David Christian

Vice President Regulatory Affairs Florida



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June 25, 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 Facilities for Intrastate Access Tariff.

FACILITIES FOR INTRASTATE ACCESS

2. GENERAL REGULATIONS

- First Revised Page 23
- First Revised Page 24

The purpose of this filing is to modify the general terms for Termination Liability to allow voice products to upgrade to an advance technology without incurring termination liability, provided certain conditions pertaining to Verizon and its affiliates are met.

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

Sincerely, David M. Christian Vice President Regulatory Affairs Florida

Attachment

DMC:rt

2.8 <u>Termination Liability</u>

A. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge

- B. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.
- C. End of Term Options
 - (1) Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - (a) Renew their term commitment,
 - (b) Commit to a new term period,
 - (c) Arrange for a change of service, or
 - (d) Arrange for termination of the service.
 - (2) In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
- D. Early termination charges will not be assessed under the following circumstances:
 - Customer moves existing service either to a new location within the same address and/or same building (inside
 move) or to a new location (outside move) and maintains that service for the remainder of the term;
 - (2) Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;
 - (3) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
 - (4) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - (b) The Company provides the new service via tariff or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

(M)

(M) Material relocated to Page 24.

(N)

2.8 Termination Liability (Continued)

(N)

(N)

- D. (Continued):
 - (5) Asynchronous Transfer Mode (ATM) and Frame Relay changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - (b) The Company or its affiliates provides the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.
- E. The rules and regulations set forth in A. through D. preceding affect only those services that reference this section (M) for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.
 (M)
- 2.9 (Reserved for Future Use)
- 2.10 (Reserved for Future Use)
- 2.11 (Deleted)

EFFECTIVE: June 26, 2009

ISSUED: June 25, 2009

2.8 Termination Liability

A. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge

- B. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.
- C. End of Term Options
 - (1) Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - (a) Renew their term commitment,
 - (b) Commit to a new term period,
 - (c) Arrange for a change of service, or
 - (d) Arrange for termination of the service.
 - (2) In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
- D. Early termination charges will not be assessed under the following circumstances:
 - (1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
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 - (3) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
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 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment.
 - (b) The Company provides the new service via tariff or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
- The rules and regulations set forth in A. through D. preceeding affect only those services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.
- (M) Material moved from Page 22.
- (M) Material relocated to Page 24.

(N)

(M)

2.8	Termination Liability (Continued)	(N)
	D. (Continued):	
	(5) Asynchronous Transfer Mode (ATM) and Frame Relay changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:	
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	(b) The Company or its affiliates provides the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), and	
	(c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.	(N)
	E. The rules and regulations set forth in A. through D. preceding affect only those services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.	
2.9	(Reserved for Future Use)	

- 2.10 (Reserved for Future Use)
- 2.11 (Deleted)

EFFECTIVE: March 26, 2002

ISSUED: March 11, 2002