange service plus two months' Telephone Company estimated toll service. (C)  
(C)

- b. New or Additional Deposits for Existing Subscribers

- (1) The Company may require, upon reasonable written notice of not less than 15 days, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of required deposit from a residential customer should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90-day period immediately prior to the date of notice. In the event the residential subscriber has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. (T)  
(C)

- (2) When the Company has good reason to believe that payment by a nonresidential subscriber is in jeopardy and usage is significantly above normal for that subscriber, the Company may request a new or additional deposit and may discontinue service if the deposit requested is not paid within 48 hours. (C)

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

.2 Credit and Deposits for Applicants (Continued)

c. Refund of Deposits

- (1) If, after 90 days' service, the actual initial deposit for residential service is found to be greater than an amount equal to one month's local exchange service plus two months' actual average toll service, the Company shall, upon demand of the residential subscriber, promptly refund the difference. These deposit rules apply to local exchange service and toll service only and do not apply to special arrangement agreements covering termination equipment installations for which the Company may require a reasonable deposit. (C)
- (2) After a residential subscriber has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential subscriber's deposits, providing the subscriber has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing), (b) paid with a check refused by the bank, (c) been disconnected for nonpayment, or at any time, (d) used service in a fraudulent or unauthorized manner. (C)
- (3) Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the subscriber but in no event later than 45 days after service is discontinued. (T)

d. Interest on Deposit

- (1) Deposits held by the Company shall bear simple interest at the rate of 6 percent per annum accrued from the date the deposit is received. This does not prohibit the Company from paying a higher rate of interest than required by this rule. Interest shall be paid, at the option of the Company, directly to the subscriber or credited to the subscriber's account, and such payments shall be made annually. (C)
- (2) No residential subscriber depositor shall be entitled to receive interest on his deposit until and unless a subscriber relationship and the deposit have been in existence for a continuous period of six months, after which time he shall be entitled to receive interest from the day of the commencement of the subscriber relationship and the placement of deposit. The Company may refund at any time a deposit with any accrued interest. (C)

e. Receipt for Deposit

- (1) A nontransferable certificate of deposit shall be issued to each residential subscriber and means provided so that the residential subscriber may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's local service plus two months' actual average toll service. (C)

f. Responsibility for Payment

- (1) The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

(D)  
 \_\_\_\_\_  
 (D)

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

.2 Credit and Deposits for Applicants (Continued)

(D)

(D)

## A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

## .2 Credit and Deposits for Applicants (Continued)

(D)

(D)

## .3 Payment for Service

- a. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. Any objection to billed charges shall be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled unless otherwise ordered by the Florida Public Service Commission.
- b. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long-distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station, and for charges charged to the subscriber from another station by any person entitled to use of the service as provided in A2.2.1b.
  - (1) A return payment charge will be applied to each payment dishonored by the institution. A charge of \$30.00 if the face value of the payment does not exceed \$300.00, and \$40.00 if the face value of the payment exceeds \$300.00, or 5% of the face value of the payment, whichever is greater, will apply whenever a payment for service is not accepted by the institution on which it is written.<sup>1</sup> Return Payment Charge applies to any payments which are unable to be processed, but is not limited to: Insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

<sup>1</sup> Nonpayment of the charge will not constitute sufficient cause for interruption or cancellation of service.

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

.1 Advance Payments (Continued)

- e. The amount of any advance payment collected because of unusual installation expense is credited to the applicant's account as applying against the construction or installation charge. If the amount of such advance payment collected is in excess of the proportion of such costs to be borne by the applicant, the amount of the excess is either returned to the subscriber or credited to his account.

.2 Credit and Deposits for Applicants

- a. The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit, as set forth in the following:

(1) Credit will be deemed to be established if:

- (a) The residential applicant for service has been a subscriber of any telephone company within the last 2 years and during the last 12 consecutive months of service did not have more than one occasion in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.

- (b) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. A satisfactory ~~guarantor~~ guarantor, at the minimum, shall be a subscriber of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a residential subscriber whose payment of bills is secured by the guarantor meets the requirements of Section A2.4.2c of this rule. Guarantors providing security for payment of residential subscribers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty. (T)

- (c) The applicant pays a cash deposit.

- (d) The applicant furnishes an irrevocable letter of credit from a bank or a surety bond.

- ~~(e) Applicants with low or medium risk credit limits as specified in the Company's Advanced Credit Management program (Section A2.4.2g.) will not be required to provide a deposit.~~ (D)  
(D)

- (2) A cash deposit may be required of an applicant if satisfactory credit is not established. For a residential subscriber the deposit in an amount may not to exceed the charges for one month's local exchange service plus two months' Telephone Company estimated toll service. (C)  
(C)

b. New or Additional Deposits for Existing Subscribers

- (1) The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; ~~Provided~~ provided, however, that the total amount of required deposit from a residential subscriber should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90-day period immediately prior to the date of notice. In the event the residential subscriber has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. (T)  
(C)  
(C)

- (2) When the Company has good reason to believe that payment by a nonresidential subscriber is in jeopardy and usage is significantly above normal for that subscriber, the Company may request a new or additional deposit and may discontinue service ~~if~~ the deposit requested is not paid within 48 hours, ~~the Company may discontinue service~~. (C)  
(C)

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

.2 Credit and Deposits for Applicants (Continued)

c. Refund of Deposits

- (1) If, after 90 days' service, the actual initial deposit for residential service is found to be greater than an amount equal to one month's local exchange service plus two months' actual average toll service, the Company shall, upon demand of the residential subscriber, promptly refund the difference. These deposit rules apply to local exchange service and toll service only and do not apply to special arrangement agreements covering termination equipment installations for which the Company may require a reasonable deposit. (C)
- (2) After a residential subscriber has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential subscriber's deposits and shall, at its option, either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the subscriber has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing), (b) paid with a check refused by the bank, (c) been disconnected for nonpayment, or at any item time, (d) used service is-in a fraudulent or unauthorized manner. (T)
- (3) Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the subscriber but in no event later than 45 days after service is discontinued.

d. Interest on Deposit

- (1) Deposits held by the Company shall bear simple interest at the rate of 6 percent per annum accrued from the date the deposit is received. This does not prohibit the Company from paying a higher rate of interest than required by this rule. The Company shall pay an interest rate of 7 percent per annum on deposits of nonresidential subscribers qualifying under Section A2.4.2c when the Company elects not to refund such deposits after 23 months. Interest shall be paid, at the option of the Company, directly to the subscriber or credited to the subscriber's account, and such payments shall be made annually. (C)
- (2) No residential subscriber depositor shall be entitled to receive interest on his deposit until and unless a subscriber relationship and the deposit have been in existence for a continuous period of six months, after which time then he shall be entitled to receive interest from the day of the commencement of the subscriber relationship and the placement of deposit. The Company may refund at any time a deposit with any accrued interest. (C)

e. Receipt for Deposit

- (1) A nontransferable certificate of deposit shall be issued to each residential subscriber and means provided so that the residential subscriber may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's local service plus two months' actual average toll service. (C)

f. Responsibility for Payment

- (1) The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

~~g. Advanced Credit Management~~ (D)

- ~~(1) Advanced Credit Management is an experimental tariff. This experimental tariff will remain in effect for twelve (12) months beginning May 1, 1995 and concluding April 30, 1996, unless modified, extended, or removed by the Company prior to April 30, 1996.~~

~~(2) General~~

- ~~(a.) Advanced Credit Management is a process whereby the Company will establish credit limits for new and existing customers. The Company will utilize Credit Scoring for new customers and Behavioral Scoring for existing customers.~~

- ~~(b.) Credit Scoring will be provided through the use of a third party credit reporting service for new service requests. Customers with low or medium risk credit rating will not be required to provide a deposit. The credit rating will establish a credit limit for a combination of local service and toll usage. The credit limit will be based initially on a credit score assigned by a commercial credit reporting service and be adjusted periodically as a result of the customer's GTE payment history. Customers will be informed of their credit limits during the application process. The account credit limit will appear on the first bill and on all subsequent bills. In the billing cycle in which a customer's credit limit is automatically changed, changes in credit limits will be conveyed by mailed notices to the customers.~~ (D)

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

.2 Credit and Deposits for Applicants (Continued)

~~g. Advanced Credit Management (Continued)~~

~~(2) Regulations~~

~~(a.) Credit levels and credit limits as a result of the scoring will be categorized as follows:~~

~~(.1) Low Risk - Unlimited Credit~~

~~No collection judgments.~~

~~No collection accounts.~~

~~No charge off accounts.~~

~~No delinquency history over 30 days past due.~~

~~(.2) Medium Risk - Credit Limit: Residential - \$300.00; Business - \$800.00~~

~~No collection judgments.~~

~~Collection accounts have been paid.~~

~~No or minimal charge off accounts.~~

~~Various degrees of delinquency history from 30-180 days, but paid in full or current at time of scoring.~~

~~Customer provides positive identification to Company following a "No Match" on a credit inquiry.~~

~~(.3) High Risk - Credit Limit: Residential - \$200.00; Business - \$500.00~~

~~Collection judgments.~~

~~Charge off accounts.~~

~~Outstanding collection accounts.~~

~~Various degrees of delinquency history from 30-180 days, and not paid in full or current at time of scoring.~~

~~(b.) Behavioral Scoring will establish credit limits on existing customers based on GTE payment history. Customers will be notified of their initial limit amount and subsequent credit limit changes through credit limit notices mailed to the billing address. A behavioral score will be established and maintained on each customer when the program is initiated and/or after service has been established. The behavioral scoring will be updated monthly, based on billing and payment behavior during the preceding twelve months.~~

~~(c.) Behavioral Scoring levels and credit limits as a result of the scoring will be categorized as follows:~~

~~(.1) Low Risk - Unlimited Credit~~

~~All bills during the past 12 months paid in full and by the due date.~~

~~No dishonored checks during the past 12 months.~~

~~No service denials due to non-payment during the preceding 12 months.~~

~~No more than two (2) reminder notices on account during the preceding 12 months.~~

~~(.2) Medium Risk - Credit Limit: Residential - \$300.00;~~

~~Business - \$800.00~~

~~Telephone bills not paid on time and in full five (5) or more times during the preceding 12 months.~~

~~No more than 2 non-sufficient funds (NSF) checks for telephone bill payments during the preceding 12 months.~~

~~No more than one (1) service denial due to non-payment during the preceding 12 months.~~

~~No more than five (5) reminder notices on account during preceding 12 months.~~

~~(.3) High Risk - Credit Limit: Residential - \$200.00; Business - \$500.00~~

~~Six or more telephone bills not paid by the due date or in full during the preceding 12 months.~~

~~Three or more NSF checks for telephone bill payments during the preceding 12 months.~~

~~Two or more service denials due to non-payment during the preceding 12 months.~~

~~Six or more reminder notices on account during the preceding 12 months.~~

(D)

(D)

## A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

## .2 Credit and Deposits for Applicants (Continued)

~~g. Advanced Credit Management (Continued)~~~~(2) Regulations~~~~(d.) Customers may call the Customer Contact Center during normal business hours to receive a current account balance. The account balances will be updated on a daily basis.~~~~(e.) When a customer reaches the established credit limit, five working days written notice will be provided to the customer. The written notice shall be separate and apart from the regular monthly bill.~~~~(f.) Fifty percent (50%) of the account credit limit amount must be paid plus any amount over the credit limit. If the minimal amount due on the notice is not paid, access to 1+, 0+, and all 900/976/700 calls will be blocked where facilities are available. In addition, the Company will restrict all collect, credit card and third number bill calls. Access to the local calling area and emergency services will not be blocked. A recording will advise the customer that blocking has been imposed when dialing or billing attempts are initiated. Once the customer has been blocked, the block will only be removed if the minimum amount due is paid. A Restoration of Service charge is not applicable when the customer's toll service is unblocked.~~

## .3 Payment for Service

- a. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. Any objection to billed charges shall be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled unless otherwise ordered by the Florida Public Service Commission.
- b. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long-distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station, and for charges charged to the subscriber from another station by any person entitled to use of the service as provided in A2.2.1b.
- (1) A return payment charge will be applied to each payment dishonored by the institution. A charge of \$30.00 if the face value of the payment does not exceed \$300.00, and \$40.00 if the face value of the payment exceeds \$300.00, or 5% of the face value of the payment, whichever is greater, will apply whenever a payment for service is not accepted by the institution on which it is written.<sup>1</sup> Return Payment Charge applies to any payments which are unable to be processed, but is not limited to: Insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

<sup>1</sup> Nonpayment of the charge will not constitute sufficient cause for interruption or cancellation of service.