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September 1, 2005

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing revisions to our General Subscriber Service Tariff. Attached for filing with the Commission are the following tariff pages:

General Subscriber Service Tariff

- Section A2 - 4th Revised Table of Contents Page 2
- 1st Revised Page 26

This revision will waive termination liability charges in some cases when a business customer files for bankruptcy.

Acknowledgment, date of receipt and authority number of this filing are requested.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachment

EXECUTIVE SUMMARY
Economic Waiver Exception to Termination Liability for Business Customers
(2005-193)

Introduction

This filing will waive termination liability charges for BellSouth Local Term Election Agreement program or promotion for business customers that file for bankruptcy.

Proposed Tariff

This filing will waive early termination liability charges associated with BellSouth Local Exchange Term Election Agreement plan program or promotion for business customers who voluntarily file for bankruptcy. This exception is a one-time waiver.

Revenue Impact

There is no revenue impact.

Impact on Customers

There is no customer impact.

Cost Impact

There is no impact on costs.

ISSUED: September 1, 2005 ISSUED: July 1, 1996

EFFECTIVE: September 16, 2005 EFFECTIVE: July 15, 1996

BY: Marshall M. Criser III, President - FL BY: Joseph P. Laeher, President - FL
Miami, Florida

A2. GENERAL REGULATIONS¹

(N)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

L. Exception To Termination Liability For State, County, And Municipal Governments
(See A2.4.8 of this Tariff.)

M. Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D. preceding.
7. All regulations and charges for changes made to the service coincident to the move shall apply.
8. All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

(N)

BellSouth will waive early-termination liability charges associated with a BellSouth Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to BellSouth, must disconnect all their local exchange service as a result of going out of business, must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.

(N)

A2.5 Liability of the Company

A2.5.1 Service Irregularities

The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects in the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities or services occurs.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this Filing.

A2. GENERAL REGULATIONS

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A2. GENERAL REGULATIONS

(T)

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