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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 General Services Tariff.

Section A2 General Regulations  
1st Revised Page 13.0.1

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

Attachments

## A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Continued)

## .17 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:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

- 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 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;
  - (2) Customer attempts to move the existing service to a new location within the 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 or its affiliates provide the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), and (C)
    - (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. (C)
- 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.

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