June 23, 2011

Ms. Renee Jenkins Commission Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793

RE: Insight Phone of Ohio, LLC

Case No. 11-3837-TP-TPA Case No. 90-9294-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing with the Commission are revisions to Insight Phone of Ohio, LLC, Local Service Tariff P.U.C.O. No. 3.

This filing is made at the direction of the commission and contains changes to Tariff No. 3, which replaced Tariff No. 1 in accordance with Commission Order: Case No. 10-1010-TP-ORD. This filing replaces Exhibit B and adds Exhibits D and E.

Please process this filing as a zero-day filing.

If you have any questions or concerns with this filing please contact Gregory Cameron at 917-286-2254 or Janice Boice at 908-823-4349 or Boice.J@insightcom.com.

Yours truly,

**Gregory Cameron** 

Vice President - Telecommunications Legal Affairs

Jugar Camero

**Enclosures** 

cc: Karen Hardie, OCC

## The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

## **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

)	TRF Docket No. 90-9294-T1	P-TRF
) ) )	Case No. <u>11</u> - <u>3837</u> - <b>TP</b> - <b>A</b> 7. NOTE: Unless you have reserved a fields BLANK.	
Y 10019		
	Phone <u>917-286-2254</u>	Fax
		Phone
		Phone
	7 10019	NOTE: Unless you have reserved a fields BLANK.  7 10019

#### Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

<u>Carrier Type</u>	☐ ILEC	X CLEC	☐ CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		Х	
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)			

#### Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
X	Exhibit B	The proposed revised tariff pages.
X	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
X	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule
		4901:1-06-07
X	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to
		Customers.

#### **AFFIDAVIT**

#### Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Gregory Cameron

, and am authorized to make this statement on its behalf.

Vice President

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) May 19, 2011

at (Location) 810 7<sup>th</sup> Ave., 41<sup>st</sup> Floor, New York, NY 10019

\*(Signature and Title)

(Date) May 19, 2011

Telecom Legal Affairs

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the

#### **VERIFICATION**

1,	, <u> </u>
ve	erify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information
su	ubmitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Date) May 19, 2011

Signature and Title)

Vice President - Telecom Legal Affairs

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio Attention: Docketing Division** 180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

# EXHIBIT A SUPERSEDED TARIFF PAGES

#### REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

## **INSIGHT LOCAL SERVICE**

PROVIDED BY

## INSIGHT PHONE OF OHIO, LLC D/B/A INSIGHT PHONE

WITHIN THE STATE OF OHIO

### **INSIGHT PHONE** OF OHIO, LLC

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ISSUED: April 18, 2008

EFFECTIVE: April 18, 2008

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case. No. 08-0533-TP-TRF

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**INSIGHT PHONE** OF OHIO, LLC

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#### 1. APPLICATION OF TARIFF

#### 1.1. GENERAL

This Tariff applies to the furnishing of Insight Local Service, defined herein, by Insight Phone of Ohio, LLC d/b/a Insight Phone (hereinafter referred to as the "Company"). Insight Local Service is furnished for the use of end users in placing and/or receiving local telephone calls within a Local Calling Area, or in placing intrastate calls within the state of Ohio. Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available. Rates and regulations regarding long distance service are provided in the Insight Ohio Long Distance Service Guide, http://www.insightcom.com/tariffs.htm.



The provision of Insight Local Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other Tariffs or Service Guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by Public Utilities Commission of Ohio.

#### 1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in rate
- (N) To signify a new rate or regulation
- (R) To signify a reduction in rate
- (T) To signify a change in text but no change in rate or regulation

INSIGHT PHONE OF OHIO, LLC

**SECTION 1** Original Sheet 2

#### 1. APPLICATION OF TARIFF

#### 1.3. **DEFINITIONS**

#### Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of charges for services furnished to that customer.

#### **Customer Premises**

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

#### Local Calling Area

The area in which a customer of the Company's Local Service may complete calls without incurring long distance charges.

#### **Local Service**

Local Service provides the customer with an access line and usage within a Local Calling Area for the transmission of two-way interactive switched voice or data communications.

#### **Local Serving Area**

The area in which the Company has the capability to provide Local Service.

#### "Public Utilities Commission" or "Commission."

The Public Utilities Commission of Ohio.

#### Residential Service

Service is classified and charged for as Residential Service where the primary use of the service is of a domestic nature and where the business use, if any, is incidental.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 1

#### 2. GENERAL REGULATIONS

The Company will comply with all of the Commission's Minimum Telephone Service Standards set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.). Service is also provided in accordance with the Commission's telephone service requirements as set forth on the Telephone Service Requirements Form.

#### 2.1. UNDERTAKING OF THE COMPANY

#### **2.1.1. GENERAL**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

#### 2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of local service, such as medical certificates or third party verifications.

Service will be provided on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of the obligation to pay any charges incurred under the service orders, if any, and this Tariff prior to termination. The customer's rights and obligations incurred under this Tariff, which by their nature extend beyond termination of service, shall survive such termination; e.g., usage charges billed after termination is requested.

#### 2. GENERAL REGULATIONS

#### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.3. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff, and in compliance with the Commission's Minimum Telephone Service Standards as set forth in O.A.C. 4901:1-5-16. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to the customer.
- D. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- E. The customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- F. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities. Where no Network Interface Device is available, no charges will apply.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 3

#### 2. GENERAL REGULATIONS

#### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.3. Provision of Equipment and Facilities (Cont'd)

- G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.
- H. The Company, in compliance with O.A.C. 4901:1-5-17, is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

#### 2. GENERAL REGULATIONS

#### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.4. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

#### 2.1.5. CUSTOMER EQUIPMENT

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

#### A. Station Equipment

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the customer shall maintain the Company-provided equipment, and the electric power consumed by such equipment, shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense, in compliance with O.A.C. 4901:1-5-17.

#### 2. GENERAL REGULATIONS

#### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.5. CUSTOMER EQUIPMENT (CONT'D)

#### B. Inspections

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions, or (b) acts in a way that may cause immediate harm to the local network or other Company services. Such denials of service will be made in compliance with O.A.C. 4901:1-5-17.

#### 2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, immediately and upon written notice to the customer, discontinue or suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services, in compliance with O.A.C. 4901:1-5-17.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

#### 2. GENERAL REGULATIONS

#### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)

#### A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

- 1. Using the service to make calls that might reasonably be expected to frighten, abuse, torment, or harass another.
- 2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

#### B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

- 1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
- 2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.
- 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
- 4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
- 5. Refusing to provide payment or guarantor for the payment for service(s), advance payments where special construction is involved, or deposits, as specified in this Tariff, and in O.A.C. 4901:1-5-14 and 4901:1-5-17.

# INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 7

#### 2. GENERAL REGULATIONS

#### 2.2. LIABILITY OF THE COMPANY

#### 2.2.1. SERVICE LIABILITY

- A. 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, for direct or consequential damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications carrier, other service provider or other entity or person that furnishes a portion of a service or facility required to provide the service or portion thereof.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The customer shall indemnify, defend, and hold harmless the Company from any and all claims by any person relating to the services so provided.

#### 2. GENERAL REGULATIONS

#### 2.2. LIABILITY OF THE COMPANY (CONT'D)

#### 2.2.1. SERVICE LIABILITY (CONT'D)

- F. No license under patents or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control, in compliance with O.A.C. 4901:1-5-16.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

#### 2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will provide the affected customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications of the customer's service.

#### 2. GENERAL REGULATIONS

#### 2.2. LIABILITY OF THE COMPANY (CONT'D)

#### 2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

The Company will comply with the Commission's Minimum Telephone Service Standards with regards to credit allowance for interruptions, as set forth in O.A.C. 4901:1-5-16.

- A. The Company will make an adjustment to a subscriber's bill in accordance with paragraph B. of this rule whenever a subscriber's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the Company or after being found by Company to be out of service. The length of the service interruption will be computed on a continuous basis, Saturdays, Sundays, and holidays included. This rule does not apply if the out-of-service condition:
  - 1. Occurs as a result of a negligent or willful act on the part of the subscriber;
- 2. Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- 3. Occurs as a result of a military action, war, insurrection, riot, or strike; or
- 4. Cannot be repaired due to the subscriber missing a repair appointment.

# INSIGHT PHONE OF OHIO, LLC

SECTION 2
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#### 2. GENERAL REGULATIONS

#### 2.2. LIABILITY OF THE COMPANY (CONT'D)

#### 2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS (CONT'D)

- B. If an out-of-service condition exceeds 24 hours but is less than 48 hours, the Company will credit the subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided as follows:
  - 1. The Company will provide a subscriber who experiences an out-of-service condition of 48 hours but less 72 hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.
  - 2. The Company will provide a subscriber who experiences an out-of-service condition of 72 hours but less than 96 hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.
  - 3. The Company will provide a subscriber who experiences an out-of-service condition of at least 96 hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

#### 2. GENERAL REGULATIONS

#### 2.2. LIABILITY OF THE COMPANY (CONT'D)

#### 2.2.4. LIMITATION OF LIABILITY

#### A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

#### B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

#### C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

#### 2. GENERAL REGULATIONS

#### 2.3. OBLIGATIONS OF THE CUSTOMER

#### 2.3.1. RESPONSIBILITY OF THE CUSTOMER

The customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Tariff;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer, or the noncompliance by the customer with these regulations, or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide local service to the customer from the property line to the location of the equipment installed on the customer's premises. Any costs associated with obtaining and maintaining the easements described herein including the costs of altering the structure to permit installation of the Company-provided equipment or facilities shall be borne entirely by, or may be charged by the Company to the customer;
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the easements for which the customer is responsible under this Section; and granting or obtaining permission for Company agents or employees to enter the premises of the customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- F. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

# INSIGHT PHONE OF OHIO, LLC

SECTION 2
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#### 2. GENERAL REGULATIONS

#### 2.3. OBLIGATIONS OF THE CUSTOMER (CONT'D)

#### **2.3.2.** CLAIMS

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 14

#### 2. GENERAL REGULATIONS

#### 2.4. PAYMENTS AND CHARGES

#### 2.4.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

The Company may require customers to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a customer cannot be denied service, on creditworthiness grounds, unless the customer has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in O.A.C. 4901:1-5 and 4901:1-17. In no event shall local exchange service be denied to any local exchange service customer on grounds that the customer has failed to pay for a type of service other than local exchange service.

A customer whose service has been discontinued for non-payment will be required to pay such debt or make other arrangements satisfactory to the Company.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for the same service previously furnished, the Company may suspend or terminate the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

#### 2. GENERAL REGULATIONS

#### 2.4. PAYMENTS AND CHARGES (CONT'D)

#### 2.4.2. BILLING AND COLLECTION

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will comply with the Commission's Minimum Telephone Service Standards with regards to subscriber billing, as set forth in O.A.C. 4901:1-5-15.

The Company will establish a monthly billing date for each customer account. The Company will bill the customer directly each month for all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed monthly, in advance of the month(s) in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due upon receipt, and payment must be received no later than the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice shall be apportioned to past due regulated local service charges, then to any current local charges, before being applied to any toll or non-regulated charges unless the customer pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to current local charges.

#### 2. GENERAL REGULATIONS

#### 2.4. PAYMENTS AND CHARGES (CONT'D)

#### 2.4.3. BILLING DISPUTES

The customer is responsible for notifying the Company either orally or in writing of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges, per O.A.C. 4901:1-5-05. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing.

#### 2.4.4. ADVANCE PAYMENTS

The Company may require a customer to make an advance payment as a condition of continued or new service where special construction is involved. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. The advance payment will not exceed an amount equal to the sum of the applicable nonrecurring charges plus charges for one month of service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction.

#### **2.4.5. DEPOSITS**

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company. The Company agrees to abide by the regulations associated with customer deposits as set forth in O.A.C. 4901:1-5-13(B)(2)(a).

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

#### 2. GENERAL REGULATIONS

#### 2.4. PAYMENTS AND CHARGES (CONT'D)

#### 2.4.6. RETURNED CHECK CHARGE

The customer will be assessed a Returned Check Charge for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the customer to the Company which a financial institution refuses to honor. This charge will apply unless the customer can establish that the charge should not be assessed.

### $\frac{\textbf{MAXIMUM CHARGE}}{\$40.00}$

#### 2.4.7. LATE PAYMENT CHARGE

The Company will assess a late payment charge equal to 1.5% of the balance due on the unpaid portion of the bill if payment is not received by the payment due date.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the customer's bill.

The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

#### 2.4.8. GUARANTORS

The Company will comply with the Commission's Minimum Telephone Service Standards regarding third-party guarantors, as set forth in O.A.C. 4901:1-5-14.

#### 2.4.9. HANDLING OF CUSTOMER COMPLAINTS

The Company will comply with the Commission's Minimum Telephone Service Standards regarding customer complaints, as set forth in O.A.C. 4901:1-5-05.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES

#### 2.5.1. CANCELLATION OF SERVICE

The Company will comply with the Commission's Minimum Telephone Service Standards regarding cancellation of service as set forth in O.A.C. 4901:1-5-17.

#### A Cancellation of Application for Service

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

The special charges described above will be calculated and applied on a case-bycase basis.

#### B. Cancellation of Service

If a customer cancels a service order or terminates service before the completion of the term for any reason whatsoever, the customer agrees to pay to the Company the following:

- 1. All nonrecurring charges reasonably expended by the Company to establish service to the customer;
- 2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company associated with Special Construction;
- 3. All recurring charges specified in the applicable Tariff for the balance of the then current month, prorated for the fraction of the billing cycle in which service was furnished; and
- 4. Any other charges specified in this Tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable as specified in this Tariff.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.2. DISCONTINUATION OF SERVICE

The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or discontinuation of service as set forth in O.A.C. 4901:1-5-17.

- A. Local service may only be disconnected for subscriber nonpayment of charges for local services regulated by the Commission. For purposes of this regulation, local service is defined as every regulated service provided by the Company other than toll service and 900 and 976-like services.
- B Toll service may be disconnected for subscriber nonpayment of toll service, subject to the following conditions:
  - 1. Toll disconnection procedures will comport with all applicable billing, notice, credit/deposit, and disconnection standards set forth in O.A.C. 4901:1-5.
- 2. The Company may enforce the commission-approved, tariffed disconnection procedures of a separate provider of toll services pursuant to a contract entered into between the Company and the separate toll service provider.
- C. Partial payments applied toward any past due amount on a bill or the balance due on a disconnection notice will be apportioned to past due regulated local service charges, then to any current local charges, before being allocated to any toll or non-regulated charges, unless the subscriber pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to current local charges.
- D. The Company will notify, or attempt to notify through any reasonable means, a subscriber before service is refused or disconnected when any of the following conditions exist:
  - 1. A violation of or noncompliance with the Company's rules or tariffs on file with the commission;
  - 2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  - 3. A refusal by the subscriber to permit the Company access to its facilities.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.2. DISCONTINUATION OF SERVICE (CONT'D)

- E. The Company will notify or attempt to notify through any reasonable means, the subscriber before service is disconnected when the subscriber has committed a fraudulent practice as set forth and defined in its tariffs on file with the commission.
- F. The Company will not disconnect the local or toll service of a subscriber who pays the Company the total amount due (or an amount agreed upon between the Company and the subscriber) on his/her account by the close of business on the disconnection date listed on the disconnection notice.
- G. No notice is required prior to disconnection when:
  - 1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  - 2. A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - 3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.
- H. If a subscriber or a member of the subscriber's household demonstrates that disconnection of service would be especially dangerous to his/her health, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the subscriber.
- I. When a residential subscriber's local service is disconnected for nonpayment, the Company will maintain the subscriber's access to emergency services for a period of at least fourteen (14) days following such disconnection.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.2. DISCONTINUATION OF SERVICE (CONT'D)

- J. Local service will not be refused or disconnected to any applicant or subscriber for any of the following reasons:
- 1. Failure to pay for service furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
- Failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account and vice versa;
- 3. Failure to pay any amount which is in bona fide dispute. The company may not disconnect service if the subscriber pays either the undisputed portion of the bill or where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or
- 4. Failure to pay any non-regulated service charges.
- K. Payment schedule and disconnection procedures for nonpayment.
  - 1. A subscriber's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
  - 2. The Company shall not disconnect the service:
  - a. Sooner than fourteen (14) days after the due date of the bill; and
  - b. Without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service.
  - 3. The Company may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after 12:00 P.M. on the day preceding a day that all services necessary for reconnection are not available.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.2. DISCONTINUATION OF SERVICE (CONT'D)

- L. A notice of disconnection for nonpayment shall include the requirements as set forth in O.A.C. 4901:1-5-17(L).
- M. Reconnection of local and toll service.
  - 1. Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company will reconnect previously disconnected service by 5:00 P.M. on the next business day following either:
  - a. Receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
  - b. Agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan.
  - 2. Before restoring service under this rule, the Company will not insist upon payment of any amount that has not been included on a notice of disconnection.
- N. When a customer purchases a package or bundle of services that includes both basic local exchange service, which may include other regulated services, and toll service and/or any non-regulated products or services, and the customer fails to submit timely payment for the entire package or bundle, whether by non-payment or by partial payment, the Company may discontinue the provision of any regulated and non-regulated products or services included in the package, other than basic local exchange service, if payment is sufficient to cover basic local exchange service. The Company may charge the customer for basic local exchange service at the tariffed rate for stand-alone basic local exchange service.

A notice of disconnection for nonpayment shall state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package. In no event shall a customer be charged more than the price of the package or bundle of services. Further, the customer shall be entitled to add, change or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such services.

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.3. CHANGES IN SERVICE

If the customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly. However, residential customers may, within 60 days of the date of initiation of service, change their type of service without charge, per O.A.C. 4901:1-5-13.

#### 2.5.4. RESTORATION OF SERVICE

Unless prevented by circumstances beyond the Company's control or unless a customer requests otherwise, the Company will reconnect previously disconnected service by 5:00 P.M. on the next business day following either:

- A. Receipt by the Company or its authorized agent, of the full amount in arrears for which service was disconnected; or
- B. Agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan; or
- C. Verification by the Company that conditions which warranted disconnection of service have been eliminated.

The amount of payment required for service restoration will not exceed that which was included in the notice of disconnection.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 24

#### 2. GENERAL REGULATIONS

#### 2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)

#### 2.5.5. ASSIGNMENT OR TRANSFER OF SERVICE

The customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent Company, or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. The above transactions shall be approved by the Public Utilities Commission of Ohio.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 25

#### 2. GENERAL REGULATIONS

#### 2.6. Provision For Certain Local Taxes And Fees

This information is contained in Insight's Telephone Service Requirements Form.

#### 2.7. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 26

#### 2. GENERAL REGULATIONS

#### 2.8. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- of a type other than that which the Company would normally utilize in the furnishing of its services; or
- over a route other than that which the Company would normally utilize in the furnishing of its services; or
- in a quantity greater than that which the Company would normally construct; or
- on an expedited basis; or
- on a temporary basis until permanent facilities are available; or
- involving abnormal costs; or
- in advance of its normal construction.

INSIGHT PHONE OF OHIO, LLC

**SECTION 3** Original Sheet 1

#### 3. SERVICE AREAS

#### 3.1. LOCAL SERVING AREA

The Company offers local service within the state of Ohio and concurs in the local calling areas and maps filed by the incumbent Local Exchange Companies. The Company reserves the right to offer services under a phased-in schedule such that the local serving area will expand as technical capability expands.

#### 4. SERVICE CONNECTION AND MAINTENANCE CHARGES

#### 4.1. GENERAL

The Company's service is subject to nonrecurring service charges that apply to customer requests for connecting, moving or changing service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.

Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once has it begun, an additional charge may apply based upon the additional cost involved. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.

#### 4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

#### **4.2.1. DESCRIPTION OF CHARGES**

A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.

Customers may select a deferred payment arrangement for the payment of local residential service installation charges. A deferred payment arrangement will allow such charges to be paid to the Company over a three-month period of time after installation.

- A. The Service Connection Charge applies per occurrence for the initial or subsequent installation of facilities and equipment, and to any change of location of such facilities and equipment.
- B. The Primary Line Activation Charge applies per occurrence where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

### INSIGHT PHONE OF OHIO, LLC

SECTION 4
1st Revised Sheet 2
Cancels Original Sheet 2

#### 4. SERVICE CONNECTION AND MAINTENANCE CHARGES

#### 4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES (CONT'D)

#### **4.2.1. DESCRIPTION OF CHARGES (CONT'D)**

- C. The Additional Line Activation Charge applies per occurrence for additional lines where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Additional Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.
- D. The Line Restoration Charge will apply on each line to be restored after disconnection for non-payment of charges.
- E. The Service Dispatch Charge will apply for any subsequent request to add or modify facilities after initial installation.

#### 4.3. SERVICE CHANGE CHARGES

#### 4.3.1. DESCRIPTION OF CHARGES

Service Change Charges apply per line when a customer requests a change in existing service.

- A. Telephone Number Change A charge applies to each customer-requested change in telephone number.
- B. Feature Change Charge Applies to an existing line when the customer requests to add or change a standard feature. This charge is assessed per access line for each occurrence.
- C. Primary Interexchange Carrier (PIC) Change Charge Information about PIC change charges is included in Insight's Telephone Service Requirements Form. The company will waive one-half of the intraLATA PIC Change Charge when such changes are performed simultaneously with an interLATA PIC change.

(C)

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#### 4. SERVICE CONNECTION AND MAINTENANCE CHARGES

#### 4.3. SERVICE CHANGE CHARGES (CONT'D)

#### **4.3.1. DESCRIPTION OF CHARGES (CONT'D)**

D. Move Change Charge - The customer will be assessed a Move Change Charge for the disconnection of existing equipment at one location and reconnection of the same equipment at a new location within the same local exchange area. Service Dispatch charges may also apply.

#### 4.4. REPAIR AND MAINTENANCE PREMISES VISIT CHARGES

A repair trip charge may apply when a customer refuses to use the Network Interface Device (NID) and the trouble is found to be with the customer's inside wire or equipment. The trip charge will not apply if the customer does not have a NID, the Company does not explain the use of the NID, or the trouble is found to be with the Company's service.

#### **4.4.1. DESCRIPTION OF CHARGES**

Repair and Maintenance Premises Visit Charges will apply per customer order for all work or services ordered to be provided at one time on the same premises, for the same customer. An initial visit charge applies for the first hour of work or fraction thereof, and an additional charge will apply per each additional half hour increment or fraction thereof.

#### 4. SERVICE CONNECTION AND MAINTENANCE CHARGES

#### 4.5. **RATES AND CHARGES**

See Price List for currently billed rates.

		NONRECURRING CHARGE
4.5.1.	SERVICE CONNECTION AND LINE ACTIVATION CHARGES	<u>MAXIMUM</u>
A.	Service Connection Charge	\$60.00
В.	Primary Line Activation Charge	\$60.00
	Additional Line Activation Charge Line Restoration Charge after	\$60.00
E.	disconnection for non-payment, per line	\$60.00
۷.	to initial installation)	\$90.00
4.5.2.	SERVICE CHANGE CHARGES	
A.	Telephone Number Change	\$40.00
	Feature Change Charge	\$10.00
C.	PIC Change Charge (OutPICs only)	\$5.00
D.	Move Change Charge	\$22.50
4.5.3.	REPAIR AND MAINTENANCE CHARGES	
A.	First Hour, or fraction thereof	\$60.00
В.	Each Additional ½ Hour, or fraction thereof	\$40.00

INSIGHT PHONE OF OHIO, LLC

SECTION 5
1st Revised Sheet 1
Cancels Original Sheet 1

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE

#### **5.1.1. DESCRIPTION OF SERVICE**

Residential Local Service provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.1.

- A. "Basic local exchange service" includes:
  - End user access to and usage of telephone company-provided services that enable
    a customer, over the primary line serving the customer's premises, to originate or
    receive voice communications within a local service area, and that consist of the
    following:
  - a. Local dial tone service;
  - b. Touch tone dialing service;
  - c. Access to and usage of 9-1-1 services, where such services are available;
  - d. Access to operator services and directory assistance;
  - e. Provision of a telephone directory and a listing in that directory;
  - f. Per call, caller identification blocking services;
  - g. Access to telecommunications relay service; and
  - h. Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.
  - 2. Carrier access to and usage of Company-provided facilities that enable end user customers originating or receiving voice grade, data, or image communications, over a local exchange telephone company network operated within a local service area, to access interexchange or other networks.
- B. The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this Tariff.
- C. Residential Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company, as offered in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.
- D. Residential Local Services are subject to monthly recurring charges and for certain call types, per minute usage rates and/or service charges on a per access line basis, as specified following.

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#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D)

#### 5.1.2. LOCAL ONLY OFFER

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides the customer with a local access line and unlimited calls within the customer's local calling area.

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed as specified in Section 5.1.5, following.

Customers subscribing to plans requiring Company subscription for Intrastate and Interstate long distance who subsequently select an alternate Intrastate or Interstate Carrier become Local Only customers and are subject to applicable monthly charges for custom calling features as set forth in Section 7.1.3, following, and toll usage rates as set forth in Section 9.3.1, following.

INSIGHT PHONE OF OHIO, LLC

SECTION 5
3rd Revised Sheet 3
Cancels 2ndRevised Sheet 3

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D)

### 5.1.3. Integrated Offering $^{[1]}$

**(T)** 

The Integrated Offering is provided in conjunction with an associated long distance service provided by the Company. Customers who order the Integrated Offering must be presubscribed to the Company for both IntraLATA and InterLATA long distance.

The Integrated Offering is subject to monthly recurring charges and/or per minute usage, on a per access line basis. The monthly charges for Integrated Offerings consist of a Line Component and a Usage Component. Each of the following offers provides customers with the option of one to four access lines.

(D)

[1] This package can only be purchased in conjunction with non-regulated and/or detariffed services.

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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INSIGHT PHONE OF OHIO, LLC

SECTION 5
2nd Revised Sheet 3.1
Cancels 1st Revised Sheet 3.1

#### 5. RESIDENTIAL SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

(D)



INSIGHT PHONE OF OHIO, LLC

SECTION 5
3rd Revised Sheet 4
Cancels 2nd Revised Sheet 4

#### 5. RESIDENTIAL SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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INSIGHT PHONE OF OHIO, LLC

SECTION 5
1st Revised Sheet 4.1
Cancels Original Sheet 4.1

#### 5. RESIDENTIAL SERVICE



Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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### INSIGHT PHONE OF OHIO, LLC

SECTION 5
1st Revised Sheet 5
Cancels Original Sheet 5

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D)

#### 5.1.4. ADDITIONAL LINES

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed as specified in Section 5.1.3, following.

#### 5.1.5. RATES AND CHARGES

5.1.5. RATES AND CHARGES	MONTHLY CHARGE  MAXIMUM	
A. Local Only Offer	\$28.00	
<ul><li>B. Integrated Offering</li><li>1. Primary Access Line</li></ul>	\$28.00	
C. Each Additional Access Line	\$20.00	(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D)

#### 5.1.6. LOCAL SERVICE PACKAGES

The following packages are provided in conjunction with an associated long distance service provided by the Company, and the customer must be presubscribed to the Company for IntraLATA calls. The package offers are subject to monthly recurring charges and/or per minute usage, on a per access line basis.

Usage in the block-of-time plans is measured per month, based on applicable usage on all lines associated with the account. Additional Intrastate/IntraLATA long distance usage will be rated on a per minute basis as specified in the rate tables below. Rates for Intrastate/InterLATA usage will be rated based upon the customer's selected long distance calling plan as specified in Section 9.3. Unused portions of the monthly allowance will not be credited to a subscriber's account, carried over to another month, or transferred to another account.

#### A. Standard Package

The Standard Package provides the customer with the following components for a flat monthly fee:

- Primary access line
- Unlimited calls within their Local Calling Area
- 60 minutes of Dial Station Intrastate/IntraLATA calling
- Call Waiting and Caller ID

#### B. Expanded Package

The Expanded Package provides the customer with the following components for a flat monthly fee:

- Primary access line
- Unlimited calls within their Local Calling Area
- 120 minutes of Dial Station Intrastate/IntraLATA calling
- Call Waiting, Caller ID, Three Way Calling, and Call Forwarding Variable

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D) (CONT'D)

#### 5.1.6. LOCAL SERVICE PACKAGES (CONT'D)

#### C. Value Package

The Value Package provides the customer with the following components for a flat monthly fee:

- Primary access line
- Unlimited calls within their Local Calling Area
- Unlimited Dial Station Intrastate/IntraLATA calling
- Call Waiting, Caller ID, Three Way Calling, and Call Forwarding Variable

#### D. Expanded Package II

The Expanded Package II provides the customer with the following components for a flat monthly fee:

- Primary access line
- One additional access line
- Unlimited calls within their Local Calling Area
- 120 minutes of Dial Station Intrastate/IntraLATA calling
- Call Waiting, Caller ID, Three Way Calling, and Call Forwarding Variable

#### E. Value Package II

The Value Package provides the customer with the following components for a flat monthly fee:

- Primary access line
- Additional Access Line
- Unlimited calls within their Local Calling Area
- Unlimited Dial Station Intrastate/IntraLATA calling
- Call Waiting, Caller ID, Three Way Calling, and Call Forwarding Variable

#### F. Additional Lines

Additional lines may be added to any of the above plans for a monthly charge, as specified in G., following.

#### 5. RESIDENTIAL SERVICE

### 5.1. RESIDENTIAL LOCAL SERVICE (CONT'D)

### **5.1.6.** LOCAL SERVICE PACKAGES (CONT'D)

#### G. Rates and Charges

See Price List for currently billed rates.

	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	MONTHLY CHARGE MAXIMUM
1.	Standard Package	\$49.90
2.	Expanded Package	63.90
3.	Value Package	75.90
4.	Expanded Package II	83.90
5.	Value Package II	113.90
6.	Additional Lines, each	20.00
7.	Additional IntraLATA usage	
	over the block-of-time, per minute	0.14

#### 5. RESIDENTIAL SERVICE

#### **5.2.** LIFELINE SERVICE

#### **5.2.1. GENERAL**

Lifeline service provides for a discount of the recurring monthly rate for the provision of local residential service for certain low-income customers.

#### **5.2.2. REGULATIONS**

- A. To qualify for Lifeline Service, customers must be enrolled in one of the following programs:
  - 1. Medicaid
  - 2. Food Stamps
  - 3. Supplemental Security Income (SSI)
  - 4. Federal Public Housing Assistance (Section 8)
  - 5. Low Income Home Energy Assistance Program (LIHEAP)
- B. Lifeline is limited to only one service per qualified customer or household.
- C. The Company will provide Lifeline Service only with the Local Only Offer, as specified in Section 5.1.2.
- D. The customer may subscribe to standard features and services at the applicable rates, charges and regulations for each feature and service provided.
- E. Charges for the installation of new local service as Lifeline Service are set forth in Section 5.3, following.
- F. Lifeline Service will be provided to a customer only so long as such customer continues to meet the Company's participation and certification guidelines.
- G. Lifeline customers are subject to all residential service regulations in this and other Tariffs of the Company.
- H. The Company will waive any deposit requirements to establish local service if the Lifeline customer elects to receive Toll Restriction, as defined in Section 7.3, following.

### INSIGHT PHONE OF OHIO, LLC

SECTION 5 2nd Revised Sheet 10

#### 5. RESIDENTIAL SERVICE

#### **5.2.** LIFELINE SERVICE (CONT'D)

#### **5.2.3.** RATES AND CHARGES

- A. The Company will pass through to the customer the available federal and state credits for Lifeline Service. The amount of such credits will not exceed the charge for local service. In no case will the Lifeline credit be less than the current Subscriber Line Charge plus \$1.75.
- B. Lifeline Service is subject to all applicable state, local and federal taxes and surcharges, and to all applicable Tariff regulations, rates, charges, and surcharges.



(**C**)

#### 5. RESIDENTIAL SERVICE

#### 5.3. LINK UP

#### **5.3.1. GENERAL**

Link Up is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers.

#### **5.3.2. REGULATIONS**

- A. Link Up is available to residence customers who are currently participating in one of the following assistance programs:
  - 1. Medicaid
  - 2. Food Stamps
  - 3. Supplemental Security Income (SSI)
  - 4. Federal Public Housing Assistance (Section 8)
  - 5. Low Income Home Energy Assistance Program (LIHEAP)
- B. The Link Up discount is applicable to one access line (dial tone line) when it applies to the installation or relocation of main service at a customer's principal residence.
- C. Link Up applicants are exempt from Company deposit requirements.
- D. The Link Up discount does not apply to the installation of inside wire.
- E. The Link Up discount does not apply to applicants who are full time students living in university or college controlled housing.

#### **5.3.3.** RATES AND CHARGES

The Link Up program provides for a full or partial waiver of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 4 of this Tariff. Custom installation or construction charges will be charged at the applicable Tariff rates.

INSIGHT PHONE OF OHIO, LLC

SECTION 5
Original Sheet 12

#### 5. RESIDENTIAL SERVICE

#### 5.4. MULTI-SERVICE BILL CREDIT

Customers who are subscribed to the following Insight services will receive a local service bill credit equal to \$5.00 per monthly billing cycle:

- 1. Insight Local Service with two or more lines, as specified in Section 5.1 of this Tariff; and
- 2. Either the Two Feature Pack or the Multi Feature Pack as specified in Section 7.1; and
- 3. One or more Company-designated non-telephony service(s).

This offer is limited to one bill credit per customer per month, and the customer must be actively subscribed to the Company-designated non-telephony service(s) on a non-promotional basis in order to receive this credit. Additionally, the customer may not participate in other promotional offers pertaining to the local service monthly recurring charge while participating in this offer. This credit will appear on Insight Local Service bills beginning the month following the installation of such services and will continue for the duration of the multiple subscriptions under the availability of this offer.

**INSIGHT PHONE** OF OHIO, LLC

**SECTION 5** Original Sheet 13

#### 5. RESIDENTIAL SERVICE

#### 5.5. **ON-TIME GUARANTEE**

The Company will issue a one-time credit for all nonrecurring charges associated with a customer's installation or \$20.00, whichever is greater, when the Company verifies that the customer's installation appointment did not occur during the timeframe it was scheduled. The Company will also issue a one-time credit of \$20.00, in addition to any credit required by O.A.C. 4901:1-5-16(E)(2), when a missed repair appointment is verified by the Company. The aforementioned credits will apply once per missed appointment, and are not applicable if the customer is not home or does not permit the Company employee to enter the premises. This guarantee will not apply in instances as specified in Section 2.2.1.G of this Tariff.

INSIGHT PHONE OF OHIO, LLC

**SECTION 6** Original Sheet 1

6. RESERVED FOR FUTURE USE

INSIGHT PHONE OF OHIO, LLC

**SECTION 7** Original Sheet 1

# 7. MISCELLANEOUS SERVICES

Miscellaneous Services are optional in nature and are provided upon subscription request or, in some cases, are prearranged and activated by the customer's election to use the service. Services are provided subject to system and facility availability and may not be available with all classes of service.

### 7.1. CUSTOM CALLING FEATURES

Optional Custom Calling features are available with the Company's local service. Customers may order features individually or as part of a feature package, as shown below. Monthly recurring charges associated with features are applied per access line, and are in addition to any other applicable charges.

#### 7.1.1. OPTIONAL FEATURES

Customers may order any one or more of the following optional features for an additional monthly charge as specified in Section 7.2.3. Customers will be notified of charges for optional features that are available on a pay-per-use basis prior to use of those features.

# A. Anonymous Call Rejection

This feature allows the customer to reject calls from callers who have blocked identification of their telephone number to Caller ID display devices. Anonymous Call Rejection may be activated and deactivated by dialing a specified code.

# B. Call Forwarding Remote Access

Allows a customer to activate or deactivate Call Forwarding Variable from a line other than their base station line. The customer uses a Personal Identification Number (PIN) to access Call Forwarding with Remote Access.

### C. Call Forwarding Selective

This feature enables a customer to program their telephone to forward calls from a selected list of telephone numbers to another telephone number. The customer assumes financial responsibility for all calling charges generated by the use of this feature.

### D. Call Forwarding Variable

This feature enables a customer to program their telephone to forward all incoming calls to another telephone number. The customer assumes financial responsibility for all calling charges generated by the use of this feature.

## 7. MISCELLANEOUS SERVICES

# 7.1. CUSTOM CALLING FEATURES (CONT'D)

## 7.1.1. OPTIONAL FEATURES (CONT'D)

### E. Call Return

This feature allows a customer to recall the last incoming call by dialing a preset code. If the called number is busy, automatic processing of the call continues for up to 30 minutes until both lines are idle unless the customer dials the deactivation code. Calls returned outside the local calling area are subject to toll charges. This feature is available on a monthly subscription or a pay-per-use basis. Customers who choose the pay-per-use option are billed per activation, regardless of whether or not the attempted call is completed.

# F. Call Return Blocking

This feature blocks the Customer's capability to use the Call Return pay-per-use feature.

## G. Call Screening

This feature permits customers to designate up to 12 telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at that time.

# H. Call Trace

Call Trace allows the customer to initiate an automatic trace of the last call received. After receiving a call that is to be traced, the customer dials a code and the traced number is automatically sent to the Company. The customer will not receive the telephone number of the party who called. The Company will hold the traced telephone number for release to the appropriate law enforcement personnel.

### I. Call Waiting

The Call Waiting feature enables a customer already on a call to be notified of another call by the sound of a Call Waiting tone. The customer may place the existing call on hold and answer the new call. The Call Waiting feature may be canceled by dialing a preset code.

# 7. MISCELLANEOUS SERVICES

# 7.1. CUSTOM CALLING FEATURES (CONT'D)

# 7.1.1. OPTIONAL FEATURES (CONT'D)

### J. Caller ID

Caller ID allows the customer to identify the telephone number from which a call is being made and the main listed name associated with the calling telephone number. The calling telephone name and number is displayed on a customer-provided display device.

## K. Caller ID Blocking Per Line

This feature blocks the display of the customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. This feature may be deactivated at any time by the customer on a call-by-call basis through the activation of a special code. This feature is provided at no monthly charge to the customer. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

# L. Caller ID Blocking Per Call

This feature allows customers to block the display of their name and telephone number to the station they are calling on a per-call basis. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call. This feature is provided at no monthly charge to the customer. Per Call Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

### M. Custom Ring Service

This service enables the customer to have two different telephone numbers assigned to a single line. Each number when dialed will result in a distinctive ring that enables the customer to determine which number is being called. A monthly recurring charge will apply to each primary line number to which an additional number is assigned.

## 7. MISCELLANEOUS SERVICES

# 7.1. CUSTOM CALLING FEATURES (CONT'D)

# 7.1.1. OPTIONAL FEATURES (CONT'D)

# N. Distinctive Ring Service

This feature provides the customer with the ability to build and maintain a list of up to 12 telephone numbers from which incoming calls will have a distinctive ringing pattern.

### O. LD Alert

This feature allows the current call waiting and ringing operations to provide a distinctive ring or call waiting tone to incoming long distance calls. LD Alert is available at no additional charge to customers who also subscribe to Call Waiting.

### P. Prohibit Billed to Third Number Calls

Allows customers to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

#### O. Prohibit Collect Calls

Allows customers to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

### R. Prohibit Billed to Third Number and Collect Calls

This feature combines the Prohibit Billed to Third Number and the Prohibit Collect Calls features.

### S. Repeat Dialing

Allows the customer to have local calls automatically redialed when the first attempt reaches a busy number. The busy line will be monitored for 30 minutes. When the line is free a distinctive ringing will notify the customer that the call is being connected. This feature is available on a monthly subscription or pay-per-use basis.

### T. Repeat Dialing Restrict

Allows the customer to deactivate the Repeat Dialing feature to avoid misuse of the feature and unwanted charges.

# 7. MISCELLANEOUS SERVICES

# 7.1. CUSTOM CALLING FEATURES (CONT'D)

# 7.1.1. OPTIONAL FEATURES (CONT'D)

# U. Speed Dialing 8

This feature allows the customer to establish a connection to certain directory numbers by dialing one digit instead of seven to ten digits. Up to eight numbers may be stored in memory.

# V. Speed Dialing 30

This feature allows the customer to establish a connection to certain directory numbers by dialing two digits instead of seven to ten digits. Up to 30 numbers may be stored in memory.

# W. Three-Way Calling

This feature allows the customer to connect a third party call to an existing call, thereby establishing a three-way conference call. The customer assumes financial responsibility for all calling charges generated by the use of this feature.

# X. Call Forward Busy

This feature will forward incoming calls to a customer-designated telephone number when the customer is on the line.

### Y. Call Forward No Answer

This feature will forward incoming calls to a customer-designated telephone number when the customer does not answer the call.

# **INSIGHT PHONE** OF OHIO, LLC

**SECTION 7** Original Sheet 6

# 7. MISCELLANEOUS SERVICES

#### **7.1. CUSTOM CALLING FEATURES (CONT'D)**

#### 7.1.2. **FEATURE PACKAGES**

The customer may choose to subscribe to one of the following feature packages.

- A. Two Feature Package Includes Call Waiting and Caller ID.
- B. Multi Feature Package

C.

Includes Anonymous Call Rejection, Call Forwarding Variable, Call Forwarding Remote Access, Call Forwarding Selective, Call Return, Call Screening, Call Waiting, Caller ID, Distinctive Ring Service, Repeat Dialing, Speed Dialing 30, and Three-Way Calling.

INSIGHT PHONE OF OHIO, LLC

SECTION 7
Original Sheet 7

### 7. MISCELLANEOUS SERVICES

# 7.1. CUSTOM CALLING FEATURES (CONT'D)

### 7.1.3. RATES AND CHARGES

In addition to the following rates, a nonrecurring Feature Change Charge, as set forth in Section 4.5, will apply when a customer requests a change in their selection of features. See Price List for currently billed rates.

		PER USE	Month	
		<b>CHARGE</b>	CHARG	
٨	Ontional Factures		Current 1	<u>IVIAX</u>
	Optional Features		\$1.00	N/A
	Anonymous Call Rejection	-	\$1.00 \$5.00	N/A N/A
	Call Forwarding Selective	-	\$3.50 \$3.50	N/A N/A
	Call Forwarding Selective	-	\$3.50 \$3.50	
	Call Forwarding Variable Call Return	¢0.50		
		\$0.50	\$4.00	N/A
	Call Sergering	-	¢7.00	NI/A
	Call Screening	¢2.00	\$7.00	N/A
	Call Trace [1]	\$3.00	¢2.50	- \$7.00
	Call Waiting	-	\$3.50	\$7.00
	Caller ID	-	\$8.00	.\$16.00
	Caller ID Blocking Per Line	-	N/A-	N/A
	Caller ID Blocking Per Call	-	¢2.50	- NT/A
13.		-	\$3.50	N/A
	Distinctive Ring Service	-	\$4.00	N/A
	LD Alert [2]	-	\$3.00	N/A
	Prohibit Billed to Third Number Calls	-	-	-
	Prohibit Collect Calls	-	-	-
	Prohibit Billed to Third Number & Collect	φο. σο	- 0.4.00	- > T / A
19	Repeat Dialing	\$0.50	\$4.00	N/A
20.	Repeat Dialing Restrict	-	- #2.25	- > T / A
21.	Speed Dialing 8	-	\$3.25	N/A
	Speed Dialing 30	-	\$3.75	N/A
	Three-Way Calling	-	\$3.50	N/A
24.	Call Forward Busy	-	\$1.00	N/A
	Call Forward No Answer		\$1.00	N/A
	Feature Packages			
	Two Feature Package		\$11.00	N/A
2.	Multi Feature Package		\$16.00	N/A

<sup>[1]</sup> Call Trace is not offered on a monthly basis and has no monthly cap.

<sup>[2]</sup> Monthly charge does not apply if Call Waiting is provisioned on the same line.

INSIGHT PHONE OF OHIO, LLC

**SECTION 7** Original Sheet 8

### 7. MISCELLANEOUS SERVICES

# 7.2. 900/976 Information Service Blocking

# **7.2.1. GENERAL**

900/976 Information Service Blocking is provided by the Company as the default service option to restrict calls from the customer's exchange access line to all 900 and/or 976 service access codes.

# 7.2.2. REGULATIONS

- A. When the blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the customer's exchange access line will be blocked. These blocked calls will be directed to an announcement.
- B. This option does not prevent customers from placing 900 and/or 976 calls from their exchange access line using other Operator Service Providers. In addition, this option does not prevent customers from placing operator assisted or credit card calls to 900 and/or 976 services from a line that is not blocked.

## 7. MISCELLANEOUS SERVICES

### 7.3. TOLL RESTRICTION

# **7.3.1. GENERAL**

This service provides customers with the ability to block outbound long distance calling from their local access line.

#### 7.3.2. REGULATIONS

- A. When the Toll Restriction option is activated, direct dialed long distance calls from the customer's access line will be blocked. These blocked calls will be directed to a network message.
- B. The activation of the Toll Restriction option does not prevent customers from placing long distance calls from the access line utilizing an Operator Service provider or Directory Assistance Call Completion provider that can be reached through the use of a local call. In addition, this option does not prevent customers from placing operator assisted or calling card calls to a long distance number from a line that is not blocked.
- C. Toll Restriction will block the following types of calls:

1+ 7 Digit Long Distance 1+ 10 Digit Long Distance 00+ 00-01+ 011+ 1010XXX 0+ 7 Digit Long Distance 0+ 10 Digit Long Distance 7 Digit Long Distance

#### 7.3.3. RATES AND CHARGES

A nonrecurring charge will apply for each line restricted, except that Toll Restriction will be provided at no charge to Lifeline service subscribers.

See Price List for currently billed rates.

## 7. MISCELLANEOUS SERVICES

#### 7.4. OPERATOR ASSISTED SERVICES

### **7.4.1. GENERAL**

A service charge will apply to calls placed with the assistance of a Company Operator or mechanized response system. Various billing arrangements are available with Operator Assisted Service including Operator Station (Collect, Billed to Third Number, Other Operator Assisted), and Person-to-Person.

Rates and charges for the services described in this Section will be credited to the customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.

### 7.4.2. OPERATOR SERVICES

## A. Operator Station

An Operator Station service charge applies when calls are completed with the assistance of a Company Operator, except as specified for Person-to-Person calls.

Customers who cannot physically dial a call can qualify for an Operator Assisted exemption which provides the customer with operator assistance at a direct dialed rate without a service charge. No application or certification is required for this program; however, the customer must request this exemption. This exemption will apply where billing capability for application of the exemption exists.

## B. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

**INSIGHT PHONE** OF OHIO, LLC

**SECTION 7** Original Sheet 11

# 7. MISCELLANEOUS SERVICES

#### **7.4. OPERATOR ASSISTED SERVICES (CONT'D)**

#### 7.4.3. **RATES AND CHARGES**

Rates shown apply to the provision of traditional operator services.

See Price List for currently billed rates.

SECTION 7 1st Revised Sheet 12 Cancels Original Sheet 12

#### 7. MISCELLANEOUS SERVICES

### 7.5. DIRECTORY ASSISTANCE SERVICE

#### **7.5.1. GENERAL**

Directory Assistance Service is furnished upon customer request for assistance in obtaining information for Local and IntraLATA listings within the state. Customers will be charged for all requests including requests for listings that are not available or not found.

### 7.5.2. REGULATIONS

- A. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.
- B. Calls to Directory Assistance service will be billed directly to the customer's account. Alternate billing options and operator services are not available.
- C. Exemptions
  - 1. Charges will not be levied for Directory Assistance on an individual who affirms in writing to the Company that a visual or physical disability prevents them from using a telephone directory.

    (D)
  - 2. Calls from hospital and skilled nursing home rooms are exempt from the Directory Assistance charge. The term "skilled nursing homes" applies to those nursing homes that provide around-the-clock professional nursing care.

#### 7.5.3. RATES AND CHARGES

See Price List for currently billed rates.

ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

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**INSIGHT PHONE** OF OHIO, LLC

**SECTION 7** 1st Revised Sheet 13 Cancels Original Sheet 13

# 7. MISCELLANEOUS SERVICES

#### **7.6. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE**

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### 7. MISCELLANEOUS SERVICES

# 7.7. BUSY LINE VERIFICATION AND INTERRUPT SERVICE

# **7.7.1. GENERAL**

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The Operator will inform the calling party of the applicable charge prior to verifying or interrupting the requested line. Busy Line Verification and Interrupt Service rates apply to requests for verification and/or interruption of calls within the state.

### 7.7.2. REGULATIONS

- A. Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- B. A charge will apply when: 1) the operator verifies that the line is busy with a call in progress; 2) the operator verifies that the line is available for incoming calls; or 3) the operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party.
- C. No charge will apply when: 1) the calling party advises that the call is to or from an official public emergency agency; 2) when trouble is detected on the called party's access line in the course of conducting a busy line verification; or 3) under conditions other than those stated in B. above.

# 7.7.3. RATES AND CHARGES

A Busy Line Verification charge also applies for each Busy Line Interruption.

See Price List for currently billed rates.

#### 7. MISCELLANEOUS SERVICES

# 7.8. DIRECTORY LISTINGS

### **7.8.1. GENERAL**

The Company will arrange for the customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier at no additional charge. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. Applicable monthly charges may be found in Section 7.8.5. Listings are intended solely for the purpose of identifying the customer's telephone number and as an aid to the use of telephone service.

#### 7.8.2. **REGULATIONS**

- A. The listings of customers, either without charge or at the rate specified within this Tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by customers or prospective customers, the Company will not be a party to controversies between customers as a result of the publication of such listings in the directories.
- B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the customer is not impaired.
- C. In the event the a subscriber's listing is omitted from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies.
- D. The customer will receive a standard listing in the alphabetical section of the directory which serves the customer's location.
- E. A nonrecurring Directory Listing Change Charge will apply for any customer-requested change from listed to non-listed or non-published listing service, or from non-listed to non-published listing service.
- F. Upon disconnection of a line, for purposes other than nonpayment, the customer may request an announcement referring the caller to the customer's new number for up to three months from the date of disconnect.

# INSIGHT PHONE OF OHIO, LLC

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#### 7. MISCELLANEOUS SERVICES

# 7.8. DIRECTORY LISTINGS (CONT'D)

# 7.8.3. Non-Published Numbers

#### A. General

Non-Published telephone numbers are listed in neither the directories nor Directory Assistance records available to the general public.

# B. Regulations

Incoming calls will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the customer.

The Company's liability, if any, for its gross negligence or willful misconduct, or the right, if any, of the customer to seek any legal remedies available for the same, is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the customer for damages associated with publishing the non-published telephone number in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-published number for the affected period.

Except as provided above, the customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Number or the disclosing/non-disclosing of said number to any person.

#### 7. MISCELLANEOUS SERVICES

# 7.8. DIRECTORY LISTINGS (CONT'D)

# 7.8.3. NON-PUBLISHED NUMBERS (CONT'D)

# C. Lines Dedicated to Data Usage

The customer may request that lines ordered solely for data usage (i.e., computers, fax machines, etc.) be non-published without charge where:

- 1. such service is provided for the same customer at the same address as the customer's Company-provided primary service,
- 2. the customer's primary listing is either published or the customer is paying a monthly recurring charge to have the primary listing non-published or non-listed, and
- 3. the non-published directory assistance listing is in the customer's name.

#### 7.8.4. Non-Listed Numbers

#### A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

### B. Regulations

The acceptance by the Company of the customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the customer to seek any legal remedy available for the same is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the customer for damages associated with publishing the telephone number of a non-listed number in the directory, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-listed number for the affected period.

Except as provided above, the customer shall hold the Company harmless for any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the non-listed number.

# **INSIGHT PHONE** OF OHIO, LLC

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# 7. MISCELLANEOUS SERVICES

#### **7.8. DIRECTORY LISTINGS (CONT'D)**

#### 7.8.5. **RATES AND CHARGES**

See Price List for currently billed rates.

			<u>CHARGE</u> <u>MAXIMUM</u>
A.	Additional Alphabetical Listing	\$1.80	N/A
B.	Non-Published Number, each	\$1.10	\$2.20
C.	Non-Listed Number, each	\$1.10	\$2.20
		Nonrecurri Curi	ING CHARGE RENT
D.	Directory Listing Change Charge	\$5.	00

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# 7. MISCELLANEOUS SERVICES

#### **7.9.** UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

#### 7.9.1. **GENERAL**

This information is contained in Insight's Telephone Service Requirements Form

#### 7.9.2. REGULATIONS

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# 7.9.3. RATES AND CHARGES

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# 7. MISCELLANEOUS SERVICES

#### **7.10.** TELECOMMUNICATIONS RELAY SERVICE (TRS)

#### **7.10.1. GENERAL**

This information is contained in Insight's Telephone Service Requirements Form

#### 7.10.2. REGULATIONS

**INSIGHT PHONE** OF OHIO, LLC

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# 7. MISCELLANEOUS SERVICES

#### **7.10.** TELECOMMUNICATIONS RELAY SERVICE (TRS) (CONT'D)

#### 7.10.3. **RATE DISCOUNTS**

# INSIGHT PHONE OF OHIO, LLC

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3rd Revised Sheet 1
Cancels 2nd Revised Sheet 1

#### 8. PROMOTIONAL OFFERINGS

## 8.1. GENERAL

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. The specific terms and conditions applicable to each promotional offering will be filed with the Commission.

Offers have no cash value and are not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

#### **8.1.1** Promotion Index

8.2.1	Monthly Recurring Charge Promotion	
8.2.2	Installation Promotion	
8.2.3	Reserved for Future Use	. <del></del>
8.2.4	Installation and Block of Time Discount Promotion	(C)
8.2.5	Installation, Block of Time & Feature Pack Discount Promotion	(C)
8.2.6	Unlimited Usage for \$10 Promotion	
8.2.7	Installation and MRC Discount Promotion No. 1	
8.2.8	Installation and MRC Discount Promotion No. 2	
8.2.9	Promotion	
8.2.10	\$10 For Unlimited Usage Promotion	
8.2.11	Block of Time and Install Promotion	
8.2.12	Install/Block of Time/Feature Promotion	
8.2.13	Multiple Product Promotion	
8.2.14	Multiple Product Promotion B	
8.2.15	Multiple Product Promotion C	
8.2.16	Multiple Product Promotion C	
8.2.17	1 <sup>ST</sup> Quarter 2007 Promotion	
8.2.18	Multiple Product Promotion C	
8.2.19	Activation Charge Promotion A	(C)
8.2.20	Activation Charge Promotion B	
		(C)

# INSIGHT PHONE OF OHIO, LLC

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9th Revised Sheet 2
Cancels 8th Revised Sheet 2

## 8. PROMOTIONAL OFFERINGS

### 8.2. PROMOTIONS

### 8.2.1. MONTHLY RECURRING CHARGE PROMOTION

To be eligible for this promotion customers must:

- enroll in this promotion between July 1, 2007 and December 31, 2008 during a Company initiated contact; or contact the company and request this promotion; and
- newly subscribe to local service; to either the 180 Minute Block of Time with the Unlimited Usage Add On or to the Unlimited Usage Offer; and to the Multi-Feature Pack; and continue subscription without interruption through the term of this promotion.

In lieu of tariffed Monthly Recurring Charges for services listed above, eligible customers will be billed the following single promotional rate for the each of the next 12 (twelve) consecutive months:

Promotional Monthly Recurring Rate

Customer with Phone Service Only: \$40.00

Customer with Phone Service and either

Basic/Classic Video Service or High Speed Internet: \$30.00

Customer with Phone Service, Basic/Classic Video

Service and High Speed Internet: \$25.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

# INSIGHT PHONE OF OHIO, LLC

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# 8. PROMOTIONAL OFFERINGS

# **8.2.** PROMOTIONS (CONT'D)

## 8.2.2. Installation Charge Promotion

To be eligible for this promotion customers must:

- enroll in this promotion between July 1, 2007 and December 31, 2008 during a Company initiated contact; or contact the company and request this promotion; and
- newly subscribe to local phone service.

In lieu of tariffed Installation Charges, eligible customers will receive either a discount or waiver of these charges, as specified below:

:

Promotional Installation Charge Rate

Customer with Phone Service Only: \$25.00

Customer with Phone Service and either

Basic/Classic Video Service or High Speed Internet: Charges Waived

Customer with Phone Service, Basic/Classic Video

Service and High Speed Internet: Charges Waived

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to installation charges.

## 8.2.3. RESERVED FOR FUTURE USE

INSIGHT PHONE OF OHIO, LLC

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## 8. PROMOTIONAL OFFERINGS

# **8.2.** PROMOTIONS (CONT'D)

### 8.2.4. INSTALLATION AND BLOCK OF TIME DISCOUNT PROMOTION

To be eligible for this promotion customers must:

- 1. enroll in this promotion between June 1, 2005 and March 31, 2006 during a Company initiated contact; or contact the company and request this promotion;
- 2. subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3. subscribe to the following service offered by the Company: Voice Mail.

Eligible customers will receive:

- 1. a discounted rate of \$25.00 for any applicable installation charges; and
- 2. a discounted Monthly Recurring Rate of \$11.35 for the 180 Minute Block of Time applicable on the customer's first twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Offer has no cash value and is not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

ISSUED: December 28, 2005

EFFECTIVE: December 29, 2005

INSIGHT PHONE OF OHIO, LLC

SECTION 8
4th Revised Sheet 4
Cancels 3rd Revised Sheet 4

# 8. PROMOTIONAL OFFERINGS

# **8.2.** PROMOTIONS (CONT'D)

# 8.2.5. INSTALLATION, BLOCK OF TIME & FEATURE PACK DISCOUNT PROMOTION

To be eligible for this promotion customers must:

- 1. enroll in this promotion between June 1, 2005 and March 31, 2006 during a Company initiated contact; or contact the company and request this promotion;
- 2. subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3. subscribe to Voice Mail and to either of the following services offered by the Company: Basic/Classic Video Service or High Speed Internet service.

Eligible customers will receive:

- 1. a waiver of any applicable installation charges; and
- 2. the following discounted rates, applicable on the customer's first twelve (12) consecutive monthly bills:

180 Minute Block of Time \$\text{Multi-Feature Pack} \\ \\$11.35 \tag{S6.00}

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Offer has no cash value and is not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

ISSUED: December 28, 2005

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INSIGHT PHONE OF OHIO, LLC

SECTION 8
4th Revised Sheet 5
Cancels 3rd Revised Sheet 5

#### 8. PROMOTIONAL OFFERINGS

# **8.2.** Promotions (Cont'd)

#### 8.2.6. UNLIMITED USAGE FOR \$10 PROMOTION

Beginning June 1, 2005, and continuing through March 31, 2006, qualifying customers may subscribe to the following Unlimited Usage for \$10.00 Promotion. To be eligible for this promotion, customers must also subscribe to a Multi-Product Promotion specified, as applicable, in either Section 8.2.4 or 8.2.5, preceding.

(**C**)

For a monthly charge of \$10.00, which is in addition to all other applicable recurring charges, the Company will provide, in lieu of the 180 Minute allocation of usage, unlimited domestic direct-dialed 1+ interstate and intrastate long distance usage, for a period of twelve (12) consecutive billing periods. At the end of the promotional period, the customer shall resume the 180 minute allocation of usage pursuant to such applicable plan.

Due to the bulk nature of the usage, call detail may not be provided on the monthly billing. Unused minutes in any month revert to the Company.

Service is limited to residential voice applications and the use of this service is limited to the customer, members of the customer's household and occasional guests. The use of the service for commercial applications, resale, internet access, telemarketing or other non-residential usage is prohibited. In addition, the use of auto dialers, polling devices, call forwarding, three-way calling (other than incidental usage) and other devices and/or dialing arrangements with the intent to avoid payment of otherwise applicable long distance charges is prohibited. Participation may be terminated for customers who utilize the service in a manner or for a purpose other than those described herein.

This unlimited promotional offer does not include calls to 900 numbers, directory assistance calls, calling card calls, operator services, international calling, tales, fees, subscriber line and installation charges. Customers checking email, limited surfing the Internet or sending faxes should not incur an additional monthly fee for such limited usage due to the brevity of these applications.

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#### 8. PROMOTIONAL OFFERINGS

# **8.2.** Promotions (Cont'd)

# **8.2.6.** UNLIMITED USAGE FOR \$10 PROMOTION (CONT'D)

The Company will undertake periodic reviews of traffic on its network to determine appropriate use of this promotional offer. Indicators of inappropriate usage may include call origination, call destination, call holding times, frequency of calls, and other calling-pattern data. Where the Company (at its sole discretion) determines that a customer's calling patterns indicate usage that is not consistent with typical residential customer usage, the customer will be contacted and offered a service plan more appropriate to their needs at the Company's sole discretion. Subsequent to that notification, if a customer continues to use the service in an inappropriate manner, the Company will temporarily restrict the customer's ability to place offending calls until a mutually agreeable resolution can be reached.

(N)

(N)

ISSUED: June 1, 2005

INSIGHT PHONE OF OHIO, LLC

Section 8
3rd Revised Sheet 7
Cancels 2nd Revised Sheet 7

## 8. PROMOTIONAL OFFERINGS

# **8.2.** PROMOTIONS (CONT'D)

### 8.2.7. INSTALLATION AND MRC DISCOUNT PROMOTION NO. 1

To be eligible for this promotion customers must:

- 1) enroll in this promotion between August 1, 2005 and March 31, 2006 during a Company initiated direct sales contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) subscribe to the following service offered by the Company: Voice Mail.

Eligible customers will receive:

- 1) a discounted rate of \$25.00 for any applicable installation charges;
- 2) a waiver of the first month's Monthly Recurring Rate for the Multi-Feature Pack:
- 3) a discounted Monthly Recurring Rate of \$7.35 for one (1) month for the 180 Minute Block of Time; and
- 4) a discounted Monthly Recurring Rate of \$11.35 for the 180 Minute Block of Time applicable on the customer's second through twelfth consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Offer has no cash value and is not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

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**INSIGHT PHONE** OF OHIO, LLC

**SECTION 8** 3rd Revised Sheet 8 Cancels 2nd Revised Sheet 8

#### 8. Promotional Offerings

#### 8.2. PROMOTIONS (CONT'D)

#### 8.2.8. INSTALLATION AND MRC DISCOUNT PROMOTION NO. 2

To be eligible for this promotion customers must:

- 1) enroll in this promotion between June 1, 2005 and March 31, 2006 during a Company initiated direct sales contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack: and
- 3) subscribe to Voice Mail and to either of the following services offered by the Company: Basic/Classic Video Service or High Speed Internet service.

Eligible customers will receive:

- 1) a waiver of any applicable installation charges;
- 2) a waiver of the first month's Monthly Recurring Rate for the Multi-Feature
- 3) a discounted Monthly Recurring Rate of \$2.35 for one (1) month for the 180 Minute Block of Time: and
- 4) the following discounted rates, applicable on the customer's second through twelfth consecutive monthly bills:

180 Minute Block of Time	Multi-Feature Pack	
\$11.35	\$6.00	

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Offer has no cash value and is not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

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INSIGHT PHONE OF OHIO, LLC

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1st Revised Sheet 9
Cancels Original Sheet 9

## 8. PROMOTIONAL OFFERINGS

# **8.2.** PROMOTIONS (CONT'D)

### 8.2.9 MULTI-PRODUCT/MULTI-FEATURE AND BLOCK OF TIME PROMOTION

To be eligible for this promotion customers must:

- 1) enroll in this promotion between October 31, 2005 and March 31, 2006 during a Company initiated contact; or contact the company and request this promotion;
- 2) newly subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) newly subscribe to Voice Mail and to both of the following services offered by the Company: Basic/Classic Video Service and High Speed Internet service.

Eligible customers will receive:

- 1) a waiver of any applicable installation charges; and
- 2) the following discounted rates, applicable on the customer's first twelve (12) consecutive monthly bills:

180 Minute Block of Time \$10.35 Multi-Feature Pack \$2.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Offer has no cash value and is not transferable. Credits expire immediately upon the termination of any qualifying service. In no event shall the Company be obligated to provide any monetary sum in the form of cash, check or money order to the customer. Customers must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

# **INSIGHT PHONE** OF OHIO, LLC

**SECTION 8** Original Sheet 10

#### 8. Promotional Offerings

#### 8.2. PROMOTIONS (CONT'D)

#### 8.2.10. \$10 FOR UNLIMITED USAGE PROMOTION

Between March 16, 2006 and June 30, 2006, qualifying customers may subscribe to the following Promotion. To be eligible for this promotion, customers must also subscribe to any other promotion specified in Section 8.2.11 through 8.2.15 following.

For a monthly charge of \$10.00, which is in addition to all other applicable recurring charges, the Company will provide, in lieu of the 180 Minute allocation of usage, unlimited domestic direct-dialed 1+ interstate and intrastate long distance usage, for a period of twelve (12) consecutive billing periods. At the end of the promotional period, the customer shall resume the 180 minute allocation of usage pursuant to such applicable plan.

Due to the bulk nature of the usage, call detail may not be provided on the monthly billing. Unused minutes in any month revert to the Company.

Service is limited to residential voice applications and the use of this service is limited to the customer, members of the customer's household and occasional guests. The use of the service for commercial applications, resale, internet access, telemarketing or other non-residential usage is prohibited. In addition, the use of auto dialers, polling devices, call forwarding, three-way calling (other than incidental usage) and other devices and/or dialing arrangements with the intent to avoid payment of otherwise applicable long distance charges is prohibited. Participation may be terminated for customers who utilize the service in a manner or for a purpose other than those described herein.

This unlimited promotional offer does not include calls to 900 numbers, directory assistance calls, calling card calls, operator services, international calling, tales, fees, subscriber line and installation charges. checking email, limited surfing the Internet or sending faxes should not incur an additional monthly fee for such limited usage due to the brevity of these applications.

(N)

(N)

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#### 8. PROMOTIONAL OFFERINGS

#### **8.2.** PROMOTIONS (CONT'D)

#### **8.2.10.** \$10 FOR UNLIMITED USAGE PROMOTION (CONT'D)

The Company will undertake periodic reviews of traffic on its network to determine appropriate use of this promotional offer. Indicators of inappropriate usage may include call origination, call destination, call holding times, frequency of calls, and other calling-pattern data. Where the Company (at its sole discretion) determines that a customer's calling patterns indicate usage that is not consistent with typical residential customer usage, the customer will be contacted and offered a service plan more appropriate to their needs at the Company's sole discretion. Subsequent to that notification, if a customer continues to use the service in an inappropriate manner, the Company will temporarily restrict the customer's ability to place offending calls until a mutually agreeable resolution can be reached.

(N)

(N)

#### LOCAL SERVICE TARIFF P.U.C.O. No. 1

# INSIGHT PHONE OF OHIO, LLC

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Cancels 3rd Revised Sheet 12

### 8. PROMOTIONAL OFFERINGS

### **8.2.** PROMOTIONS (CONT'D)

### 8.2.11. BLOCK OF TIME AND INSTALL PROMOTION (CODE 40)

To be eligible for this promotion customers must:

- 1) enroll in this promotion between March 16, 2006 and June 30, 2007 during a Company initiated contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) subscribe to the following service offered by the Company: Voice Mail.

Eligible customers will receive:

- 1) a discounted rate of \$25.00 for any applicable service connection charges; and
- 2) a discounted Monthly Recurring Rate of \$11.35 for the 180 Minute Block of Time applicable on the customer's first twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

INSIGHT PHONE OF OHIO, LLC

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4th Revised Sheet 13
Cancels 3rd Revised Sheet 13

## 8. PROMOTIONAL OFFERINGS

#### **8.2.** Promotions (Cont'd)

### 8.2.12. INSTALL/BLOCK OF TIME/FEATURE PROMOTION (CODE 40+)

To be eligible for this promotion customers must:

- 1) enroll in this promotion between March 16, 2006 and June 30, 2007 during a Company initiated direct sales contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) subscribe to the following service offered by the Company: Voice Mail.

Eligible customers will receive:

- 1) a discounted rate of \$25.00 for any applicable service connection charges;
- 2) a waiver of the first month's Monthly Recurring Rate for the Multi-Feature Pack:
- 3) a discounted Monthly Recurring Rate of \$7.35 for one (1) month for the 180 Minute Block of Time; and
- 4 a discounted Monthly Recurring Rate of \$11.35 for the 180 Minute Block of Time applicable on the customer's second through twelfth consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Issued: March 30, 2007 Effective: March 30, 2007

INSIGHT PHONE OF OHIO, LLC

SECTION 8
4th Revised Sheet 14
Cancels 3rd Revised Sheet 14

#### 8. PROMOTIONAL OFFERINGS

#### **8.2.** PROMOTIONS (CONT'D)

#### **8.2.13.** MULTIPLE PRODUCT PROMOTION (CODE 30)

To be eligible for this promotion customers must:

- 1) enroll in this promotion between March 16, 2006 and June 30, 2007 during a Company initiated contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) subscribe to Voice Mail and to either of the following services offered by the Company: Basic/Classic Video Service or High Speed Internet service.

Eligible customers will receive:

- 1) a waiver of any applicable service connection charges; and
- 2) the following discounted rates, applicable on the customer's first twelve (12) consecutive monthly bills:

180 Minute Block of Time \$11.35 Multi-Feature Pack \$6.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

INSIGHT PHONE OF OHIO, LLC

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4th Revised Sheet 15
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#### 8. PROMOTIONAL OFFERINGS

#### **8.2.** Promotions (Cont'd)

#### **8.2.14.** MULTIPLE PRODUCT PROMOTION B (CODE 30+)

To be eligible for this promotion customers must:

- 1) enroll in this promotion between March 16, 2006 and June 30, 2007 during a Company initiated direct sales contact; or contact the company and request this promotion;
- 2) subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3) subscribe to Voice Mail and to either of the following services offered by the Company: Basic/Classic Video Service or High Speed Internet service.

Eligible customers will receive:

- 1) a waiver of any applicable service connection charges;
- 2) a waiver of the first month's Monthly Recurring Rate for the Multi-Feature Pack:
- 3) a discounted Monthly Recurring Rate of \$2.35 for one (1) month for the 180 Minute Block of Time; and
- 4) the following discounted rates, applicable on the customer's second through twelfth consecutive monthly bills:

180 Minute Block of Time	Multi-Feature Pack
\$11.35	\$6.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

# INSIGHT PHONE OF OHIO, LLC

Section 8
2nd Revised Sheet 16
Cancels 1st Revised Sheet 16

### 8. PROMOTIONAL OFFERINGS

### **8.2.** PROMOTIONS (CONT'D)

### **8.2.15.** MULTIPLE PRODUCT PROMOTION C (CODE 20)

To be eligible for this promotion customers must:

- 1. enroll in this promotion between March 16, 2006 and October 31, 2006 during a Company initiated contact; or contact the company and request this promotion;
- 2. newly subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3. newly subscribe to Voice Mail and to both of the following services offered by the Company: Basic/Classic Video Service and High Speed Internet service.

Eligible customers will receive:

- 1. a waiver of any applicable installation charges; and
- 2. the following discounted rates, applicable on the customer's first twelve (12) consecutive monthly bills:

180 Minute Block of Time	Multi-Feature Pack
\$10.35	\$2.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
1st Revised Sheet 17
Cancels Original Sheet 17

### 8. PROMOTIONAL OFFERINGS

### **8.2.** PROMOTIONS (CONT'D)

### 8.2.16. MULTIPLE PRODUCT PROMOTION C (CODE 20)

To be eligible for this promotion customers must:

- 1. enroll in this promotion between January 1, 2007 and June 30, 2007 during a Company initiated contact; or contact the company and request this promotion;
- 2. newly subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack;
- 3. newly subscribe to Voice Mail and to both of the following services offered by the Company: Basic/Classic Video Service and High Speed Internet service; and
- 4. accept a delayed scheduled installation date for phone service.

Eligible customers will receive:

- 1. a waiver of any applicable installation charges; and
- 2. the following discounted rates, applicable on the customer's first twelve (12) consecutive monthly bills:

180 Minute Block of Time	Multi-Feature Pack
\$10.35	\$2.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

Issued: March 30, 2007

Effective: March 30, 2007

Filed under authority of Entry issued by the Public Utilities Commission of Ohio,

SECTION 8
1st Revised Sheet 18
Cancels Original Sheet 18

#### 8. PROMOTIONAL OFFERINGS

#### **8.2.** PROMOTIONS (CONT'D)

## **8.2.17 1**<sup>ST</sup> QUARTER **2007 PROMOTION** (CODE **45**)

To be eligible for this promotion customers must:

- 1. enroll in this promotion between January 1, 2007 and June 30, 2007 during a Company initiated contact; or contact the company and request this promotion;
- 2. currently subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack and continue subscription without interruption through the term of this promotion;
- 3. subscribe to the following service offered by the Company: Voice Mail; and
- 4. have participated in a complete Insight promotion or campaign for phone service and/or other non-regulated service.

Eligible customers will receive:

1. the Unlimited Usage Add On at a discounted Monthly Recurring rate of \$0.00 applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, optional features, or applicable taxes and surcharges.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

INSIGHT PHONE OF OHIO, LLC

SECTION 8
1st Revised Sheet 19
Cancels Original Sheet 19

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS (CONT'D)

### **8.2.18.** MULTIPLE PRODUCT PROMOTION C (CODE 25)

To be eligible for this promotion customers must:

- 1. enroll in this promotion between January 1, 2007 and June 30, 2007 during a Company initiated contact; or contact the company and request this promotion;
- 2. currently subscribe to (or upgrade non-regulated service to include): 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack and continue subscription without interruption through the term of this promotion; and
- 3. subscribe to Voice Mail and to both of the following services offered by the Company: Basic/Classic Video Service and High Speed Internet service.
- 4. have participated in a complete Insight promotion or campaign for phone service and/or other non-regulated service.

Eligible customers will receive:

- 1. a waiver of any applicable service connection charges; and
- 2. the following discounted rates, applicable on the customer's next twelve (12) consecutive monthly bills:

Unlimited <u>Usage Add On</u>	180 Min <u>BOT</u>	Multi Feature Pack
\$0.00	\$10.35	\$2.00

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

INSIGHT PHONE OF OHIO, LLC

SECTION 8
7th Revised Sheet 20
Cancels 6th Revised Sheet 20

### 8. PROMOTIONAL OFFERINGS

## **8.2.** PROMOTIONS (CONT'D)

#### 8.2.19. ACTIVATION CHARGE PROMOTION - A

To be eligible for this promotion customers must:

- 1) enroll in this promotion between January 1, 2007 and December 31, 2008 during a Company initiated direct sales contact; or contact the company and request this promotion; and
- 2) newly subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack.

Eligible customers will receive a discounted Line Activation Charge of \$10.00.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days.

ISSUED: October 1, 2008 EFFECTIVE: October 1, 2008

INSIGHT PHONE OF OHIO, LLC

SECTION 8
7th Revised Sheet 21
Cancels 6th Revised Sheet 21

#### 8. PROMOTIONAL OFFERINGS

### **8.2.** PROMOTIONS (CONT'D)

#### 8.2.20. ACTIVATION CHARGE PROMOTION - B

To be eligible for this promotion customers must:

- 1. enroll in this promotion between January 1, 2007 and December 31, 2008 during a Company initiated contact; or contact the company and request this promotion;
- 2. newly subscribe to 1) local service; 2) the 180 Minute Block of Time; and 3) the Multi-Feature Pack; and
- 3. subscribe to Insight High Speed Internet service.

Eligible customers will receive a waiver of the Line Activation Charge.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
3rd Revised Sheet 22
Cancels 2nd Revised Sheet 22

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. Promotions

#### **8.2.21. PROMOTION (CODE 3 - Z)**

To be eligible for this promotion customers must:

- enroll in this promotion between December 4, 2007 and December 31, 2008 as part of a Company initiated contact; or contact the company and request this promotion;
- currently subscribe to 1) local service; 2) the 180 Minute Block of Time; with the Unlimited Add On or the Unlimited Usage Offer; and 3) the Multi-Feature Pack; and continue to subscription without interruption through the term of this promotion; and
- have completed an Insight promotion for phone service, with one other non-regulated service, with a benefit period that has expired between December 4, 2007 and December 31, 2008.

Eligible customers will receive the following discounted rates, applicable on the customer's next twelve (12) consecutive monthly bills: (1) the Unlimited Usage Add On at a discounted Monthly Recurring Rate of \$0.00; (2) and the following discounted rates:

Customers paying a discounted rate for the Multi-Feature Pack of \$6.00 under the expired promotion will now pay a discounted rate of \$6.00. Customers paying a discounted rate for the 180 Block of Time of \$11.35 under the expired promotion will now pay a discounted rate of \$11.35.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

ISSUED: October 1, 2008

EFFECTIVE: October 1, 2008

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
3rd Revised Sheet 23
Cancels 2nd Revised Sheet 23

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

### **8.2.22. PROMOTION (CODE 4-S)**

To be eligible for this promotion customers must:

- enroll in this promotion between December 4, 2007 and December 31, 2008 as part of a Company initiated contact; or contact the company and request this promotion; (C)
- currently subscribe to 1) local service; 2) the 180 Minute Block of Time; with the Unlimited Add On or the Unlimited Usage Offer; and 3) the Multi-Feature Pack; and continue to subscription without interruption through the term of this promotion; and
- have completed an Insight promotion for phone service only with a benefit period that has expired between December 4, 2007 and December 31, 2008.

Eligible customers will receive (1) the Unlimited Usage Add On at a discounted Monthly Recurring Rate of \$0.00 and (2) a discounted rate for the 180 Block of Time of \$11.35, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
3rd Revised Sheet 24
Cancels 2nd Revised Sheet 24

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

#### 8.2.23. **PROMOTION** (CODE 3 - S)

To be eligible for this promotion customers must:

- enroll in this promotion between December 4, 2007 and December 31, 2008 as part of a Company initiated contact; or contact the company and request this promotion;
- currently subscribe to 1) local service; 2) the 180 Minute Block of Time; with the Unlimited Add On or the Unlimited Usage Offer; and 3) the Multi-Feature Pack; and continue to subscription without interruption through the term of this promotion; and
- have completed an Insight promotion for phone service, with one other non-regulated service, with a benefit period that has expired between December 4, 2007 and December 31, 2008.

Eligible customers will receive the following discounted rates, applicable on the customer's next twelve (12) consecutive monthly bills: (1) the Unlimited Usage Add On at a discounted Monthly Recurring Rate of \$0.00; (2) the 180 Block of Time at a discounted Monthly Recurring Rate of \$11.35; and (3) the following discounted rate for Multi-Feature Pack:

Customers paying a discounted rate of \$6.00 under the expired promotion will now pay a discounted rate of \$9.00 unless that customer has seen a comparable increase in a non-regulated product also included as part of this promotion, in which case the discounted rate will be \$8.00.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

(C)

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
3rdd Revised Sheet 25
Cancels 2nd Revised Sheet 25

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. Promotions

#### **8.2.24. PROMOTION (CODE 2 - S)**

To be eligible for this promotion customers must:

- enroll in this promotion between December 4, 2007 and December 31, 2008 as part of a Company initiated contact; or contact the company and request this promotion;
- currently subscribe to 1) local service; 2) the 180 Minute Block of Time; with the Unlimited Add On or the Unlimited Usage Offer; and 3) the Multi-Feature Pack; and continue to subscription without interruption through the term of this promotion; and
- have completed an Insight promotion for phone service, with two other non-regulated services, with a benefit period that has expired between December 4, 2007 and December 31, 2008.

Eligible customers will receive the following discounted rates, applicable on the customer's next twelve (12) consecutive monthly bills: (1) the Unlimited Usage Add On at a discounted Monthly Recurring Rate of \$0.00; (2) the 180 Block of Time at a discounted Monthly Recurring Rate of \$10.35; and (3) the following discounted rate for the Multi-Feature Pack:

Customers paying a discounted rate of \$2.00 under the expired promotion will now pay a discounted rate of \$5.00, unless that customer has seen a comparable increase in a non-regulated product also included as part of this promotion, in which case the discounted rate will be \$2.00.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

This offer is not available to employees of the Company, or to Lifeline Service customers. Customers participating in this offer may not participate in other promotional offers pertaining to monthly recurring charges.

(C)

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Original Sheet 26

### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

#### 8.2.25. MONTHLY RECURRING CHARGE PROMOTION

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2008 and March 31, 2009 during a Company initiated contact; or contact the company and request this promotion; and
- subscribe to (1) local service (access line); (2) to the Unlimited Usage Offer; and (3) to the Multi-Feature Pack; and (4) Voicemail; and continue subscription without interruption through the term of this promotion.

Eligible customers will receive discounted rates for the above phone charges totaling the amount listed below for each of the next 12 (twelve) consecutive months:

	Promotional  Monthly Recurring Rate
Customer with Phone Service Only:	\$40.00
Customer with Phone Service and High Speed Internet:	\$30.00
Customer with Phone Service and Basic/Classic Video Service:	\$25.00
Customer with Phone Service, Basic/Classic Vid Service and High Speed Internet:	leo \$25.00

In addition, Customers subscribing to Phone Service and one or more other non-regulated services will receive a waiver of the non-recurring installation charge.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 27

#### 8. PROMOTIONAL OFFERINGS

#### **8.2.** PROMOTIONS (CONT'D)

#### 8.2.26. ACTIVATION CHARGE PROMOTION

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 during a Company initiated contact; or contact the company and request this promotion; and:
- newly subscribe to 1) local service; 2) the Unlimited Usage Offer; and 3) the Multi-Feature Pack; and also subscribe to Insight High Speed Internet service; or
- enroll in this promotion between January 1, 2009 and March 31, 2009 during a Company initiated direct sales contact and
- newly subscribe to 1) local service; 2) the Unlimited Usage Offer; and 3) the Multi-Feature Pack.

Eligible customers will receive a waiver of the Line Activation Charge.

This offer is not available to existing customers, employees of the Company, Lifeline Service customers or to former subscribers who have canceled service within the past thirty days.

# INSIGHT PHONE OF OHIO, LLC

**SECTION 8** Original Sheet 28

#### 8. PROMOTIONAL OFFERINGS

## **8.2.** PROMOTIONS (CONT'D)

#### 8.2.27. MRC ADDITIONAL DISCOUNT

To be eligible for this additional discount, customers must be enrolled in a promotion on December 31, 2008.

Customers will receive a discount of \$3.00 on the Monthly Recurring Charge for the remainder of that promotional period.

This promotion applies regardless of any restrictions on additional promotions that may be noted in that current promotion.

#### 8.2.28. ADDITIONAL \$1.00 OFF DISCOUNT

Between January 1, 2009 and March 31, 2009 the additional \$1.00 discount will be available to customers that are not currently enrolled in any promotion and that currently subscribe to both Classic Video and Phone Service and continue subscription without interruption.

Customers will receive a discount of \$1.00 on their monthly bill.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 29

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

8.2.29 PROMOTION (Z-09-1&2) (S-09-1&2) (09ZPH43 – 09ZPHBB76) (09SPH43 – 09SPHBB76)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have either completed one or two Insight promotions for phone service, with a benefit period that has expired between January 1, 2009 and March 31, 2009, or completed one or two promotions for Phone Service and High Speed Internet Service that expired during that period.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$43.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

**SECTION 8** Original Sheet 30

#### 8. PROMOTIONAL OFFERINGS

**8.2.** Promotions

AN

8.2.30 PROMOTION (Z09-3) (09ZCLPH63) (09SCLPH63)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have previously subscribed to High Speed Internet Service and have completed one or two Insight promotions for Phone Service with both High Speed Internet Service and Classic Video Service, with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$28.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

**SECTION 8** Original Sheet 31

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

8.2.31 PROMOTION (Z-09-2 & 3) (S-09-2 & 3) (09ZCLPH78 – 09ZBUN105) (09SCLPH78 – 09SBUN105)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have either completed one or two Insight promotions for Classic Video and Phone Service with a benefit period that has expired between January 1, 2009 and March 31, 2009, or completed one or two Insight promotions for Phone, High Speed Internet and Classic Video service that expired during that period.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$33.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 32

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

8.2.32 PROMOTION (Z -09-2 & 3) (S -09-2 & 3) (09ZPH35 – 09ZPHBB63) (09SPH35 – 09SPHBB63)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have been either a High Speed Internet or Video customer and completed one or two promotions for High Speed Internet, or Classic Video and Phone with a benefit period that has expired between January 1, 2009 and March 31, 2009; or a Classic Video Customer who subsequently added Phone and High Speed Internet at the same time and has completed one or two promotions for those three services that expired during that period.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$35.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

**SECTION 8** Original Sheet 33

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

## 8.2.33 PROMOTION (Z-09-3) (S-09-3) (09ZPH30 – 09SPH30)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have previously subscribed to High Speed Internet and Classic Video Service, subsequently added Phone Service and completed one or two promotions for those three services with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$30.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 35

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

### 8.2.35 PROMOTION (G-09-1 & 2) (GPH46 – GPHBB80)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have completed three Insight promotions for either phone service or both phone service and High Speed Internet, with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$46.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 36

#### 8. Promotional Offerings

#### 8.2. Promotions

### 8.2.36 PROMOTION (G09-2 &3) (GCLPH80 – GCLPHBB106)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have completed three Insight promotions, with a benefit period that has expired between January 1, 2009 and March 31, 2009, for phone service and Classic Video; or completed three promotions for Phone Service, Classic Video Service and High Speed Internet Service, that expired during that period.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$34.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 37

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. Promotions

### 8.2.37 PROMOTION (G09-2 & 3) (GPH36 – GPHBB63)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have previously subscribed to High Speed Internet or Video Service and subsequently added Phone Service and have completed three promotions for those services with a benefit period that has expired between January 1, 2009 and March 31, 2009; or
- have previously subscribed to Video Service and subsequently added Phone Service and High Speed Internet Service at the same time, and have completed three promotions for those three services with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$36.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

## INSIGHT PHONE OF OHIO, LLC

SECTION 8
Original Sheet 38

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. PROMOTIONS

## 8.2.38 PROMOTION (G09-3) (GCLPH63)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have previously subscribed to High Speed Internet Service and subsequently added Phone Service and Video Service at the same time and have completed three promotions for those three services with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$27.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

# INSIGHT PHONE OF OHIO, LLC

**SECTION 8** Original Sheet 39

#### 8. PROMOTIONAL OFFERINGS

#### 8.2. Promotions

## 8.2.39 PROMOTION (G09-3) (GPH31)

To be eligible for this promotion customers must:

- enroll in this promotion between January 1, 2009 and March 31, 2009 as part of a Company initiated contact; or contact the company and request this promotion;
- subscribe to 1) local service (access line); 2) the Unlimited Usage Offer; 3) the Multi-Feature Pack; and 4) Voicemail; and continue subscription without interruption through the term of this promotion; and
- have previously subscribed to High Speed Internet Service and Video Service and subsequently added Phone Service and have completed three promotions for those three services with a benefit period that has expired between January 1, 2009 and March 31, 2009.

Eligible customers will receive discounted rates for the above phone charges totaling a discounted rate of \$31.00, applicable on the customer's next twelve (12) consecutive monthly bills.

This offer does not apply to monthly recurring charges for additional lines, usage charges, other optional features, or applicable taxes and surcharges.

Customers are only eligible to subscribe for one promotional period; customers may not re-enroll after the twelve month promotional benefit period ends.

SECTION 9
1st Revised Sheet 1
Cancels Original Sheet 1

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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# INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 2
Cancels Original Sheet 2

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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# INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet3
Cancels Original Sheet 3

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.



(D)

INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 4
Cancels Original Sheet 4

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 5
Cancels Original Sheet 5

# 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

(N)

INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 6
Cancels Original Sheet 6

# 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.



# INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet7
Cancels Original Sheet 7

# 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

(N)

# INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 8
Cancels Original Sheet 8

# 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

(N)

INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 9
Cancels Original Sheet 9

# 9. MESSAGE TELECOMMUNICATIONS SERVICE

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.



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# INSIGHT PHONE OF OHIO, LLC

SECTION 9
2<sup>nd</sup> Revised Sheet 10
Cancels 1st Revised Sheet 10

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

#### 9.1. DIRECTORY ASSISTANCE SERVICE

**(T)** 

#### **9.1.1. GENERAL**

**(T)** 

Directory Assistance Service is furnished upon customer request for assistance in obtaining information for InterLATA listings within the state. Customers will be charged for all requests including requests for listings that are not available or not found.

Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.

Calls completed through Directory Assistance service will be billed directly to the customer's account. Alternate billing options and operator services are not available.

Charges will not be levied for Directory Assistance on an individual who affirms in writing to the Company that a visual or physical disability prevents them from using a telephone directory.

#### 9.1.2. RATES AND CHARGES

See Price List for currently billed rates.

(T)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

(N)

# INSIGHT PHONE OF OHIO, LLC

SECTION 9
1st Revised Sheet 11
Cancels Original Sheet 11

## 9. MESSAGE TELECOMMUNICATIONS SERVICE

#### 9.2. BUSY LINE VERIFICATION AND INTERRUPT SERVICE

**(T)** 

#### **9.2.1. GENERAL**

(T)

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The Operator will inform the calling party of the applicable charge prior to verifying the requested line.

Busy Line Verification and Interrupt Service rates apply to requests for verification and/or interruption of MTS calls within the state. A Busy Line Verification charge also applies for each Busy Line Interruption.

#### 9.2.2. RATES AND CHARGES

See Price List for currently billed rates.

(T)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.



INSIGHT PHONE OF OHIO, LLC

**SECTION 10** Original Sheet 1

#### 10. CARRIER-TO-CARRIER

#### 10.1. GENERAL

Insight Phone of Ohio, LLC will make all of its services available for resale to any other local exchange carrier on a non-discriminatory basis where facilities permit.

**SECTION 11** Original Sheet 1

#### 11. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 11.1. Non-Emergency N11 Dialing Service

The Company will provide translation of routing direction for direct dialed calls for N11 Non-Emergency services.

N11 Dialing Service is a three digit dialing arrangement available in specified areas for delivery of direct dialed local calls for general information, community information and referral services. N11 subscribers must comply with any FCC or State orders and rules pertaining to the provision of N11 service. The following N11 services may be available:

- 211 Human Services Organizations (e.g., United Way, health-related services)
- 311 Non-emergency city service calls
- 511 Department of Transportation/traveler information

#### 11.1.1 Provision of Service

- A. Service is available in areas in which Insight Phone provides local service, and as facilities permit.
- B. All requests for the designation of N11 abbreviated dialing must be approved by the Public Utilities Commission of Ohio. The Commission will designate N11 numbers based upon requirements and/or standards established by the FCC.
- C. Calls initiated in the local calling area of the subscriber to N11 numbers will be translated and routed to the subscriber's main telephone number.
- D. If a merger of local calling areas occurs, and a N11 exists in both areas, the N11 subscriber who established the service first in time will be entitled to retain the N11 number in the new, merged, local calling area.
- E. Service may not be transferred or sold to an unaffiliated entity.

**SECTION 11** Original Sheet 2

#### 11. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 11.1.2 SERVICE REQUIREMENTS AND CONDITIONS

- A. Access to N11 is only available through direct dialed calls. It is not available through: 1+, Operator Assisted, Credit Card, Third Party billing, Collect Calls, Inmate Service or 101XXXX.
- B. If a subscriber fails to establish service, or decides to discontinue service, the N11 number will be recalled and the number will be considered available for reassignment. If the network has been provisioned, nonrecurring charges will not be refunded or waived.
- C. Only one 7 or 10 digit toll free number may be used as the lead number per basic local calling area. All central offices within a local calling area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number.
- D. The subscriber is responsible for obtaining all necessary permission licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service and from all holders of copyrights, trademarks and patents used in connection with said service.
- E. The subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all liability, suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection with, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.

INSIGHT PHONE OF OHIO, LLC

**SECTION 11** Original Sheet 3

#### 11. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 11.1.2 SERVICE REQUIREMENTS AND CONDITIONS (CONT'D)

- F. The subscriber shall comply with all applicable laws, rules, regulations and ordinances of any local, state, federal or regulatory agency having jurisdiction over its services and its request and designation for N11 service. Subscriber shall indemnify, protect, defend and hold the Company harmless from and against any and all costs, expenses or liability resulting from any violation or failure to comply with the foregoing.
- G. The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- H. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities. The company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities.

INSIGHT PHONE OF OHIO, LLC

SECTION 11
Original Sheet 4

#### 11. MISCELLANEOUS SERVICE ARRANGEMENTS

# 11.1.3 RATES AND CHARGES

## A. Service Establishment Charge

The Service Establishment Charge is a non-recurring charge that applies to each entity subscribing to N11 Service. A Service Establishment Charge will apply per N11 code translated.

#### B. Translation Fee

The Translation Fee is a non-recurring charge that applies per Rate Center for all rate centers included in the subscriber's calling area.

#### C. Rates

See Price List for currently billed rates.

#### Non-Recurring Charge Maximum

Service Establishment Charge \$185.00

Translation Fee 120.00

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** 6th Revised Sheet 1 Cancels 5th Revised Sheet 1

# PRICE LIST

#### SERVICE CONNECTION AND MAINTENANCE CHARGES

REFERENCE: SECTION 4.5.

		Nonrecurring Charge
1. S	ERVICE CONNECTION AND LINE ACTIVATION CHARGES	
A.	Service Connection Charge	\$60.00
В.	Primary Line Activation Charge	\$25.00
	Additional Line Activation Charge	\$30.00
D.	Line Restoration Charge after disconnection for	
	non-payment, per line	\$45.00 (I)
E.	Service Dispatch Charge (subsequent to initial	
	installation)	\$45.00
2. S	ERVICE CHANGE CHARGES	
A.	Telephone Number Change	\$20.00
	Feature Change Charge	\$5.00
C.	PIC Change Charge (OutPICs only)	\$5.00
D.	Electronic PIC Change Charge (OutPICs only)	\$1.25
E.	Move Change Charge	\$15.00
3. REPAIR AND MAINTENANCE CHARGES		
A.	Initial Hour, or fraction thereof	\$44.95
B.	Each Additional 1/2 Hour, or fraction thereof	\$20.00

INSIGHT PHONE OF OHIO, LLC

PRICE LIST
6th Revised Sheet 2
Cancels 5th Revised Sheet 2

## PRICE LIST

#### RESIDENTIAL SERVICE

RESIDENTIAL LOCAL SERVICE		
REFERENCE: SECTION 5.1.	Monthly <u>Charge</u>	
A. Local Only Offer	\$22.00 (I)	
	(D)	
B. Each Additional Access Line	10.00 (I)	
	(T)	
Service information previously in this section has been deta in the Insight Ohio Long Distance Service Guide,		

ISSUED: December 30, 2010

EFFECTIVE: January 1, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 90-9294-TP-TRF

# **INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 3

## PRICE LIST

## INSIGHT RESIDENTIAL SERVICE

## RESIDENTIAL LOCAL SERVICE

REFERENCE: SECTION 5.1.6.

	Monthly <u>Charge</u>
A. Local Service Packages	
1. Standard Package	\$23.60
2. Expanded Package	30.60
3. Value Package	36.60
4. Expanded Package II	40.25
5. Value Package II	55.25
6. Additional Lines, each	9.65
7. Additional IntraLATA usage	
over the block-of-time, per minute	0.07
B. Local Only Offer	12.65

# **INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** 1st Revised Sheet 4 **Cancels Original Sheet 4** 

# PRICE LIST

## MISCELLANEOUS SERVICES

## **CUSTOM CALLING FEATURES**

#### REFERENCE: SECTION 7.1.3.

ELECTION SECTION (14210)	Monthly <u>Charge</u>
A. Optional Features (Monthly)	
1. Anonymous Call Rejection	\$1.00
2. Call Forwarding Remote Access	5.00
3. Call Forwarding Selective	3.50
4. Call Forwarding Variable	3.50
5. Call Return	4.00
6. Call Return Blocking	-
7. Call Screening	7.00
8. Call Trace	[1]
9. Call Waiting	4.00 (I)
10. Caller ID	8.00
11. Caller ID Blocking Per Line	-
12. Caller ID Blocking Per Call	-
13. Custom Ring Service	3.50
14. Distinctive Ring Service	4.00
15. LD Alert [2]	3.00
16. Prohibit Billed to Third Number Calls	-
17. Prohibit Collect Calls	-
18. Prohibit Billed to Third Number and Colle	ct Calls -
19. Repeat Dialing	4.00
20. Repeat Dialing Restrict	-
21. Speed Dialing 8	3.25
22. Speed Dialing 30	3.75
23. Three-Way Calling	3.50
24. Call Forward Busy	1.00
25. Call Forward No Answer	1.00
Сная	RGE MONTHLY
PER C	CALL CAP
B. Optional Features (Per Use)	
1. Ĉall Return \$0.5	50 \$4.00
2. Call Trace 3.0	00 [1]
3. Repeat Dialing 0.5	50 4.00

- Call Trace is not offered on a monthly basis and has no monthly cap. Monthly charge does not apply if Call Waiting is provisioned on the same line. [1]

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 5

## PRICE LIST

## MISCELLANEOUS SERVICES

# **CUSTOM CALLING FEATURES (CONT'D)**

REFERENCE: SECTION 7.1.3.

REFERENCE: SECTION 7.1.3.	Monthly <u>Charge</u>
C. Feature Packages	
<ol> <li>Two Feature Package</li> </ol>	\$11.00
2. Multi Feature Package	16.00

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 6

## PRICE LIST

#### MISCELLANEOUS SERVICES

#### **TOLL RESTRICTION**

REFERENCE: SECTION 7.3.3.

**NONRECURRING CHARGE** 

A. Toll Restriction \$5.00 [1]

This charge is currently waived. [1]

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 7

## PRICE LIST

#### MISCELLANEOUS SERVICES

#### **OPERATOR ASSISTED SERVICES**

**REFERENCE: SECTION 7.4.4** 

Rates shown apply to the provision of traditional operator services.

	SERVICE
	CHARGE
	PER CALL
A. Local Operator Services	
1. Operator Station	
a. Ĉollect	\$1.10
b. Billed to Third Number	1.50
c. Other Operator Assisted	1.10
2. Person-to-Person	3.00

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** 1st Revised Sheet 8 **Cancels Original Sheet 8** 

## PRICE LIST

#### MISCELLANEOUS SERVICES

#### **DIRECTORY ASSISTANCE SERVICE**

**REFERENCE: SECTION 7.5.3** 

CHARGE PER CALL

A. Directory Assistance Service Charge

\$1.25 (I)

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** 1st Revised Sheet 9 Cancels Original Sheet 9

## PRICE LIST

#### MISCELLANEOUS SERVICES

## RESERVED FOR FUTURE USE

(T) (D) (D)

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 10

## PRICE LIST

## MISCELLANEOUS SERVICES

#### BUSY LINE VERIFICATION AND INTERRUPT SERVICE

**REFERENCE: SECTION 7.7.3** 

		CHARGE <u>Per Use</u>
A.	Busy Line Verification, each	\$2.00
B.	Busy Line Interrupt, each	2.60

# **INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 11

## PRICE LIST

## MISCELLANEOUS SERVICES

#### **DIRECTORY LISTINGS**

REFERENCE: SECTION 7.8.5.

		Monthly <u>Charge</u>
A.	Additional Alphabetical Listing	\$1.80
B.	Non-Published Number, each	\$1.10
C.	Non-Listed Number, each	\$1.10
		Nonrecurring <u>Charge</u>
D.	Directory Listing Change Charge	\$5.00

INSIGHT PHONE OF OHIO, LLC

PRICE LIST
1st Revised Sheet 12
Cancels Original Sheet 12

## PRICE LIST

(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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INSIGHT PHONE OF OHIO, LLC

PRICE LIST
1st Revised Sheet 13
Cancels Original Sheet 13

# PRICE LIST

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(D)

Service information previously in this section has been detariffed and can now be found in the Insight Ohio Long Distance Service Guide, <a href="http://www.insightcom.com/tariffs.htm">http://www.insightcom.com/tariffs.htm</a>.

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INSIGHT PHONE OF OHIO, LLC

PRICE LIST
1st Revised Sheet 14
Cancels Original Sheet 14

## PRICE LIST

#### MESSAGE TELECOMMUNICATIONS SERVICE

#### **DIRECTORY ASSISTANCE SERVICE**

REFERENCE: SECTION 9.1.

(T)

CHARGE PER CALL

A. Directory Assistance Service Charge

\$1.25

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** 1st Revised Sheet 15 Cancels Original Sheet 15

## PRICE LIST

#### MESSAGE TELECOMMUNICATIONS SERVICE

# RESERVED FOR FUTURE USE

(T)

(D)

(D)

INSIGHT PHONE OF OHIO, LLC

PRICE LIST
1st Revised Sheet 16
Cancels Original Sheet 16

## PRICE LIST

#### MESSAGE TELECOMMUNICATIONS SERVICE

#### BUSY LINE VERIFICATION AND INTERRUPT SERVICE

REFERENCE: SECTION 9.2.

**(T)** 

		CHARGE <u>Per Use</u>
A.	Busy Line Verification, each	\$2.00
B.	Busy Line Interrupt, each	2.60

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 17

# PRICE LIST

# MESSAGE TELECOMMUNICATIONS SERVICE

# RETURNED CHECK CHARGE

REFERENCE: SECTION 2.4.6.

**CHARGE** PER USE

Returned Check Charge

\$30.00

**INSIGHT PHONE** OF OHIO, LLC

**PRICE LIST** Original Sheet 18

# PRICE LIST

### MISCELLANEOUS SERVICE ARRANGEMENTS

REFERENCE: SECTION 11.1.3.

Non-Recurring Charge

Service Establishment Charge \$185.00

Translation Fee 120.00

# EXHIBIT B PROPOSED TARIFF PAGES

**TITLE SHEET** Original Sheet 1

This Tariff, Insight Phone of Ohio, LLC P.U.C.O. No. 3, Cancels and Supersedes in its entirety, Insight Phone of Ohio, LLC P.U.C.O. No. 1

REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

# INSIGHT LOCAL SERVICE

PROVIDED BY

INSIGHT PHONE OF OHIO, LLC D/B/A INSIGHT PHONE

WITHIN THE STATE OF OHIO

# INSIGHT PHONE OF OHIO, LLC

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INSIGHT PHONE OF OHIO, LLC

SECTION 1
Original Sheet 3

#### 1. APPLICATION OF TARIFF

#### 1.1. GENERAL

This Tariff applies to the furnishing of Insight Local Service, defined herein, by Insight Phone of Ohio, LLC d/b/a Insight Phone (hereinafter referred to as the "Company"). Descriptions of services, rates and regulations may be found in the Insight Ohio Service Guide, <a href="http://www.myinsight.com/tariffs.htm">http://www.myinsight.com/tariffs.htm</a>.

The provision of Insight Local Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other Tariffs or Service Guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by Public Utilities Commission of Ohio.

#### 1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in rate
- (N) To signify a new rate or regulation
- (R) To signify a reduction in rate
- (T) To signify a change in text but no change in rate or regulation

INSIGHT PHONE OF OHIO, LLC

SECTION 2
Original Sheet 4

#### 2. GENERAL REGULATIONS

#### 2.1 GENERAL

The Company is subject to the Commission service requirements for Basic Local Exchange Service (BLES) in Rule 1-6-12 and as set forth on the Telephone Service Requirements Form.

### 2.2. Universal Emergency Telephone Number Service (911, E911)

Rates and regulations are contained in Insight's Telephone Service Requirements Form.

### 2.3. TELECOMMUNICATIONS RELAY SERVICE (TRS)

Telecommunications Relay Service (TRS) is a relay telecommunications Service for persons who are deaf or hearing and/or speech disabled. The Service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech. Persons utilizing this Service will be charged as if the call were directly dialed.

Customers are assessed a charge per line, per month, to fund the Telecommunications Relay Services in accordance with section 4905.84 of the Ohio Revised Code.

#### MONTHLY CHARGE

TRS Surcharge, per access line

\$0.02

#### 2.4.. LATE PAYMENT CHARGE

The Company will assess a late payment charge equal to 1.5% of the balance due on the unpaid portion of the bill if payment is not received by the payment due date.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the customer's bill.

The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

INSIGHT PHONE OF OHIO, LLC

**SECTION 3** Original Sheet 5

### 3. SERVICE AREAS

### 3.1. LOCAL SERVING AREA

The Company offers local service where facilities are available within the state of Ohio and concurs in the local calling areas and maps filed by the incumbent Local Exchange Companies.

INSIGHT PHONE OF OHIO, LLC

**SECTION 4** Original Sheet 6

#### 4. SERVICE CHARGES

#### 4.1. GENERAL

The Company's service is subject to nonrecurring service charges that apply to customer requests for connecting, moving or changing service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.

Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once has it begun, an additional charge may apply based upon the additional cost involved. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.

#### 4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

#### **4.2.1. DESCRIPTION OF CHARGES**

A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.

Customers may select a deferred payment arrangement for the payment of local residential service installation charges. A deferred payment arrangement will allow such charges to be paid to the Company over a three-month period of time after installation.

- A. The Service Connection Charge applies per occurrence for the initial or subsequent installation of facilities and equipment, and to any change of location of such facilities and equipment.
- B. The Primary Line Activation Charge applies per occurrence where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

ISSUED: May 19, 2011 EFFECTIVE: May 19, 2011

INSIGHT PHONE OF OHIO, LLC

**SECTION 4** Original Sheet 7

#### 4. SERVICE CHARGES

# 4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES (CONT'D)

### **4.2.1. DESCRIPTION OF CHARGES (CONT'D)**

- C. The Additional Line Activation Charge applies per occurrence for additional lines where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Additional Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.
- D. The Line Restoration Charge will apply on each line to be restored after disconnection for non-payment of charges.
- E. The Service Dispatch Charge will apply for any subsequent request to add or modify facilities after initial installation.

#### 4.3. SERVICE CHANGE CHARGES

#### **4.3.1. DESCRIPTION OF CHARGES**

Service Change Charges apply per line when a customer requests a change in existing service.

- A. Telephone Number Change A charge applies to each customer-requested change in telephone number.
- B. Move Change Charge The customer will be assessed a Move Change Charge for the disconnection of existing equipment at one location and reconnection of the same equipment at a new location within the same local exchange area. Service Dispatch charges may also apply.

ISSUED: May 19, 2011 EFFECTIVE: May 19, 2011

# INSIGHT PHONE OF OHIO, LLC

**SECTION 4** Original Sheet 8

# 4. SERVICE CHARGES

# 4.4. RATES AND CHARGES

THE THE CHARGES	CURRENT CHARGE	MAXIMUM CHARGE			
SERVICE CONNECTION AND LINE ACTIVATION CHARGES					
Service Connection Charge	\$60.00	\$60.00			
.Primary Line Activation Charge	\$25.00	\$60.00			
Additional Line Activation Charge	\$30.00	\$60.00			
Line Restoration Charge after disconnection for					
non-payment, per line	\$45.00	\$60.00			
Service Dispatch Charge (subsequent to initial					
installation)	\$45.00	\$90.00			
SERVICE CHANGE CHARGES					
Telephone Number Change	\$20.00	\$40.00			
Move Change Charge	\$15.00	\$22.50			

# INSIGHT PHONE OF OHIO, LLC

**SECTION 5** Original Sheet 9

#### 5. RESIDENTIAL SERVICE

#### 5.1. RESIDENTIAL LOCAL SERVICE

#### **5.1.1. DESCRIPTION OF SERVICE**

Residential Local Service (basic local exchange service) provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. This Service includes:

Local dial tone service;

Touch tone dialing service;

Access to and usage of 9-1-1 services, where such services are available;

Access to operator services and directory assistance;

Provision of a telephone directory and a listing in that directory;

Per call, caller identification blocking services;

Access to telecommunications relay service; and

Access to toll presubscription, interexchange or toll providers

or both, and networks of other telephone companies.

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will apply.

#### **5.1.2.** RATES

	MONTHLY <u>Charge</u>
Local Service	\$22.00
Each Additional Access Line	10.00

# INSIGHT PHONE OF OHIO, LLC

SECTION 5
Original Sheet 10

#### 5. RESIDENTIAL SERVICE

#### **5.2.** LIFELINE SERVICE

#### **5.2.1. DESCRIPTION OF SERVICE**

Lifeline Service provides a discount in the recurring monthly rate for the provision of local residential service for certain low-income customers.

- A. Lifeline Service will be made available only to qualified low income customers who participate in any one of the following programs:
  - 1. Supplemental Security Income (SSI)
  - 2. Food Stamps
  - 3. Medicaid
  - 4. Federal Public Housing Assistance
  - 5. Low Income Home Energy Assistance Program (LIHEAP)
- B. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program and will be provided to a customer only so long as such customer continues to meet the Company's participation and certification guidelines.
- C. The Company will provide Lifeline Service with Basic Local Exchange Service. Lifeline Service is limited to only one service per qualified customer or household.
- D. Lifeline customers are subject to all applicable installation charges, all applicable state, local and federal taxes and surcharges and to all residential service regulations in this and other Tariffs or Service Guides of the Company.
- E. Lifeline customers may not subscribe to any other type of residence Local Service at the same or other premises.

#### **5.2.2. DISCOUNT**

A. The Company will provide our Lifeline customers with a discount of \$13.50 off of the monthly basic local service charge.

# EXHIBIT C DESCRIPTION OF FILING

# **INSIGHT PHONE OF OHIO, LLC**

#### **DESCRIPTION OF FILING**

At the direction of the Commission, this filing makes revisions to Insight Phone of Ohio, LLC, Local Service Tariff P.U.C.O. No. 3, which cancels Insight Phone of Ohio, LLC, Local Service Tariff P.U.C.O. No. 1 in its entirety. This filing includes the replacement of Exhibit B.

The filing establishes the tariff applicable to Basic Local Exchange Service and is made in accordance with Commission Order: Case No. 10-1010-TP-ORD

# EXHIBIT D CUSTOMER NOTICE

### **INSIGHT PHONE OF OHIO, LLC**

#### CUSTOMER NOTICE

"This notice is required by the Public Utilities Commission of Ohio. Beginning on May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate phone service that are provided by Insight Communications will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This information will now be posted in Insight's Ohio Intrastate Service Guide on our website at <a href="mainto:myinsight.com/tariffs">myinsight.com/tariffs</a>. In the future, the service guide will govern the price, service description, and the terms and conditions of our services and you should review it carefully. This is not a rate increase. Insight Communications will always provide at least fifteen days advance notice of rate increases, changes in terms and conditions and discontinuance of existing services. If you have any questions about this matter, please call Insight Communications at the toll-free number listed on this bill, or visit us at <a href="www.myinsight.com/tariffs">www.myinsight.com/tariffs</a>. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information."

# EXHIBIT E AFFIDAVIT

# INSIGHT PHONE OF OHIO, LLC

### **AFFIDAVIT**

#### CUSTOMER NOTICE AFFIDAVIT

#### **AFFIDAVIT**

I, Gregory Cameron, am an authorized agent of the applicant corporation, Insight Phone of Ohio, LLC, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through Bill Message on between June 16 through July 14, 2011 in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

6/22/2011 1:11:57 PM

in

Case No(s). 11-3837-TP-ATA

Summary: Tariff Correction to Application relating to Detariffing, at the direction of the Commission. electronically filed by Ms. Janice Boice on behalf of INSIGHT PHONE OF OHIO VP TELECOM LEGAL AFFAIRS