

BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

July 22, 2005

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

RECEIVED

JUL 22 2005

PUBLIC SERVICE
COMMISSION

RE: 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:

Enclosed for filing in this case are BellSouth Telecommunications, Inc.'s ("BellSouth"), Responses to the Commission's Data Requests dated June 22, 2005, and the Attorney General's Data Requests dated Jun 23, 2005. In accordance with the Commission's Order, five copies of the Responses are enclosed.

Since this is not an adversarial proceeding, BellSouth is not serving its Responses on all the parties listed on the Commission's service list in this case. A copy of the filing is served on the Attorney General. Also enclosed is an extra copy of this letter to be stamped as received and returned to the undersigned in the enclosed self-addressed, stamped envelope.

Sincerely,



Dorothy J. Chambers

Enclosures

cc: Dennis G. Howard, II, Assistant Attorney General

594371

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individual
by mailing a copy thereof, this 22nd day of July 2005.


Dorothy J. Chambers

Dennis G. Howard, II
Assistant Attorney General
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601-8204

REQUEST: Does the utility offer a plan that is described, named, or marketed as "unlimited"? If yes, identify and describe the plan and provide copies of the tariff sheets on which the plans can be found.

RESPONSE: BellSouth Telecommunications, Inc., "BellSouth" offers several local plans that include unlimited calling, with no restrictions, to telephone numbers within specified local calling areas. Because these plans are local plans and have no restrictions, these plans are not included in the responses. As information, these plans and their respective references in BellSouth's General Subscriber Services Tariff (GSST) are: Flat Rate Basic Local Exchange Service (A3.7.1 and A103.7.1), Area Calling Service – Premium (A3.2.8), Complete Choice Service (A3.2.9), and ISDN – Business Service – Usage Option Plan B (A42.1).

BellSouth offers its residential customers Area Plus (AP) and Area Plus with Complete Choice (APCC) service which are restricted use, LATA wide calling plans. Both services are described in BellSouth's tariff and marketed by BellSouth on its website, www.bellsouth.com, as a residential basic service access line that includes unlimited monthly calling¹ to BellSouth service area telephone numbers within the subscriber's LATA for one monthly rate.² In the product description, subscribers are informed that in the customer's expanded area they will receive 1,000 minutes of calls to exchanges located outside of BellSouth's service area. Calls exceeding the 1,000 minutes are billed at \$.08 per minute.

BellSouth also offers two options of Business Plus Service for its business subscribers. Both services are described in BellSouth's tariff and marketed by BellSouth on its website. Option 1 is a flat rated plan that allows for 120 hours (7,200 minutes) of calling within the LATA. Under Option 2 customers receive unlimited local usage for a flat monthly rate and pay a single rate for each minute of use for all other calling within the LATA. Customers purchasing Complete Choice for Business (CCFB) can select either a flat rate business line as their access line or a Business Plus line Option 1 or Option 2.

¹ Total number of minutes per month equals 44,460.

² Customers subscribing to APCC receive the expanded LATA wide calling of Area Plus service and all the feature functionality of BellSouth's Complete Choice Service.

BellSouth Telecommunications, Inc.
KY Adm Case No. 2005-00186
KY PSC's Request for Information
June 22, 2005
Item No. 1
ATTACHMENT

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: March 14, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Sixth Revised Page 3.4
Cancels Fifth Revised Page 3.4
EFFECTIVE: May 2, 2003

A3. BASIC LOCAL EXCHANGE SERVICE**A3.2 Statewide Rate Schedules (Cont'd)****A3.2.10 Area Plus[®] Service****A. General**

1. Area Plus[®] service provides residence subscribers a flat rate *exchange service* access line with *a calling scope as specified in 2 and 3 following*. The access line includes Touch-Tone capability. (C)
2. *The monthly rates specified herein entitle a residence subscriber to unlimited calling to all exchange access lines within the serving exchange, the exchanges in the associated Limited Local Calling Area specified in A3.6.1 of this Tariff, the BellSouth exchanges in the associated Additional Exchanges specified in A3.6.1 of this Tariff, and all other BellSouth exchanges in the subscriber's LATA. The LATA for each exchange is indicated in A3.6.1 of this Tariff and the exchanges in each LATA are listed in A3.6.2. Unlimited calling is defined as and limited to 44,640 minutes of use in each billing period.* (C)
3. The monthly rates specified herein also entitle a residence subscriber to 1,000 minutes of calling to access lines served by independent telephone companies in independent company exchanges not included in the Limited Local Calling Area, but located within the subscriber's LATA. Independent company exchanges are indicated in A3.6.2 of this Tariff. The 1,000 minute allowance applies on a per line basis. Independent company usage in excess of 1,000 minutes per line will be billed to the subscriber at the rates specified in A3.2.10.B.2 of this Tariff. Call detail information will be provided on the customer bill for billed usage in excess of the 1,000 minute allowance. These usage charges will not apply for calls originated from a telephone number designated for service to a hearing or speech impaired person as specified in A18.3.1.F of this Tariff. (N)
4. Calls completed with automated calling cards or operator assistance from the Area Plus[®] service access line within the Full Local Calling Area or the LATA will be rated only using the appropriate Local Operator and Calling Card Services surcharges specified in A3.14.3.A. Such calls are itemized on the subscriber's billing statement. (T)
5. Calls made outside the Limited Local Calling Area, but within the Full Local Calling Area or the LATA on which customers request time and charges will have those quotations based on toll rates. (T)
6. Subscribers to any of the Area Plus[®] services receive a thirty percent discount on rates specified in A18.3.1.B.1. *These discounted rates apply* to covered customer-dialed calling card calls, including the calling card surcharges on these calls; and to covered customer-dialed collect calls accepted by the subscriber to any of the Area Plus[®] services, including the operator surcharges on these calls. This discount supersedes the volume discounts defined in A18.3.7, and is applied after the appropriate time period discounts specified in A18.3.1.B.1 have been applied and after the calls have been aggregated to a monthly total. The discount is applied on a per line basis to each call type after the calls have been aggregated to a monthly total. (T)

Note 1: Changes appearing on this page have an implementation date of May 15, 2003. (M)

(N)

Material previously appearing on this page now appears on page(s) 3.5 of this section.

[®] Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: October 6, 2004
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Fourth Revised Page 3.5
Cancels Third Revised Page 3.5
EFFECTIVE: November 5, 2004

A3. BASIC LOCAL EXCHANGE SERVICE

A3.2 Statewide Rate Schedules (Cont'd)

A3.2.10 Area Plus Service (Cont'd)

A. General (Cont'd)

7. Residence customers may also subscribe to Area Plus service with the Complete Choice option. All services/features specified in A3.2.9 as available with Complete Choice service are available with this option of Area Plus service. Rules, and regulations, and limitations specified in A3.2.9 for Complete Choice service apply to this option of Area Plus service.
8. Residence customers may subscribe to the Two-Line Plan or the Three-Line Plan for Area Plus service with the Complete Choice option. Both plans offer hunting at no additional charge as specified in A3.2.9 preceding. All services/features specified in A3.2.9 as available with Complete Choice service are available with each line of a multi-line package. Rules, regulations and limitations specified in A3.2.9 for Complete Choice service apply to each line of a multi-line package with the Complete Choice option. All lines in each multi-line package must be billed to the same account and located at the same premises.
9. Service charges specified in Section A4. of this Tariff do not apply for a conversion of existing service to/from Area Plus service or Area Plus service with the Complete Choice option.
10. Area Plus service customers may not subscribe to Local Usage Detail.
11. Existing customers of Area Plus service with the Complete Choice option can not take advantage of special promotions for Complete Choice service or Area Plus service with the Complete Choice option or any of the services/features specified in A3.2.9. preceding unless specifically allowed by the terms of the special promotion.

B. Rates and Charges

1. Individual line service

	Suspend	Monthly		
	Rate	Rate	USOC	
(a) Per line (without the Complete Choice option)	\$19.00	\$39.00	AQ3	(I)(T)
(b) Per line with the Complete Choice option	16.50	50.50	ARZPK	(I)(T)
(c) Per Two-Line Plan package with the Complete Choice option or Credit for two individual lines qualifying as Two-Line Plan package	33.00	73.95 -27.05	ACML2 CRD2P	(I)(T) (I)
(d) Per Three-Line Plan package with the Complete Choice option	49.50	103.95	ACML3	(I)(T)

2. The following usage charge applies as specified in A3.2.10.A.3 preceding for calling to access lines served by independent telephone companies.

	Per Minute or	
	Fraction Thereof	USOC
(a) Per minute usage charge	\$.08	NA

A3.2.11 Reserved For Future Use

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: October 18, 1999
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Fourth Revised Page 61
Cancels Third Revised Page 61
EFFECTIVE: November 18, 1999

A3. BASIC LOCAL EXCHANGE SERVICE**A3.39 Reserved For Future Use****A3.40 Reserved For Future Use****A3.41 Reserved For Future Use****A3.42 Reserved For Future Use****A3.43 BellSouth® Business Plus® Service****A3.43.1 Plan Descriptions****A. BellSouth® Business Plus® Service**

1. BellSouth® Business Plus® service is offered as a business individual line service where facilities and equipment are available.
2. BellSouth® Business Plus® service allows the business customer to choose between two LATA-wide¹ calling options:
 - a. Option 1 - Flat rated plan which allows for unlimited calling within the LATA (subject to a total usage allowance of 120 hours/7,200 minutes).
 - b. Option 2 - Combination rated plan which provides for unlimited usage within the limited local calling area for a flat monthly charge, and a single rate for each minute of use for all other calling within the LATA.
3. The option chosen by the BellSouth® Business Plus® service subscribers will apply to each of their lines.
4. Touch-Tone Calling service is provided to all BellSouth® Business Plus® service subscribers at no additional charge.
5. Customers may subscribe to either the standalone BellSouth® Business Plus® service offering or to the BellSouth® Business Choice® Package (See *A103.44*) which includes a BellSouth® Business Plus® service line or to the BellSouth® Complete Choice® for Business package (See *A3.45*) which includes a BellSouth® Business Plus® service line. If BellSouth® Business Plus® service is subscribed to, the rates of *A3.43.2* are applicable. If BellSouth® Business Choice® Package or BellSouth® Complete Choice® for Business package is subscribed to, the rates of *A103.44.2* or *A3.45.2*, respectively, are applicable. All of the rules, regulations and limitations specified for each offering will apply to the respective services and features. (T)
6. Usage rating is dependent upon the underlying service of the originating call location. When BellSouth® Business Plus® service usage charges as described in 2. preceding are applicable, they will also apply to 1+, 0+ and 0- calls made within the LATA. However, for 0+ and 0- calls, usage does not contribute toward the Option 1 usage threshold and each minute of use is rated. The appropriate operator services surcharges will also be charged in accordance with the rules and regulations of *A.3.14* of this Tariff.
7. BellSouth® Business Plus® service Option 2 customers only may subscribe to Local Usage Detail for billable usage. There is no charge for the Local Usage Detail.
8. Method of Determining Monthly Usage Charges
 - a. Usage is determined for each call based on minutes or fraction thereof, with a minimum call duration of one minute. This value is then multiplied by the rate per minute for the rate option selected by the customer. The resultant amount is truncated to whole cents for each call. The amount of usage billed to the customer is subject to b. and c. following.
 - b. For Option 1, only usage above the first 120 hours (7,200 minutes) of usage allowance is billed to the customer.
 - c. For Option 2, only usage outside the Limited Local Calling Area is subject to the billing as described in a. preceding.

Note 1: For a list of all exchanges in each LATA, see *A3.6.2*.

* BellSouth is a registered trademark of BellSouth Intellectual Property Corporation
 ® Registered Service Mark of BellSouth Intellectual Property Corporation
 ® Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: August 30, 2002
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Sixth Revised Page 62
Cancels Fifth Revised Page 62
EFFECTIVE: October 1, 2002

A3. BASIC LOCAL EXCHANGE SERVICE

A3.43 BellSouth Business Plus® Service (Cont'd)

A3.43.2 Exchange Access Line Rates¹ (T)

A. Individual Line Service

1. BellSouth Business Plus® service Option 1 (T)

	Monthly Rate	Rate per Minute of Use	USOC	
(a) Each line	\$60.00	-	BK1	(R)
(b) Each Minute of use above 120 hours (7,200 minutes)	-	\$.05	-	

2. BellSouth Business Plus® service Option 2 (T)

(a) Each line	37.00	-	BK2	(R)
(b) Each Minute of use outside the Limited Local Calling Area	-	.09	-	

A3.43.3 Service Charges

A. The service order charges specified in Section A4. of this Tariff are applicable for the installations of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to convert an existing line to a BellSouth Business Plus® service plan. (T)

B. Service charges do not apply for transactions which only involve additions, deletions or changes to the service or features requested as part of BellSouth Business Plus® service with BellSouth Business Choice® package service or with a Complete Choice® for Business package. (T)

Note 1: Rate reductions will be implemented October 13, 2002

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY

ISSUED: October 18, 1999

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Third Revised Page 63
Cancels Second Revised Page 63
EFFECTIVE: November 18, 1999

A3. BASIC LOCAL EXCHANGE SERVICE

A3.44 BellSouth Business Choice[®] Package (Obsoleted, Section A103.)

(M)

Material previously appearing on this page now appears on page(s) 8 of section A103.

[®]Service Mark of BellSouth Corporation

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: October 18, 1999
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Fourth Revised Page 64
Cancels Third Revised Page 64
EFFECTIVE: November 18, 1999

A3. BASIC LOCAL EXCHANGE SERVICE

A3.44 BellSouth Business Choice[®] Package (Obsoleted, See Section A103.) (Cont'd)

(M)

Material previously appearing on this page now appears on page(s) 9 of section A103.
[®]Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 KENTUCKY
 ISSUED: May 2, 2002
 BY: E.C. Roberts, Jr., President - KY
 Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
 Seventh Revised Page 65
 Cancels Sixth Revised Page 65
 EFFECTIVE: June 1, 2002

A3. BASIC LOCAL EXCHANGE SERVICE

A3.45 Complete Choice[®] for Business Package

A3.45.1 General

- A. Complete Choice[®] for Business packages are offered where facilities and equipment are available.
- B. Complete Choice[®] for Business packages are offered to business subscribers and consist of four components - a line, calling features, listings and grouping service.
- C. The line component of these packages is business flat rate service or BellSouth Business Plus[®] service Option 1 or Option 2. All of the rules, regulations and limitations specified for business flat rate service in Section A3 or for BellSouth Business Plus[®] service in A3.43 preceding apply for these lines when provided as part of a Complete Choice[®] for Business package. Usage rating for BellSouth Business Plus[®] service as described in A3.43.2.A applies for such lines when provided as part of a Complete Choice[®] for Business package.
- D. The calling features associated with this plan are listed below. For each line, the Complete Choice[®] for Business packages provide the subscriber an unlimited number of compatible calling features from the following list. All of the rules, regulations and limitations specified in Section A13 apply to the respective services and features provided as part of this service. The calling features chosen may vary from line to line in multiple line packages.

Calling Features

1. Call Forward Busy Line	USOC
2. Call Forward Don't Answer	GCE
3. Call Forward Don't Answer Ring Control	GCJ
4. Call Forward Variable	GCJRC
5. (DELETED)	ESM
6. Call Waiting	ESX
7. Speed Calling 8	ESL
8. Speed Calling 30	ESF
9. Three Way Calling	ESC
10. Message Waiting Indicator - Audible	MWW
11. Message Waiting Indicator - Visual	MWWAV
12. Call Return	NSS
13. Call Block	NSY
14. Call Tracing	NST
15. Repeat Dialing	NSQ
16. Call Selector	NSK
17. Preferred Call Forwarding	NCE
18. RingMaster I	DRS
19. RingMaster II	DRS1X
20. Remote Access Call Forwarding	GCZ
21. Three Way Calling with Transfer	ESCWT
22. Caller ID Number Delivery	NSD
23. Enhanced Caller ID with Call Management, with Anonymous Call Rejection (ACR)	N1ACR
24. Enhanced Caller ID with Call Management, with ACR and Call Forwarding Don't Answer	NCACR
25. Enhanced Caller ID with ACR	NXECR
26. Caller ID Name and Number Delivery with ACR	NXMCR
27. Caller ID Name and Number Delivery - Multiline Hunt Group	NXMMN
28. Surrogate Client Number	SMV
29. (DELETED)	
30. Star 98 Access	S98AF

(D)

(D)

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: August 30, 2002
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Eighth Revised Page 66
Cancels Seventh Revised Page 66
EFFECTIVE: October 1, 2002

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice® for Business Package (Cont'd)

A3.45.1 General (Cont'd)

- E. A foreign listing and an additional listing are each available as part of these packages. All of the rules, regulations and limitations specified in Section A6 apply to the respective listings provided as part of this service.
- F. Grouping service is also available as part of Complete Choice® for Business packages containing three or more lines. The maximum allowed number of lines in grouping is one less than the number of lines in the package (e.g. for a 7-line package, a maximum of six lines in grouping is allowed). Obsolete 3-line packages may have a maximum of three lines in grouping within the package. All of the rules, regulations and limitations specified in A3.19 of this Tariff apply for grouping service provided as part of this service.

A3.45.2 Rates and Charges¹

(T)

A. Package Service

- 1. Option 1 which includes BellSouth Business Plus® service Option 1

	Monthly Rate	USOC	
(a) Each 1-line package	\$75.00	COM11	(R)
(b) Each 2-line package	136.00	COM12	(R)
(c) (Obsoleted 11-18-99, See A103.45)			
(d) Each 3-line package	196.00	COM1H	(R)
(e) Each 4-line package	247.00	COM14	(R)
(f) Each 5-line package	295.00	COM15	(R)
(g) Each 6-line package	344.00	COM16	(R)
(h) Each 7-line package	392.00	COM17	(R)
(i) Each 8-line package	441.00	COM18	(R)
(j) Each 9-line package	489.00	COM19	(R)

- 2. Option 2 which includes BellSouth Business Plus® service Option 2

(a) Each 1-line package	52.00	COMP1	(R)
(b) Each 2-line package	92.00	COMP2	(R)
(c) (Obsoleted 11-18-99, See A103.45)			
(d) Each 3-line package	131.00	COMPH	(R)
(e) Each 4-line package	165.00	COM24	(R)
(f) Each 5-line package	198.00	COM25	(R)
(g) Each 6-line package	232.00	COM26	(R)
(h) Each 7-line package	267.00	COM27	(R)
(i) Each 8-line package	301.00	COM28	(R)
(j) Each 9-line package	336.00	COM29	(R)

- 3. Flat Rate Option which includes a flat rate business line

(a) Each 1-line package	52.00	COMF1	(R)
(b) Each 2-line package	92.00	COMF2	(R)
(c) Each 3-line package	131.00	COMF3	(R)
(d) Each 4-line package	165.00	COMPF	(R)
(e) Each 5-line package	198.00	COMF5	(R)
(f) Each 6-line package	232.00	COMF6	(R)
(g) Each 7-line package	267.00	COMF7	(R)
(h) Each 8-line package	301.00	COMF8	(R)
(i) Each 9-line package	336.00	COMF9	(R)

Note 1: Rate reductions will be implemented October 13, 2002.

(N)

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 KENTUCKY
 ISSUED: May 27, 2005
 BY: E.C. Roberts, Jr., President - KY
 Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
 Fourth Revised Page 67
 Cancels Third Revised Page 67
 EFFECTIVE: June 13, 2005

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice for Business Package (Cont'd)

A3.45.2 Rates and Charges (Cont'd)

- B. Service charges specified in Section A4 of this Tariff are applicable for the installations of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Complete Choice for Business package.
- C. Service charges do not apply for transactions which only involve additions, deletions or changes to the services or features provided as part of a Complete Choice for Business package.

A3.45.3 Term Plan

- A. The Complete Choice for Business package Term Plan is available for any business customer who subscribes to a Complete Choice for Business package.
- B. For a Term Plan election dated prior to October 1, 2002, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding. For a Term Plan election dated on or after October 1, 2002, the Complete Choice for Business package Term Plan offers rewards that apply to the rates shown in A3.45.2 preceding. For a Term Plan election dated on or after May 1, 2005, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding.
- C. A termination liability will be assessed to a subscriber who terminates the service prior to the expiration of the term commitment. For a Complete Choice for Business package Term Plan election dated prior to October 1, 2002, the amount to be assessed will be equal to the amount of the discounted charges that the subscriber received as a result of the subscriber's participation in the Term Plan. For a Complete Choice for Business package Term Plan election dated on or after October 1, 2002, the amount to be assessed will be equal to the termination multiplier specified in D. following multiplied by the number of months remaining on the term.
- D. The Complete Choice for Business package Term Plan discounts or rewards, and termination multipliers are as follows:

	Term	Discount or Reward	Termination Multiplier
1. For Term Plan elections dated on or after July 1, 2003	12 months	8%	\$20.00
2. For Term Plan elections dated on or after July 1, 2003	24 months	15%	20.00
3. For Term Plan elections dated on or after July 1, 2003	36 months	25%	20.00
4. For Term Plan elections dated prior to July 1, 2003	24 months	5%	5.00
5. For Term Plan elections dated prior to July 1, 2003	36 months	8%	5.00

- E. A customer who has twelve months or less remaining on a Complete Choice for Business package Term Plan of the type specified in D.4. or D.5. preceding or any other BellSouth Small Business Services local exchange service term plan, program or promotion that includes provisions for a termination liability may terminate the qualifying existing plan, program or promotion without incurring termination liability by establishing a new Complete Choice for Business package Term Plan election that provides a number of business access lines equal to or greater than the terminated plan, program or promotion.
- F. Subscribers who participate in a *new Term Plan on or after May 1, 2005*, and subscribe to new service during the term under the Complete Choice for Business package, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable. (C)
- G. For a Term Plan election dated on or after May 1, 2005, unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber term election agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle. For a Term Plan election dated prior to May 1, 2005, if the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.

REQUEST: If the utility has an "unlimited" plan, are there use restrictions or other limitations on the plan? If yes, describe these restrictions and reference the utility's tariff.

RESPONSE: See response to Item No. 1. The BellSouth tariff pages are also attached in Item No. 1.

REQUEST: How and when are customers or potential customers notified of the limitations on the unlimited plan? Describe the notification.

RESPONSE: BellSouth sales associates advise customers purchasing AP and APCC services at the time of sale that they will be billed for calls to telephone exchanges located outside of the BellSouth service area once the total minutes of usage of such calls exceeds 1,000 minutes. Calls exceeding the 1,000 minutes are billed at a rate of \$.08 per minute.

In addition, within one to two weeks of ordering the service, AP and APCC customers receive *Welcome Packages* that include service descriptions and rate confirmation as well as information advising them of the service use restrictions as set forth above. Customers are also provided a listing of the exchanges that are subject to the 1,000 minute allowance each month.

Similarly, Business Plus customers are provided with a description of the service options at the time of sale and are also mailed a service description in their *Customer Information Documents*.

REQUEST: If third parties (agents, telemarketers, consignees, etc.) market, advertise, or otherwise offer end-users the utility's unlimited plan, explain how those "marketers" are required to verify compliance with the notice requirements.

RESPONSE: BellSouth's third party agents do not proactively market AP or APCC. However, in the event a customer requests the service, BellSouth's third party agents are instructed to notify the customers of the use limitations set forth in BellSouth's tariffs.

Third party agents do proactively market BellSouth's CCFB service. Because Business Plus is a selectable option under the CCFB plan, BellSouth's third party agents are required to provide customers with an explanation of the Business Plus Service Options.

Additionally, customers purchasing service from a BellSouth authorized third party will receive the *Welcome Package* and *Customer Information Documents* described in the response of Item No. 3.

REQUEST: Assuming a customer has subscribed to an "unlimited" plan that has use limitations, is the customer notified when the limitations are exceeded? If yes, how is the customer notified?

RESPONSE: BellSouth does not notify AP/APCC customers when they have exceeded their 1,000 minutes of use. BellSouth provided notice to its customers in Kentucky in the Spring of 2003 prior to instituting the AP/APCC 1,000 minute use limitation. Notification was provided via direct mail and via newspaper publication for three consecutive weeks. For a reasonable period of time beyond the effective date of the tariff change, BellSouth provided adjustments for customers who disputed the new usage charges.

REQUEST: How and when are customers notified that changes have been made to the plan?

RESPONSE: Because BellSouth's plans referenced in these data responses are covered by tariffs, changes to BellSouth plans are made as revisions to the applicable tariffs on file with the Commission. In addition, the information on BellSouth's website provides updated descriptions consistent with any revisions to those tariffs.

REQUEST: Are customers able to check the number of minutes they have used in order to determine if they will exceed the plan's limitations?

RESPONSE: BellSouth's systems do not have the functionality to provide customers with a running total of minutes of use and therefore customers are unable to check the number of minutes used. For its AP/APCC services, a review of last month's data indicates that 99% of its customers do not exceed 1,000 minutes of calls to exchanges located outside of BellSouth's service area.

REQUEST: Explain why the utility markets, names, or describes a plan as "unlimited" when limits on the plan exist.

RESPONSE: For these services where BellSouth has used the term unlimited to describe the service, the vast majority of the customers essentially experience no limitation on their use of the service. To the extent that BellSouth uses the term "unlimited" to describe the calling scope of its products and services such as AP/APCC and Business Plus Service, BellSouth clearly and consistently provides usage limitations in its tariffs and website descriptions for those services and informs the customers of any use restriction and additional charges that may apply.

REQUEST: Explain how the utility ensures that the unlimited plan is offered and the rates, terms, and conditions of service are applied without discrimination as required by KRS 278.170(1).

RESPONSE: The rates, terms and conditions of the AP/APCC and Business Plus services are set forth in BellSouth's General Subscriber Service Tariff. BellSouth incorporates this information into the systems that are used to bill its customers for these services. This ensures that the rates, terms and conditions for these services are applied on a non-discriminatory basis.

REQUEST: Provide summary records of all complaints received by the utility regarding any unlimited plans offered in Kentucky since January 1, 2001. Include the date that the complaint was opened, customer class, description of complaint, description of complaint resolution, and date that the complaint was closed.

RESPONSE: See attached summary.

BellSouth Telecommunications, Inc.
 KY Adm Case No. 2005-00186
 KY PSC's Request for Information
 June 22, 2005
 Item No. 10
 ATTACHMENT

<u>Complaint Opened</u>	<u>Class</u>	<u>Complaint Description</u>	<u>Resolution</u>	<u>Date Closed</u>
5/16/03	Residential	Area Plus customer received notification of cap and had questions regarding the change.	Svc. Rep. explained plan and advised BST would issue adjustments for any disputed billing for three months after the tariff became effective.	5/16/03
6/16/03	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. explained plan and issued adjustment for the billing.	7/2/03
7/16/03	Residential	Area Plus customer disputing Area Plus usage charges.	Svc. Rep. explained plan and issued adjustment for the billing.	7/21/03
7/25/03	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. issued adjustments for the disputed charges and explained how the plan works.	9/3/03
7/28/03	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. explained plan and issued adjustments for the billed charges.	7/29/03
7/31/03	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained plan and issued adjustments for the billed charges.	8/1/03
7/31/03	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained plan and issued adjustments for the billed charges.	8/7/03
8/5/03	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. explained plan and issued adjustments for the billed charges	8/7/03

8/25/03	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained plan and issued adjustments for the billed charges	8/28/03
10/13/03	Residential	Area Plus customer requests adjustment for billed charges and requests that BST provide an electronic notification once he exceeds the 1000 minutes per month.	Customer was advised by Svc. Rep. that BST does not have the network capability to provide an electronic notification advising him that 1000 minute limit had been reached. Adjustment issued for the billed charges.	12/5/03
10/27/03	Residential	Area Plus customer requests that BST provide an electronic notification once he exceeds the 1000 minutes per month.	Svc. Rep. advised the customer that systems do not have the functionality to provide minutes available on a real time basis.	10/27/03
11/6/03	Residential	Area Plus customer states they did not receive notice of 1000 minute cap and wants charges credited.	Svc. Rep. issued adjustments for the disputed overage charges and explained the plan to the customer.	11/11/03
12/5/03	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	12/9/03
1/5/04	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	1/8/04
1/12/04	Residential	Area Plus customer stated unaware of 1000 minute cap. Was billed for overages.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	1/13/04
1/28/04	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	3/23/04
2/10/04	Residential	Area Plus customer states	Svc. Rep. explained	2/16/04

		they did not receive notice of 1000 minute cap.	the plan and issued adjustments for the billed charges.	
2/12/04	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	2/16/04
2/16/04	Residential	Area Plus customer said they were billed for calls that used to be under the plan. Customer said they were not noticed of the 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	2/25/04
3/30/04	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges	3/31/04
4/19/04	Residential	Area Plus customer said they did not receive notice of 1000 minute cap and were billed for charges.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	4/20/04
5/4/04	Residential	Area Plus customer was billed for minutes over the 1000 minute cap.	Svc. Rep. attempted to contact the customer; however, the customer cancelled service and did not respond.	5/10/04
6/10/04	Residential	Area Plus customer states they did not receive notice of 1000 minute cap.	Svc. Rep. explained the plan and issued adjustments for the billed charges.	6/14/04