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Meraj Abdul-Qadir, Certified Paralegal
Lead Paralegal
Interrogatory Manager

July 21, 2005

RECEIVED

JUL 22 2005

PUBLIC SERVICE
COMMISSION

Beth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

Via Overnight Delivery

Re: Qwest's Response to Kentucky Public Service Commission
Set 1; Administrative Case No. 2005-00186

Dear Ms. O'Donnell:

Enclosed are an original and five copies of Qwest's response to PSC's first set of data requests in Administrative Case No. 2005-00186.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Meraj Abdul-Qadir". The signature is written in a cursive style.

Meraj Abdul-Qadir
Lead Paralegal - Interrogatory Manager

/mfa

Enclosures

Kentucky
2005-00186
PSC 1-001

INTERVENOR: Public Service Commission

REQUEST NO: 001

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:

Qwest Choice Unlimited - Residence

The intrastate plan is described in the Qwest P.S.C. Ky No.1. The Qwest Choice Unlimited Plan allows a residential customer to complete direct dialed voice calls between any two points within the state. This plan is provisioned in conjunction with the interstate Qwest Choice Unlimited Plan under which Qwest provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Qwest Rates and Services Schedule (RSS), and customer eligibility under this plan are specified in the Qwest RSS. The Qwest Choice Unlimited Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Choice Unlimited Plan for residential customers. The Qwest Choice Unlimited Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto-dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. And, it is for residential (not business) use. Essentially, this plan is for residential, voice calling from the customer's home telephone; that is, traditional long distance communications for residential customers. The Company may monitor the customer's usage to verify that the customer's use of the Qwest Choice Unlimited Plan is consistent with the Plan description. If the customer's usage exceeds 5,000 Minutes Of Use in any month, the customer must demonstrate to the Company that the customer's use is consistent with the Plan description. Where the customer acknowledges that their use is for business purposes, or they use equipment prohibited by the tariff (auto-dialer, predictive dialing systems, etc.), or they use the plan to access the internet, or they fail to respond to the Company request, the customer must select another plan or the Qwest Choice Unlimited Plan will be discontinued to that customer. Where the customer indicates that their use is for residential, voice calling, the Plan is continued and their account is noted for future reference. Of course, if it is otherwise clear that the customer's use is inconsistent with the Plan, the Company may suspend it, with notice to the customer, too. In no event do added fees apply for use inconsistent with the Plan.

The Plan description is communicated to customers at the time of sale and with a confirmation letter sent to the customer immediately after service has been established.

The interstate plan is described in the Qwest Rates and Services Schedule, and it is comparable to the intrastate version of the Plan; the same limitations apply.

Qwest Unlimited Calling Plan - Residence

The intrastate plan is described in the Qwest P.S.C. Ky No.1. The Qwest Unlimited Calling Plan offering will allow a residential customer to complete voice calls between any two points within the state. The Qwest Unlimited Calling Plan offering provides the customer with all of their domestic 1+ dialed interstate, interLATA and intraLATA calls for a monthly fee. This plan is provided in conjunction with interstate Qwest Unlimited Calling Plan. The Qwest Unlimited Calling Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Unlimited Calling Plan. The Qwest Unlimited Calling Plan does not permit the customer to make business calls.

The interstate plan is described in the Qwest Rates and Services Schedule, and it is comparable to the intrastate version of the Plan; the same limitations apply.

The Company may monitor the customer's usage to verify that the customer's use of the Plan is consistent with the Plan description. If the customer's usage exceeds 5,000 minutes of use in any month, the customer must demonstrate to the Company that the customer's use is consistent with the Plan (similar to the process described above). Of course, if it is otherwise clear that the customer's use is inconsistent with the Plan, the Company may suspend it, with notice to the customer, too. In no event do added fees apply for use inconsistent with the Plan.

The Plan description is communicated to customers at the time of sale and with a confirmation letter sent to the customer immediately after service has been established.

(This plan is no longer actively marketed.)

Qwest Choice Unlimited - Business

The intrastate plan is described in the Qwest P.S.C. Ky No.1. The Qwest Choice Unlimited Plan will allow a business customer to complete direct dialed voice calls between any two points within the state. This plan is provisioned in conjunction with the interstate Qwest Choice Unlimited Plan under which Qwest provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Qwest Rates and Services Schedule (RSS), and customer eligibility under this plan are specified in the Qwest RSS. The Qwest Choice Unlimited Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Choice Unlimited Plan for business customers. The Qwest Choice Unlimited Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto-dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Qwest Choice Unlimited Plan is available to all business customers that have no more than a total of ten business lines per location. The Company may monitor the customer's usage to verify that the customer's use of the Qwest Choice Unlimited Plan is consistent with the Plan description. If the customer's

usage exceeds 3,000 Minutes of Use in any month, the customer must demonstrate to the Company that the customer's use of the Plan is consistent with the Plan description (similar to the process described above).

Restrictions on the use of the plan are communicated to customers at the time of sale and with a confirmation letter sent to the customer immediately after service has been established.

The interstate plan is described in the Qwest Rates and Services Schedule, and it is comparable to the intrastate version of the Plan; the same limitations apply.

See Attachment A, KY PSC.pdf, for a copy of the Qwest P.S.C. KY No.1. See Attachment B, RSS Choice Unlimited Res.pdf, for a copy of the Qwest RSS for the Choice Unlimited - Residence plan, Attachment C, RSS Unlimited Calling, for a copy of the Qwest RSS for the Qwest Unlimited Calling Plan - Residence, and Attachment D, RSS Choice Unlimited Bus.pdf, for a copy of the Qwest RSS for the Qwest Choice Unlimited - Business plan.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES (Continued)

103. Qwest Unlimited Calling Plan

(D)
(N)

A. General Description

The Qwest Unlimited Calling Plan offering will allow a residential customer to complete voice calls between any two points within the state. The Qwest Unlimited Calling Plan offering provides the customer with all of their domestic 1+ dialed interstate, interLATA and intraLATA calls for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate Qwest Unlimited Calling Plan.
2. The Qwest Unlimited Calling Plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation. The Qwest Unlimited Calling Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Unlimited Calling Plan.
3. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the Qwest Unlimited Calling Plan.
4. The Qwest Unlimited Calling Plan does not permit the customer to make business calls.
5. The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.

(N)

All Material on this Sheet is New.

DATE OF ISSUE: August 27, 2003

DATE EFFECTIVE: August 28, 2003

ISSUED BY Carol P. Kuhnow

Regional Director, Policy and Law

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES (N)
103. Qwest Unlimited Calling Plan (Cont'd)

C. Rates and Charges

	<u>INTERLATA RATE</u>	<u>INTRALATA RATE</u>	
•All Time Periods -Per Minute	-	-	
	MONTHLY RATE		
•Monthly Fee -Per Line		\$30.00	(N)

All Material on this Sheet is New.

DATE OF ISSUE: August 27, 2003

DATE EFFECTIVE: August 28, 2003

ISSUED BY Carol P. Kuhnow

Regional Director, Policy and Law

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES (Continued)

107. Qwest Choice Unlimited Plan – Residence

(N)

General Description

The Qwest Choice Unlimited Plan will allow a residential customer to complete direct dialed voice calls between any two points within the state.

Terms and Conditions

1. This plan is provisioned in conjunction with the interstate Qwest Choice Unlimited Plan under which Qwest provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Qwest Rates and Services Schedule (RSS), and customer eligibility under this plan are specified in the Qwest RSS.
2. The Qwest Choice Unlimited Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Choice Unlimited Plan for residential customers.
3. Calls made using the Qwest Choice Unlimited Plan are billed in full minute increments.
4. The Qwest Choice Unlimited Plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
5. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the Qwest Choice Unlimited Plan.
6. Certain restrictions apply. The Qwest Choice Unlimited Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto-dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Company may monitor the customer's usage to ensure that the customer's use of the Qwest Choice Unlimited Plan is consistent with the applicable restrictions. If the Company determines that the customer is in violation of above listed restrictions, the customer shall forfeit eligibility for rates under this plan and will be moved to another usage sensitive plan of the customer's choice.

(N)

DATE OF ISSUE: April 7, 2005

DATE EFFECTIVE: April 10, 2005

ISSUED BY Susan A. Mohr

Regional Director, Public Policy

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES (Continued)

107. Qwest Choice Unlimited Plan – Residence
Terms and Conditions (Cont'd)

(N)

7. If the customer's usage exceeds 5,000 Minutes Of Use in any month, the customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.

8. The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected. No additional fees apply for improper use of service.

9. Call detail is provided.

10. Restrictions on the use of the plan are communicated to customers at the time of sale and with a confirmation letter sent to the customer immediately after service has been established.

Rates and Charges

	INTERLATA	INTRALATA
•All Time Periods -Per Minute	-	-
	MONTHLY RATE	
• Per Line	\$20.00	

(N)

DATE OF ISSUE: April 7, 2005

DATE EFFECTIVE: April 10, 2005

ISSUED BY Susan A. Mohr

Regional Director, Public Policy

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES

111. QWEST CHOICE UNLIMITED PLAN – BUSINESS

(N)

Description

The Qwest Choice Unlimited Plan will allow a business customer to complete direct dialed voice calls between any two points within the state.

Terms and Conditions

1. This plan is provisioned in conjunction with the interstate Qwest Choice Unlimited Plan under which Qwest provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Qwest Rates and Services Schedule (RSS), and customer eligibility under this plan are specified in the Qwest RSS.
2. The Qwest Choice Unlimited Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Choice Unlimited Plan for business customers.
3. Calls made using the Qwest Choice Unlimited Plan are billed in full minute increments.
4. The Qwest Choice Unlimited Plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
5. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the Qwest Choice Unlimited Plan.
6. Certain restrictions apply. The Qwest Choice Unlimited Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto-dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Company may monitor the customer's usage to ensure that the customer's use of the Qwest Choice Unlimited Plan is consistent with the applicable restrictions. If the Company determines that the customer is in violation of above listed restrictions, the customer shall forfeit eligibility for rates under this plan and will be moved to another usage sensitive plan of the customer's choice.

DATE OF ISSUE: April 8, 2005

DATE EFFECTIVE: April 11, 2005

ISSUED BY Susan A. Mohr

Regional Director, Public Policy

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES

111. QWEST CHOICE UNLIMITED PLAN – BUSINESS
Terms and Conditions (Cont'd)

(N)

7. If the customer's usage exceeds 3,000 Minutes of Use in any month, the customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.
8. The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected. No additional fees apply for improper use of service.
9. Call detail is provided.
10. Qwest Choice Unlimited Plan is available to all business customers that have no more than a total of ten business lines per location.
11. Inbound Toll Free services permit customers to receive domestic inbound calls.
12. Restrictions on the use of the plan are communicated to customers at the time of sale and with a confirmation letter sent to the customer immediately after service has been established.

DATE OF ISSUE: April 8, 2005

DATE EFFECTIVE: April 11, 2005

ISSUED BY Susan A. Mohr

Regional Director, Public Policy

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

D. SERVICE OFFERINGS AND RATES

111. QWEST CHOICE UNLIMITED PLAN – BUSINESS (N)

Rates and Charges

1. Switched Access – Outbound, Per-Minute Rates

	INTERLATA RATE	INTRALATA RATE
• All Time Periods - Per Minute	\$0.00	\$0.00

MONTHLY RATE

• Per Line	\$25.00
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2. Charge for Each Toll-Free Number

a. Switched Access – Inbound, Per Minute Rates

MONTHLY RATE

• Per 8XX Number	\$5.00
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	INTERLATA RATE	INTRALATA RATE
• All Time Periods - Per Minute	\$0.05	\$0.05

DATE OF ISSUE: April 8, 2005

DATE EFFECTIVE: April 11, 2005

ISSUED BY Susan A. Mohr

Regional Director, Public Policy

Effective: June 10, 2005

Q. OBSOLETE SERVICE OFFERINGS AND RATES

3. Direct Dial Services (Cont'd)KENTUCKY
DOCKET NO. 2005-00186
PSC 01-001
ATTACHMENT: Bbo. Qwest Unlimited Calling PlanGeneral Description

The Qwest Unlimited Calling Plan offering allows a residential customer to complete an unlimited number of voice state-to-state calls for a flat-rated monthly fee. The customer automatically receives the Home 800 product. In addition to any other fees, charges and rates, this plan has an Interstate Services Fee and/or charges which are billed per month without regard to usage.

(C)
|
(C)Terms and Conditions

1. This plan is provided in conjunction with the intrastate Qwest Unlimited Calling Plan.
2. Calling Card Service and Home 800 Service are available to residential customers subscribing to this plan.
3. Residential plans are available to all residential customers who have no more than five lines at a single location.
4. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.
5. This Plan's monthly rate is noted in the interstate and intrastate RSS/Tariff, however, the charge is only billed once per month.
6. To qualify for this Plan, the customer must have direct Company billing.
7. This Plan is not available to business customers.
8. The Company may monitor the customer's usage to ensure that the customer's use of the Plan is consistent with the applicable restrictions and limitations. If the Company has any reason to believe that the customer's usage is not consistent with the applicable restrictions, the Company may terminate the Plan immediately upon notifying the customer, and convert the customer to another usage sensitive plan of the customer's choice.
9. If the customer's usage exceeds 5,000 minutes of use in any month, the customer shall be presumed to be in violation of the applicable restrictions. It shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.
10. Call detail is not provided unless specifically requested by the customer in writing. Provision of call detail may be subject to a separate charge.

Q. OBSOLETE SERVICE OFFERINGS AND RATES

3. Direct Dial Servicesbo. Qwest Unlimited Calling Plan (Cont'd)

(T)

Rates and Charges

	PER MONTH	ALL TIME PERIODS PER MINUTE
• Unlimited Calling Plan, per line[1]	\$30.00	-
• Calling Card		
- With Special Discount	1.00	\$0.25
- Without Special Discount	-	[2]
• Home 800		
- With Special Discount	1.00	0.10
- Without Special Discount	-	[2]
• Interstate Services Fee		
- Per Account	0.99	

Interstate Services Fee

Customers billed for Qwest long distance by their Local Exchange Company (LEC) on behalf of Qwest Communications Corporation are not assessed the Interstate Services Fee.

[1] Monthly recurring rate is applied once for each line with this Unlimited Calling Plan whether the customer has the interstate and/or intrastate Plan.

[2] Standard rate specified elsewhere in this RSS.

Effective: May 20, 2005

D. SERVICE OFFERINGS AND RATES

3. Direct Dial Services (Cont'd)

KENTUCKY
DOCKET NO. 2005-00186

PSC 01-001

c. Qwest Choice Unlimited - Residence

ATTACHMENT: C

(T)

1. Description

The Qwest Choice Unlimited Plan allows a residential customer to complete interstate direct dialed voice calls for a flat rated monthly fee.

(C)

(C)

2. Terms and Conditions

a. This plan is provisioned in conjunction with the intrastate Qwest Choice Unlimited calling plan under which Qwest provides intrastate long distance usage.

(T)

b. Calls made using the Qwest Choice Unlimited calling plan are billed in full minute increments.

(T)

c. The Qwest Choice Unlimited calling plan is only available to customers subscribing to local service from a carrier other than Qwest.

(T)

d. The monthly fee will be billed, in advance, and will apply beginning with customer's first invoice after ordering the Qwest Choice Unlimited calling plan. The monthly fee provides unlimited direct dialed interstate and/or intrastate long distance calling each month.

(T)

(T)

e. Certain restrictions apply. The Qwest Choice Unlimited calling plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Company may monitor customer's usage to ensure that customer's use of the Qwest Choice Unlimited calling plan is consistent with the applicable restrictions. If the Company determines customer is in violation of above listed restrictions, the customer shall forfeit eligibility for rates under this plan and will be moved to a usage sensitive plan of customer's choice.

(T)

(T)

D. SERVICE OFFERINGS AND RATES

3. Direct Dial Services

c. Qwest Choice Unlimited - Residence

2. Terms and Conditions (Cont'd)

- f. If customer's usage exceeds 5,000 Minutes Of Use in any month, customer shall be presumed to be in violation of the applicable restrictions and it shall be responsibility of the customer to demonstrate to the Company that customer's use was not a violation of any of the restrictions. (T)
- g. The Company may take any other action permitted by this Rate and Services Schedule and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected. (T)
- h. Call detail is provided.
- i. Calling Card Service and Home 800 Service are available to residence customers subscribing to this plan.
- j. Residential plans are available to all residential customers who have no more than five lines at a single location.
- k. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.
- l. A discount on the long distance calling plan monthly fee will be offered to customers who subscribe to qualifying Qwest services as identified by the Company. (N)
- (1) To be eligible for the discount under the Qwest Choice Unlimited Plan, a residence customer must subscribe to a Retail Qwest Corporation local package of products and services where available. The eligible retail Qwest Corporation local packages are: Qwest Choice Home, Qwest Choice Two-Line Home, Qwest Choice Home Plus, Qwest Choice Two-line Home Plus, CustomChoice, Two-Line CustomChoice, Two-Line CustomChoice Plus, CustomChoice-Complete, Two-Line CustomChoice-Complete, SelectPak, PopularChoice, Two-Line PopularChoice, ValueChoice, Two-Line ValueChoice, PreferredChoice, Two-Line PreferredChoice, SmartPak, State Choice and Custom Choice.
- (2) The discount applies only to full month billings of the Qwest Choice Unlimited Plan.
- (3) Customer must contact the Company to: a) verify they are eligible for the discount, and, b) to have the discount applied to their Qwest long distance monthly invoice. (N)

3. Rates and Charges

	<u>PER MINUTE RATE</u>	<u>MONTHLY RATE</u>	
• All Time Periods			
- Per Minute	-	-	
• Per Line	-	\$20.00	
• Discount with qualifying retail			(N)
Qwest Corporation local service package			(N)
- Credit Per Account	-	5.00	

- | | | | |
|-----|--|-----------------------|-----|
| D. | SERVICE OFFERINGS AND RATES | KENTUCKY | |
| 3. | Direct Dial Services (Cont'd) | DOCKET NO. 2005-00186 | |
| cf. | <u>Qwest Choice Unlimited - Business</u> | PSC 01-001 | |
| | | ATTACHMENT: D | (T) |
-
- (1) Description
- The Qwest Choice Unlimited calling plan allows a business customer to complete interstate direct dialed voice calls for a flat rated monthly fee. (C)
(C)
- (2) Terms and Conditions
- (a) This plan is provisioned in conjunction with the intrastate Qwest Choice Unlimited calling plan under which Qwest provides intrastate long distance usage. (T)
- (b) Calls made using the Qwest Choice Unlimited calling plan are billed in full minute increments. (T)
- (c) The monthly fee will be billed, in advance, and will apply beginning with customer's first invoice after ordering the Qwest Choice Unlimited calling plan. The monthly fee provides unlimited direct dialed interstate and/or intrastate long distance calling each month. (T)
(T)
- (d) Certain restrictions apply. The Qwest Choice Unlimited calling plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, non-square electronic key telephone systems hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Company may monitor customer's usage to ensure that customer's use of the Qwest Choice Unlimited calling plan is consistent with the applicable restrictions. If the Company determines customer is in violation of above listed restrictions, the customer shall forfeit eligibility for rates under this plan and will be moved to a usage sensitive plan of customer's choice. (T)
(T)
- (e) If customer's usage exceeds 3,000 Minutes of Use in any month, customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of customer to demonstrate to the Company that customer's use was not a violation of any of the restrictions. (T)
(T)

D. SERVICE OFFERINGS AND RATES

3. Direct Dial Services

cf. Qwest Choice Unlimited - Business

(T)

(2) Terms and Conditions (Cont'd)

(f) The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.

(g) Call detail is provided.

(h) A discount on the long distance calling plan monthly fee will be offered to customers who subscribe to qualifying Qwest services as identified by the Company.

(N)

- To be eligible for the discount under the Qwest Choice Unlimited Plan, a business customer must subscribe to a Retail Qwest Corporation local package of products and services where available. The eligible retail Qwest Corporation local packages are: Qwest Choice Business, Qwest Choice Two-Line Business, Qwest Choice Business Plus, Qwest Choice Two-line Business Plus, Custom Choice Business, Qwest Business Line Plus and Centrex 21.

- The discount applies only to full month billings of the Qwest Choice Unlimited Plan.

- Customer must contact the Company to: a) verify they are eligible for the discount, and, b) to have the discount applied to their Qwest long distance monthly invoice.

(N)

(M)

D. SERVICE OFFERINGS AND RATES

3. Direct Dial Services

cf. Qwest Choice Unlimited - Business (Cont'd)

(3) Rates and Charges

(a) Switched Access – Outbound (Direct Dialed)

- All Time Periods
- Per Minute

PER MINUTE RATE

–

MONTHLY RATE

- Per Line
- Discount with qualifying retail
Qwest Corporation local service package
- Credit Per Account

\$25.00

5.00

(b) Charges for Each Toll-Free Number

(c) Switched Access - Inbound (Toll-Free)

- All Time Periods
- Per Minute

PER MINUTE RATE

\$0.05

MONTHLY RATE

- Per 8XX Number

\$5.00

(M)

(T)

(T)

(M)

(N)

(N)

(M)

(T)

(M)

(M) Material moved from Page 188.2.

Kentucky
2005-00186
PSC 1-002

INTERVENOR: Public Service Commission

REQUEST NO: 002

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 Request No. 1.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-003

INTERVENOR: Public Service Commission

REQUEST NO: 003

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

RESPONSE:

Qwest Communications Corporation consumer and business sales representatives inform customers and potential customers of the limitations on Qwest's unlimited plans when they call for information or to order an unlimited Qwest calling plan. In addition, the plan description and use restrictions are set forth in the fulfillment (welcome) package sent to residence subscribers upon purchase of an unlimited Qwest calling plan.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-004

INTERVENOR: Public Service Commission

REQUEST NO: 004

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:

Third parties are provided scripts that include all appropriate disclosures based on Qwest's legal team approval. Adherence to these scripts in verbatim sections are a term of the third party contractual agreements.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-005

INTERVENOR: Public Service Commission

REQUEST NO: 005

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:

It is not accurate to characterize the Qwest Long Distance Plans described herein as having "limitations" that may be exceeded. The plan descriptions outline certain types of calls for which they are designed. So, for example, if a customer subscribes to a Qwest Choice Unlimited - Residence Plan and uses the Plan for business calls, the customer is not using the plan for its stated purpose. Where Qwest has reason to believe that a customer is using a plan inconsistent with the plan description, the customer will be advised by letter, reminding the customer of the plan description. Where the reason is due to exceeding the 5000 minute per month or 3000 minute per month amount, the customer is requested to contact Qwest to verify that the use is consistent with the applicable plan. Where the customer reasonably explains the use as being consistent with the Plan, the customer will continue with the Plan and a note is entered onto their Qwest account record. If the customer acknowledges that their use is inconsistent with the plan description or that they are using equipment prohibited by the tariff, or if their calling is otherwise inconsistent with the Plan description or they fail to respond to the Company's letter, the customer must select another Plan or the Plan at issue will be discontinued to that customer.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-006

INTERVENOR: Public Service Commission

REQUEST NO: 006

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

RESPONSE:

The Qwest Interstate Interexchange and International Service Agreement for Residential Services states that Qwest reserves the right to modify the charges, terms and conditions under which the Service is provided by posting material changes to the Rate and Service Schedules on our website at least 15 days prior to the effective date of such modification(s) and by providing recorded announcements of price increases at 1-866-467-5635. Qwest may also choose, in its sole and complete discretion, to provide an additional notice such as print advisories in newspapers. Use of the Service will constitute acceptance of any new rates, terms or conditions stated in the Rate and Service Schedules.

The Qwest Interstate Interexchange and International Service Agreement for Commercial Services states that Qwest reserves the right to modify the charges, terms and conditions under which the Service is provided by posting material changes to the Rates and Services Schedules on our website. Use of the Service will constitute acceptance of any new rates, terms or conditions stated in the Rates and Services Schedules.

As a business practice for rate increases, Qwest typically provides customer notification 30 days prior to the effective date via bill message, postcard, or direct mail.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-007

INTERVENOR: Public Service Commission

REQUEST NO: 007

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:

Again, it is not accurate to characterize the Qwest long distance plans described herein as having "limitations" in the number of minutes that may be used. The plan descriptions outline certain types of calls for which they are designed, and exceeding a certain number of minutes in a month simply triggers an obligation on the part of the customer to demonstrate, when requested, that the customer's use is consistent with the plan description. That said, Qwest consumer customers can check the number of minutes they have used by accessing their 'My Account' or 'Manage My Account' information on the Qwest website www.qwest.com, or, by speaking to a Qwest customer service agent at 1-800-860-2255. Qwest business customers can check the number of minutes they have used by speaking to a Qwest customer service agent at 1 800-860-1020.

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-008

INTERVENOR: Public Service Commission

REQUEST NO: 008

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

RESPONSE:

See responses to 001, 005, and 007. The telecommunications industry has a long history of products and services that are designed for certain uses. For example, residential local service is invariably subject to restrictions that limit its use for business purposes. The Qwest Long Distance Plans that are described, here, are perfectly consistent with these traditional criteria. Again, it is not accurate to characterize these Qwest long distance Plans as having "limits" in the manner suggested by the Request. Customers may use as many minutes as they wish, so long as those minutes are consistent with the plan - generally traditional, 1+, manually dialed, voice, long distance calls (and for non-business purposes in connection with the residence plans.)

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-009

INTERVENOR: Public Service Commission

REQUEST NO: 009

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 Qwest Choice Unlimited plans are available to qualified residential and small business customers, as applicable. Qwest has no reason to believe, and cannot understand how the Plans or the Plan Descriptions might be considered "discriminatory".

Respondent: Sharon Alvarado, Regulatory Support Manager, Denver, CO

Kentucky
2005-00186
PSC 1-010

INTERVENOR: Public Service Commission

REQUEST NO: 010

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:

1. Customer on a capped call plan. Complaint was opened January 26, 2005 for a residential customer. The complaint was in regards of the customer's account being disconnected for non-pay. The complaint was responded to on the same day as it was received, January 26, 2005 in which an explanation for why the account was disconnected (bill was sent to the wrong address). The address was corrected, account restored, and apology extended.

2. Customer on a capped call plan. Complaint was opened on June 10, 2005 for a residential customer. The complaint was in regards to the customer's account being disconnected for non-pay. The complaint was responded to on the same day as it was received, June 10, 2005 in which an explanation that the account was disconnected for the customer's failure to pay the bill in a timely fashion. The customer paid the balance due on the account and service was restored.

Respondent: Scott Belka, Qwest Manager