### October 7, 2005

### Advice No. 57

Ms. Beth Salak
Division of Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Ms. Salak,

Enclosed please find the revised tariff page to Frontier Communications of the South, Inc.'s Subscriber Services Tariff, beginning October 7, 2005 and not to extend later than November 6, 2005, subject to Public Service Commission approval, as follows:

### Section A2

First Revised Sheet 6 (Canceling Original Sheet 6)

The purpose of this filing is to make an administration correction the general regulations tariff.

Enclosed is an additional copy of this letter and a stamped self-addressed envelope. Please stamp this copy with the date received and return it. If you have any questions, please contact Monique Adams at (585) 777-7395 or me at (585) 777-4717.

Sincerely,

Leslie Zink Manager, Pricing & Tariffs

LZ/ma Enclosures

#### GENERAL SUBSCRIBER SERVICES

Frontier Communications of the South, Inc. 201 South Pensacola Avenue Atmore, Alabama 36502

Florida PSC – Tariff No. 2 Section A2 First Revised Sheet 6 Canceling Original Sheet 6

# GENERAL REGULATIONS (Cont'd)

# F. Telephone Company Liability

- The Telephone Company's liability for damages arising from an interruption to the service, which is not due to the negligence or willful act of the subscriber, or of the Telephone Company, in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall not exceed a pro rata adjustment of the fixed monthly charges for the service and facilities rendered useless and inoperative during the period of said interruption, providing the period of interruption is greater than 24 hours after being reported to, or discovered by the Telephone Company. Every month is considered to be thirty days.
- No liability shall attach to the Telephone Company by reason of defacement or damage to the subscriber's premises, resulting from the placing of the Telephone Company's apparatus and associated wiring on such premises, or by the removal thereof, when each defacement or damage is not the result of negligence on the part of the Telephone Company or its employees.
- 3. The Telephone Company shall not be liable for damages or statutory penalties, in any such case which is not presented in writing, and within the applicable statutory period after the alleged delinquency occurs.
- In establishing connections with the lines of other Telephone Companies, the Telephone Company will not be responsible or liable for any action of the connecting Telephone Company.
- 5. The Telephone Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Telephone Company are forbidden to accept either oral or written messages to be transmitted over the lines of the Telephone Company.
- 6. No liability shall attach to the Telephone Company for damages alleged to have arisen from the use of the Telephone Company's service and equipment in explosive atmospheres. The Telephone Company may refuse to provide, maintain or restore service in such atmospheres or at outdoor or other locations, which in its judgment are not suitable for the location of its service and facilities. When such protective equipment or special device, as may be available for use in such locations is subscribed for, the Telephone Company will provide such protective equipment upon the express condition that protection is not guaranteed and that no liability shall attach to the Telephone Company for any damage alleged to have arisen in connection with the use of such equipment.

Text is shown as new due to reissue of tariff. There have been no changes in rates and regulations made with this filing.

Issued By:	Richard Burgess, Director of Operations	Date Issued: October 7, 2005
Effective:		

(C)

# GENERAL SUBSCRIBER SERVICES

Frontier Communications of the South, Inc. 201 South Pensacola Avenue Atmore, Alabama 36502

Florida PSC – Tariff No. 2 Section A2 First Revised Sheet 6 Canceling Original Sheet 6

(C)

GENERAL REGULATIONS (Cont'd)						
F. Telephone Company Liability						
1.	The Telephone Company's liability for damages arising from an interruption to the service, which is not due to the negligence or willful act of the subscriber, or of the Telephone Company, in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall not exceed a pro rata adjustment of the fixed monthly charges for the service and facilities rendered useless and inoperative during the period of said interruption, providing the period of interruption is greater than 24 hours after being reported to, or discovered by the Telephone Company. Every month is considered to be thirty days.					
<u>2.</u>	No liability shall attach to the Telephone Company by reason of defacement or damage to the subscriber's premises, resulting from the placing of the Telephone Company's apparatus and associated wiring on such premises, or by the removal thereof, when each defacement or damage is not the result of negligence on the part of the Telephone Company or its employees.					
3.	The Telephone Company shall not be liable for damages or statutory penalties, in any such case which is not presented in writing, and within the applicable statutory period after the alleged delinquency occurs.					
4.	In establishing connections with the lines of other Telephone Companies, the Telephone  Company will not be responsible or liable for any action of the connecting Telephone  Company.					
5. 	The Telephone Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Telephone Company are forbidden to accept either oral or written messages to be transmitted over the lines of the Telephone Company.					
6.	No liability shall attach to the Telephone Company for damages alleged to have arisen from the use of the Telephone Company's service and equipment in explosive atmospheres. The Telephone Company may refuse to provide, maintain or restore service in such atmospheres or at outdoor or other locations, which in its judgment are not suitable for the location of its service and facilities. When such protective equipment or special device, as may be available for use in such locations is subscribed for, the Telephone Company will provide such protective equipment upon the express condition that protection is not guaranteed and that no liability shall attach to the Telephone Company for any damage alleged to have arisen in connection with the use of such equipment.					
Text is shown this filing.	wn as new due to reissue of tariff. There have been no changes in rates and regulations made with					
Issued By:	Richard Burgess, Director of Operations  Date Issued: October 7, 2005					
Effective:						