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July 8, 2004

Ms. Beth Salak  
Director Of Competitive Markets and Enforcement  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

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

General Subscriber Service Tariff  
Section A2 - First Revised Page 33.22  
- First Revised Page 33.23

The purpose of this filing is to clarify language in the General Subscriber Service Tariff, Section A2.10 Special Promotions, for the 2004 Key Customer Promotion.

Please acknowledge receipt of this tariff by signing and returning the second copy of this letter.

Yours very truly,



Regulatory Vice President

Attachment(s)

## EXECUTIVE SUMMARY

### Description of Proposed Tariff

The purpose of this filing is to clarify tariff language in the General Subscriber Service Tariff, Section A2.10 Special Promotions, for the 2004 Key Customer Promotion.

The proposed tariff language clarifies the following:

- (1) In the event the subscriber terminates the term election agreement, the subscriber agrees to pay liquidated damages to BellSouth as provided in the tariff, plus any special promotional rewards received. The new language specifies that the special promotional rewards apply to non-recurring one-time rewards provided for signing up for the 2004 Key Customer Program.
- (2) Additional new language clarifies that subscriber's who will not be assessed termination charges must maintain some level of local regulated service with BellSouth *under this agreement*, for the agreed upon term.
- (3) Language is added to specify that BellSouth will provide written and/or verbal reminders to the subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration.

The proposed effective date of this filing is July 23, 2004.

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)  subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the subscriber's term election agreement order. Subscribers will earn for each such month of the term a reward in an amount equal to the applicable reward percentage times subscriber's Monthly Billed BellSouth Regulated Charges; in addition, if applicable, the subscriber will earn for each month of the term a reward for Hunting Service equal to the applicable reward percentage times subscriber's Hunting charge.  -- In the event the subscriber terminates the term election agreement, the subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term, plus any special promotional rewards received. <i>Special promotional rewards apply to nonrecurring one-time rewards provided for signing up for the 2004 Key Customer Program.</i> These charges will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No charge will be assessed if the subscriber maintains some level of local regulated service with BellSouth, <i>under this agreement</i> , for the agreed upon term. Payment of this charge does not release the subscriber from other previous amounts owned to BellSouth.		(T)

**A2. GENERAL REGULATIONS**

**A2.10 Special Promotions (Cont'd)**

**A2.10.2 Descriptions (Cont'd)**

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)  Set charge to be multiplied by number of months remaining on term after disconnect \$30		
	-- Subscribers with BellSouth Centrex service, BellSouth MultiServ service and BellSouth ESSX with Secondary Location Addresses not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.		
	-- Once enrolled, if the subscriber moves to a location outside the specified wire center, the term election agreement will continue throughout the remaining term.		
	-- Unless the subscriber notifies BellSouth in writing of its intent not to renew for another like Term under the Promotion at least sixty days (60) prior to expiration, then upon expiration of the initial Term, the Agreement shall be automatically renewed for the same Term initially selected. <i>BellSouth will provide written and/or verbal reminders to the subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending on the subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.</i>		(T)
	-- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this promotion.		
	-- The term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.		

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)		(N)
	subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the subscriber's term election agreement order. Subscribers will earn for each such month of the term a reward in an amount equal to the applicable reward percentage times subscriber's Monthly Billed BellSouth Regulated Charges; in addition, if applicable, the subscriber will earn for each month of the term a reward for Hunting Service equal to the applicable reward percentage times subscriber's Hunting charge.		(N)
	-- In the event the subscriber terminates the term election agreement, the subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term, plus any special promotional rewards received. <u>Special promotional rewards apply to nonrecurring one-time rewards provided for signing up for the 2004 Key Customer Program.</u> These charges will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No charge will be assessed if the subscriber maintains some level of local regulated service with BellSouth, <u>under this agreement</u> , for the agreed upon term. Payment of this charge does not release the subscriber from other previous amounts owed to BellSouth.		(L) (N)

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)  Set charge to be multiplied by number of months remaining on term after disconnect \$30		
	-- Subscribers with BellSouth Centrex service, BellSouth MultiServ service and BellSouth ESSX with Secondary Location Addresses not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.		
	-- Once enrolled, if the subscriber moves to a location outside the specified wire center, the term election agreement will continue throughout the remaining term.		
	-- Unless the subscriber notifies BellSouth in writing of its intent not to renew for another like Term under the Promotion at least sixty days (60) prior to expiration, then upon expiration of the initial Term, the Agreement shall be automatically renewed for the same Term initially selected. <u>BellSouth will provide written and/or verbal reminders to the subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending on the subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.</u>		
	-- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this promotion.		
	-- The term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.		