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July 22, 2005

VIA FACSIMILE AND EXPRESS MAIL

Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

RECEIVED

JUL 22 2005

PUBLIC SERVICE
COMMISSION

Re: In the Matter of An Inquiry Into Limitations Of Use For Tariffed
Services Designated Or Otherwise Referred To As Unlimited
Administrative Case No. 2005-00186

Dear Ms. O'Donnell:

Insight Phone of Kentucky, LLC ("Insight"), by its attorneys, hereby submits an original and five (5) copies of its Response to the Attorney General's Data Requests in the above-referenced proceeding. Please stamp the extra copy as received and kindly return it in the enclosed prepaid envelope.

Should any questions arise concerning this matter, kindly communicate with the undersigned.

Respectfully submitted,

J.G. Harrington/can

J.G. Harrington
Counsel for Insight

Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INQUIRY INTO LIMITATIONS)	
OF USE FOR TARIFFED SERVICES)	ADMINISTRATIVE
DESIGNATED OR OTHERWISE)	CASE NO. 2005-00186
REFERRED TO AS UNLIMITED)	

Response of Insight Phone of Kentucky, LLC to Attorney General's Data Requests

1. Please provide copies of all advertisements, regardless of medium, solicitations, and explanations provided to the public to introduce, explain and/or market any plan labeled or otherwise described as "unlimited." In the event that the medium used is audio or video in nature, a transcript of same is deemed sufficient.

Insight has not begun any direct advertising of either its unlimited local or long-distance calling plans. Explanations of these offerings currently are made publicly available on Insight's web site, www.insight-com.com. The relevant sections of Insight's Local Service Tariff are attached hereto.

2. Please provide a copy of any and all contracts signed by customers who have participated or are participating in a plan labeled or otherwise described as "unlimited." This request seeks only a copy of the blank contract(s), not the executed contract for every customer.

All of Insight's residential services are provided pursuant to its tariffs and service agreements, available on the Insight website. As such, Insight does not have any customer-signed contracts.

Respectfully submitted,

Insight Phone of Kentucky, LLC


By: J.G. Harrington / CPM
J.G. Harrington
Courtney Manzel

DOW, LOHNES & ALBERTSON, PLLC
1200 New Hampshire Avenue, N.W.
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Washington, D.C. 20036
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July 22, 2005

Certificate of Service and Filing

Counsel certifies that an original and five photocopies of this *Response of Insight Phone of Kentucky, LLC to Attorney General's Data Requests* were served and filed by facsimile and express mail to Beth O'Donnell, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40602, (502) 564-3460; furthermore it was served by express mail to Dennis G. Howard II, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601, all on this 22nd day of July, 2005.


Counsel for Insight Phone of Kentucky, LLC

5. INSIGHT RESIDENTIAL LOCAL SERVICE

5.1. INSIGHT LOCAL SERVICE

Insight Local Service provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.1.

The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this Tariff.

Insight Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company.

Insight Local Services are subject to monthly recurring charges and for certain call types, per minute usage rates and/or service charges on a per access line basis, as specified following.

Customers subscribing to plans requiring Company subscription for Intrastate and Interstate long distance who subsequently select an alternate Intrastate or Interstate Carrier become Local Only customers and are subject to applicable monthly charges for custom calling features as set forth in Section 5.2.3, following, and toll usage rates as set forth in Section 8.2.3.C, following.

5.1.1. INTEGRATED OFFERING

The Integrated Offering is provided in conjunction with an associated long distance service provided by the Company. Customers who order the Integrated Offering associated with long distance service must be presubscribed to the Company for both Intrastate and Interstate long distance.

The Integrated Offering is subject to monthly recurring charges and/or per minute usage, on a per access line basis. The monthly charges for Integrated Offerings consist of a Line Component and a Usage Component. Each of the following offers provides customers with the option of one to four access lines. The customer may add one additional line per offer, up to a total of four lines per single-family residence.

5. INSIGHT RESIDENTIAL LOCAL SERVICE

5.1. INSIGHT LOCAL SERVICE (CONT'D)

5.1.1. INTEGRATED OFFERING (CONT'D)

A. Block-of-Time Offers

The following Block-of-Time plans provide the customer with unlimited calls within their Local Calling Area and a specified amount of long distance calling for a flat monthly fee. The following types of calls do not apply towards minutes included in any of the Block-of-Time plans listed below: Operator Assisted calls, Calling Card calls, Information Service Provider calls (i.e., 976, 900), international calls, or calls to toll free dialing numbers. Block-of-Time usage is measured per month, based on all applicable usage on all lines associated with the account. Unused portions of the monthly allowance will not be credited to a subscriber's account, carried over to another month, or transferred to another account.

1. 180 Minute Block-of-Time Offer

The 180 Minute Block-of-Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 180 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in the appropriate Company Tariff or Service Guide.

2. 300 Minute Block-of-Time Offer

The 300 Minute Block-of-Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 300 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in the appropriate Company Tariff or Service Guide.

B. "By the Minute" Offer

The "By the Minute" offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and long distance calling rated on a per minute basis as specified in the appropriate Company Tariff or Service Guide.

5. INSIGHT RESIDENTIAL LOCAL SERVICE

5.1. INSIGHT LOCAL SERVICE (CONT'D)

5.1.1. INTEGRATED OFFERING (CONT'D)

C. Rates and Charges

MONTHLY CHARGE

1. Primary Access Line	
a. Louisville Exchanges	\$13.00
b. Lexington Exchanges	17.00
c. Shepherdsville Exchanges	8.75
d. Henderson Exchanges	12.80
2. Usage Component	
a. 300 Minute Block of Time Offer	16.95
b. 180 Minute Block of Time Offer	11.95
c. "By the Minute" Offer	2.95

5.1.2. LOCAL ONLY OFFER

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides customers with a local access line, touch-tone service, and unlimited calling within the customer's local calling area.

MONTHLY CHARGE

1. Access Line	
a. Louisville Exchanges	\$13.00
b. Lexington Exchanges	17.00
c. Shepherdsville Exchanges	8.75
d. Henderson Exchanges	12.80

6. PROMOTIONAL OFFERINGS

6.1. PROMOTIONAL OFFERINGS (CONT'D)

6.1.10 UNLIMITED USAGE PROMOTION

Beginning May 1, 2005, and continuing through May 31, 2005, qualifying customers may subscribe to the following Unlimited Usage Promotion. To be eligible for this promotion, customers must also subscribe to a Multi-Product Promotion specified, as applicable, in either Section 6.1.5 or 6.1.8, preceding.

For a monthly charge of \$5.00, which is in addition to all other applicable recurring charges, the Company will provide, in lieu of the 180 Minute allocation of usage, unlimited domestic direct-dialed 1+ interstate and intrastate long distance usage, for a period of twelve (12) consecutive billing periods. At the end of the promotional period, the customer shall resume the 180 minute allocation of usage pursuant to such applicable plan.

Due to the bulk nature of the usage, call detail is not provided on the monthly billing. Unused minutes in any month revert to the Company.

Service is limited to residential voice applications and the use of this service is limited to the customer, members of the customer's household and occasional guests. The use of the service for commercial applications, resale, internet access, telemarketing or other non-residential usage is prohibited. In addition, the use of auto dialers, polling devices, call forwarding, three-way calling (other than incidental usage) and other devices and/or dialing arrangements with the intent to avoid payment of otherwise applicable long distance charges is prohibited. Participation may be terminated for customers who utilize the service in a manner or for a purpose other than those described herein.

This unlimited promotional offer does not include calls to 900 numbers, directory assistance calls, calling card calls, operator services, international calling, taxes, fees, subscriber line and installation charges. Customers checking email, limited surfing the Internet or sending faxes should not incur an additional monthly fee for such limited usage due to the brevity of these applications.

(N)

(N)

6. PROMOTIONAL OFFERINGS

6.1. PROMOTIONAL OFFERINGS (CONT'D)

6.1.10 UNLIMITED USAGE PROMOTION (CONT'D)

The Company will undertake periodic reviews of traffic on its network to determine appropriate use of this promotional offer. Indicators of inappropriate usage may include call origination, call destination, call holding times, frequency of calls, and other calling-pattern data. Where the Company (at its sole discretion) determines that a customer's calling patterns indicate usage that is not consistent with typical residential customer usage, the customer will be contacted and offered a service plan more appropriate to their needs at the Company's sole discretion. Subsequent to that notification, if a customer continues to use the service in an inappropriate manner, the Company will temporarily restrict the customer's ability to place offending calls until a mutually agreeable resolution can be reached.

(N)

(N)

6. PROMOTIONAL OFFERINGS

6.1. PROMOTIONAL OFFERINGS (CONT'D)

6.1.11 UNLIMITED USAGE FOR \$10 PROMOTION

Beginning June 1, 2005, and continuing through July 31, 2005, qualifying customers may subscribe to the following Unlimited Usage for \$10.00 Promotion. To be eligible for this promotion, customers must also subscribe to a Multi-Product Promotion specified, as applicable, in either Section 6.1.5 or 6.1.8, preceding. (C)

For a monthly charge of \$10.00, which is in addition to all other applicable recurring charges, the Company will provide, in lieu of the 180 Minute allocation of usage, unlimited domestic direct-dialed 1+ interstate and intrastate long distance usage, for a period of twelve (12) consecutive billing periods. At the end of the promotional period, the customer shall resume the 180 minute allocation of usage pursuant to such applicable plan.

Due to the bulk nature of the usage, call detail may not be provided on the monthly billing. Unused minutes in any month revert to the Company. (C)

Service is limited to residential voice applications and the use of this service is limited to the customer, members of the customer's household and occasional guests. The use of the service for commercial applications, resale, internet access, telemarketing or other non-residential usage is prohibited. In addition, the use of auto dialers, polling devices, call forwarding, three-way calling (other than incidental usage) and other devices and/or dialing arrangements with the intent to avoid payment of otherwise applicable long distance charges is prohibited. Participation may be terminated for customers who utilize the service in a manner or for a purpose other than those described herein.

This unlimited promotional offer does not include calls to 900 numbers, directory assistance calls, calling card calls, operator services, international calling, taxes, fees, subscriber line and installation charges. Customers checking email, limited surfing the Internet or sending faxes should not incur an additional monthly fee for such limited usage due to the brevity of these applications.

6. PROMOTIONAL OFFERINGS

6.1. PROMOTIONAL OFFERINGS (CONT'D)

6.1.11 Unlimited Usage for \$10 Promotion (Cont'd)

The Company will undertake periodic reviews of traffic on its network to determine appropriate use of this promotional offer. Indicators of inappropriate usage may include call origination, call destination, call holding times, frequency of calls, and other calling-pattern data. Where the Company (at its sole discretion) determines that a customer's calling patterns indicate usage that is not consistent with typical residential customer usage, the customer will be contacted and offered a service plan more appropriate to their needs at the Company's sole discretion. Subsequent to that notification, if a customer continues to use the service in an inappropriate manner, the Company will temporarily restrict the customer's ability to place offending calls until a mutually agreeable resolution can be reached.

(N)

(N)