

ORIGINAL

NEW APPLICATION



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2009 OCT 26 P 4: 40

13865 Sunrise Valley Drive  
Herndon, VA 20171

**VIA OVERNIGHT DELIVERY**

October 23, 2009

AZ CORP COMMISSION  
DOCKET CONTROL

Mr. Brian McNeil  
Executive Secretary  
Docket Control Center  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007-2996

T-04302A-09-0507

Re: *XO Communications Services, Inc. Arizona Tariff No. 7 Revisions*

Dear Mr. McNeil:

Enclosed please find for filing an original and thirteen (13) copies of XO Communications Services, Inc. ("XO") Arizona Tariff No. 7 revisions. These revisions modify billing dispute language.

The following pages are included with this filing:

- 6th Revised Page 1**
- 1st Revised Page 16**
- Original Page 16.1**

This tariff is being filed with an issued date of October 26, 2009 and effective date of November 25, 2009.

Also enclosed is an additional copy and a self-addressed stamped envelope, please return a date-stamped copy of this letter in the envelope provided. Should you have any questions, please contact me by telephone at 703-547-2635 or by email at [daniel.ostroff@xo.com](mailto:daniel.ostroff@xo.com).

Sincerely,

Daniel G. Ostroff  
Senior Regulatory Analyst

Enclosures

Arizona Corporation Commission  
**DOCKETED**

**OCT 26 2009**

DOCKETED BY

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
1	6 <sup>th</sup> Rev.	*	26	Original
2	1st Rev.		27	Original
3	Original		28	1st Rev.
4	1st Rev.		29	Original
5	Original		30	Original
6	Original		31	Original
7	1st Rev.		32	Original
8	Original		33	Original
9	1st Rev.		34	Original
10	Original		35	Original
11	Original		36	Original
12	Original		37	Original
13	Original		38	Original
14	Original		39	Original
15	Original		40	Original
16	1st Rev.	*	41	Original
16.1	Original	*	42	Original
17	Original		43	1st Rev.
18	Original		44	1st Rev.
19	Original		45	Original
20	Original		46	1st Rev.
21	Original		46.1	Original
22	Original		46.2	Original
23	Original			
24	Original			
25	Original			

\* - indicates those pages included with this filing

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Claims and Disputes

2.11.1 Customer Must Dispute Bills or Rates Charged Within 30 Days of Invoice

(C)(N)

If a Customer does not give the Company written notice of a billing or rate dispute within 30 days from the date the invoice was rendered, such invoice and the charges levied shall be deemed to be reasonable, correct and binding. In the event Customer disputes any billing or rates, Customer shall notify Company in writing, providing the billing identification, trouble ticket number and an explanation for the dispute, and shall nevertheless pay all undisputed charges within the 30 day period specified above.

2.11.2 Dispute Procedures

The date of the dispute shall be the date on which the Customer furnishes the Company the account information required above.

Company will investigate the dispute and attempt to resolve the billing or rate issues within 45 days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner and within the 30 days specified in this Section. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless Customer has first complied with this Section, or in any event more than 90 days after the service is rendered.

The Date of Resolution is the date the Company completes its investigation, provides written notice to the Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company, and credits the Customer's account, if applicable.

(C)(N)  
(N)

Upon resolution of dispute, Customer must make payment to Company within 15 days from the Date of Resolution.

In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.10.2.B. If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute within 90 days of the payment due date, penalty interest may be applicable.

If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute after 90 days of the payment due date, penalty interest may be applicable.

(N)

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.11 Claims and Disputes, (Cont'd.)**

**2.11.2 Dispute Procedures, (Cont'd.)**

If the billing dispute is resolved in favor of the Customer, the Customer shall receive a credit from the Company. This credit will be an amount equal to the disputed amount resolved in the Customer's favor.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30day month.