

April 26, 2011

Ms. Renee J. Jenkins  
Docketing Division Chief  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

RE: Amendment to Case No. 11-2527-TP-ATA

Dear Ms. Jenkins:

With this filing Cincinnati Bell Any Distance Inc. is making an amendment to Case No. 11-2527-TP-ATA. This amendment is being made to submit a replacement tariff for the tariff that was withdrawn. The Replacement tariff includes liability language pertaining to N11 Services.

If you have any questions regarding this filing please contact me on 513-397-1296 or by email at [Kathy.campbell@cinbell.com](mailto:Kathy.campbell@cinbell.com).

Sincerely,

/s/ Kathy Campbell  
Regulatory Specialist

LOCAL EXCHANGE SERVICES TARIFF PUCO NO. 1

Cincinnati Bell Any Distance Inc.

Introduction  
Original Page 1

CINCINNATI BELL ANY DISTANCE INC.

REGULATIONS  
TO LOCAL EXCHANGE SERVICES

CASE NUMBER 11-2527-TP-ATA

THIS LOCAL EXCHANGE SERVICES TARIFF PUCO NO. 1  
CANCELS, SUPERCEDES, AND REPLACES THE COMPANY'S  
LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF PUCO NO. 1  
IN ITS ENTIRETY

90-9342-TP-TRF

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Issued: April 26, 2011

Effective: April 26, 2011

By: Ted Heckmann, Assistant Secretary  
And Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2527-TP-ATA

N11 REGULATIONS

A. EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

All 911 charges associated with resold service will be passed through to customer.

B. 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

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N11 REGULATIONS

B. 811 SERVICE (continued)

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

There is no charge for 811 Service.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited as follows.

1. In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidsableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
2. The Company's failure to provide or maintain facilities under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.
3. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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N11 REGULATIONS

B. 811 SERVICE (continued)

4. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under the Tariff or Service Agreement as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
5. The Company shall not be liable for any damages, including usage charges that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.
6. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the courts responsibility to determine the validity of the exculpatory clause.

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**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 11-2527-TP-ATA**

Summary: Amended Application Amending filing to add a replacement tariff. electronically filed by Kathleen M Campbell on behalf of CINCINNATI BELL ANY DISTANCE INC.