

BELLSOUTH

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August 1, 2005

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff:

General Subscriber Service Tariff

Section A2 - First Revised Page 31

- Contents – Second Revised Page 3

The purpose of this filing is to provide tariff language to clarify the Liability of the Company in a centralized wiring environment. The proposed effective date of this filing is August 15, 2005.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

Description of Proposed Tariff

The purpose of this filing is to add tariff language to the General Subscriber Service Tariff, Section A2.9 Customer Premises Inside Wire, that clarifies the liability of the Company in a centralized wiring environment.

The proposed effective date of this filing is August 15, 2005.

Estimated Revenue Impact

This filing has no revenue impact.

FLORIDA

ISSUED: August 1, 2005

EFFECTIVE: August 15, 2005

BY: Marshall M. Criser III, President -FL
Miami, Florida

A2. GENERAL REGULATIONS

(T)

A2.9 Customer Premises Inside Wire (Cont'd)

A2.9.1 General (Cont'd)

- C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service or private line service furnished by the Company either at the Network Interface or at any Company provided standard miniature modular jack located elsewhere on the premises.
- D. The Network Interface for the connection of customer premises inside wire consists of a standard modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section A4 of this Tariff apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.
- E. Company owned inside wire maintained by the customer remains the property of the Company.

A2.9.2 Responsibility of the Customer

- A. In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- B. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

A2.9.3 Liability of the Company

- A. A "centralized wiring environment" is a residence or other subscriber premises where the inside wiring is terminated at a common point and where the inside wiring typically carries several communications services, including services provided by parties other than the Company. In such an environment, or in any other environment, a subscriber may have an agreement with a third party that installed or maintains the inside wiring, which agreement may include a warranty that covers work on the inside wiring, a restriction on other parties working on the inside wiring or other language related to the inside wiring. Where a subscriber requests that the Company work on the inside wiring or places an order that requires the Company to perform work on the inside wiring or to bypass the inside wiring, the Company shall not be liable for any impact the Company's work may have on any such agreement or warranty. The Company shall not be liable for disruption to inside wiring carrying services provided by parties other than the Company or to any such services. The subscriber will indemnify and save the Company harmless from any liability, claims or damages related to such agreement or warranty or any disruption to wiring or services provided by parties other than the Company.
- B. This Part has no impact on subscriber payment for Company work on inside wiring or the inside wire maintenance service plan. If the subscriber has the inside wire maintenance service plan, then the plan may cover costs for the Company's work on the inside wire. If the subscriber does not have the plan or the plan does not cover the work performed by the Company, then the subscriber may be billed for the work by the Company.

(N)

(N)

(N)

A2.9.4 Violation of Regulations

- A. Where customer-provided inside wire is in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within *ten* (10) days after receipt of such notice.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.

(T)

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(N)

FLORIDA

ISSUED: ~~July 1, 1996~~ August 1, 2005

EFFECTIVE: ~~July 15, 1996~~ August 15, 2005

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

A2. GENERAL REGULATIONS⁴

(N)-(T)

A2.9 Customer Premises Inside Wire (Cont'd)

A2.9.1 General (Cont'd)

- C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service or private line service furnished by the Company either at the Network Interface or at any Company provided standard miniature modular jack located elsewhere on the premises.
- D. The Network Interface for the connection of customer premises inside wire consists of a standard modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section A4 of this Tariff apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.
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- B. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

A2.9.3 ~~Reserved for Future Use~~ Liability of the Company

- A. A "centralized wiring environment" is a residence or other subscriber premises where the inside wiring is terminated at a common point and where the inside wiring typically carries several communications services, including services provided by parties other than the Company. In such an environment, or in any other environment, a subscriber may have an agreement with a third party that installed or maintains the inside wiring, which agreement may include a warranty that covers work on the inside wiring, a restriction on other parties working on the inside wiring or other language related to the inside wiring. Where a subscriber requests that the Company work on the inside wiring or places an order that requires the Company to perform work on the inside wiring or to bypass the inside wiring, the Company shall not be liable for any impact the Company's work may have on any such agreement or warranty. The Company shall not be liable for disruption to inside wiring carrying services provided by parties other than the Company or to any such services. The subscriber will indemnify and save the Company harmless from any liability, claims or damages related to such agreement or warranty or any disruption to wiring or services provided by parties other than the Company. (N)
- B. This Part has no impact on subscriber payment for Company work on inside wiring or the inside wire maintenance service plan. If the subscriber has the inside wire maintenance service plan, then the plan may cover costs for the Company's work on the inside wire. If the subscriber does not have the plan or the plan does not cover the work performed by the Company, then the subscriber may be billed for the work by the Company. (N)

A2.9.4 Violation of Regulations

- A. Where customer-provided inside wire is in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within ten (10) days after receipt of such notice. (T)
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this Filing.~~

ISSUED: ~~February 2, 1998~~ August 1, 2005

EFFECTIVE: ~~February 17, 1998~~ August 15, 2005

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

A2. GENERAL REGULATIONS

(P)

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