

ORIGINAL

NEW APPLICATION



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November 9, 2016

**VIA FEDERAL EXPRESS**

Docket Control Center  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007  
(602) 542-2237

Arizona Corporation Commission

**DOCKETED**

NOV 10 2016

DOCKETED BY *P.A.*

RECEIVED  
AZ CORP COMMISSION  
DOCKET CONTROL  
2016 NOV 10 A 11:47

Re: i-wireless, LLC - Tariff Revisions  
T-020538A

T-20538A-16-0413

Dear Sir/Madam:

Enclosed please find for filing an original and one (1) copy of i-wireless, LLC 's revised Informational Lifeline Tariff pages 2, 3, 7, 8, 13, 14, and 16 through 22 with an effective date of December 2, 2016. The revisions reflect changes necessary to comply with recent Federal Communications Commission rule changes that will take effect December 2, 2016, and the rate changes result in increased benefits to the consumer.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me at 770-232-7805 or hkirby@telecomcounsel.com.

Respectfully submitted,

Heather Kirby  
Regulatory Specialist  
Lance J.M. Steinhart, P.C.  
Attorneys for i-wireless, LLC

Enclosures

I-WIRELESS, LLC  
D/B/A ACCESS WIRELESS

Arizona Tariff No. 1  
5<sup>th</sup> Revised Sheet No. 2  
Cancels 4<sup>th</sup> Revised Sheet No. 2

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**CHECK SHEET**

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	5 <sup>th</sup> Revised*		
3	2 <sup>nd</sup> Revised*		
4	Original		
5	Original		
6	Original		
7	1 <sup>st</sup> Revised*		
8	1 <sup>st</sup> Revised*		
9	Original		
10	Original		
11	Original		
12	Original		
13	2 <sup>nd</sup> Revised*		
14	3 <sup>rd</sup> Revised*		
15	1 <sup>st</sup> Revised		
16	2 <sup>nd</sup> Revised*		
17	1 <sup>st</sup> Revised*		
18	2 <sup>nd</sup> Revised*		
19	1 <sup>st</sup> Revised*		
19.1	Original*		
20	4 <sup>th</sup> Revised*		
21	2 <sup>nd</sup> Revised*		
21.1	1 <sup>st</sup> Revised*		
22	4 <sup>th</sup> Revised*		
Exhibit 1	Original		

\* New or Revised Sheet

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Issue Date: Nov. 10, 2016

Effective Date: Dec. 2, 2016

By: Paul McAleese, CEO  
1 Levee Way, Suite 3104  
Newport, Kentucky 41071

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**SECTION 2 - TERMS OF SERVICE**

2.1 Customer Service

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Access Wireless  
1 Levee Way, Suite 3104  
Newport, Kentucky 41071  
1-866-594-3644

2.2 Directory Assistance

Directory Assistance is an offering which provides Customers with access to telephone number information. Customers may request up to three (3) telephone numbers per call.

2.3 Emergency Calls

Calls (and texts, where available) to 911 emergency services are always free of charge, even if the customer has no account balance remaining. If a customer is in an area where the phone is searching for a wireless signal or there is no wireless signal or wireless service, a call to 911 may not go through. Customers are advised to not rely solely on their wireless phone in an emergency situation and are directed to dial 911 from the nearest landline phone to call for help in an emergency.

2.4 Special Accommodations

Any hearing, visual or speech impaired persons interested in applying for a specially equipped handset must specify the need(s) in the application and the Company will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

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2.5 Taxes and Surcharges

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are not included in the rates quoted herein, with the exception of the Free Plans in Section 5 below.

2.6 Coverage Maps

Coverage maps may be found on the Company's website, [www.iwirelesshome.com](http://www.iwirelesshome.com). These maps are for general informational purposes only. The Company does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and equipment may interfere with actual service, quality and availability. Actual coverage and service areas may vary from the maps and may change without notice. A list of zip codes in which Access Wireless' Lifeline service is available is attached as Exhibit 1.

2.7 International Calling

International calls are billed at the international per-minute rate for the country called plus standard airtime rates. International rates vary. Visit [www.iwirelesshome.com](http://www.iwirelesshome.com) to check international rates.

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2.15 Warranties

The Company does not manufacture its mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. The Company has no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. THE COMPANY DOES NOT PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF.

2.16 Customer Cancellation Policy

If a customer chooses to terminate their service for any reason, they must contact our customer care organization (1-866-594-3644 or 611 from their phone) and request termination from the program. The customer may also terminate by sending a letter to our corporate office. The account will be terminated within two (2) business days of the request and that subscriber will not be included in the next 497 filing.

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Handset Activation

If a customer's Lifeline activation is accepted, the customer will receive a handset, complete with charger, delivered to the home address noted in their application. They will also receive a welcome kit with the Company's terms and conditions of service and a "Getting Started" guide. The customer will be directed to contact customer service in order to elect the rate plan option of their choice.

The wireless telecommunications networks used to transmit calls for the Lifeline service are owned and operated by the Company's Underlying Carrier(s), not the Company.

Access Wireless handsets are programmed for use on the Company's networks; even if unlocked, handsets may not be compatible with other wireless service.

Services are provided at the Company's discretion. Some functions and features referenced in the Manufacturer's manual provided with the handset may not be available on all Company handsets.

3.2 Airtime Usage

Airtime minutes will be deducted for all time during which an Access Wireless phone is connected to, or using, the wireless system of the Underlying Carrier.

Use of a wireless system typically begins when the user presses the "send," "call" or other key to initiate or answer a call and does not end until the user presses the "end" key or the call is otherwise terminated.

Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, and to access voice mail.

Airtime minutes are not deducted for calls to 911 or Customer Care.

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**Section 4 Lifeline Program**

**4.1 General**

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996, and with the FCC's Lifeline Reform Order (FCC 12-11) in WC Docket No. 11-42 and Lifeline Modernization Order (FCC 16-38, rel. April 27, 2016).

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(B) Lifeline is supported by the federal universal service support mechanism.

(C) The total Lifeline credit available to an eligible customer is nine dollars and twenty-five cents (\$9.25).

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(D) Designated Services Available To Lifeline Customers:

- Broadband Internet access services [\$54.101(a)(2)]
- Voice Telephony service[\$54.101(a)(1)]:
  - (1) Voice Grade Access to the Public Switched Network
  - (2) Minutes of Use for Local Service at No Additional Charge
  - (3) Access to Emergency Services
  - (4) Toll Limitation Service at No Charge
  - (5) Other Services: Dual tone multi-frequency signaling, Single Party Service, Access to Operator Services, Access to Interexchange Services, Access to Directory Assistance.

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(E) The Company does not charge for installing or changing Lifeline service.

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**4.2 Regulations**

(A) General

- (1) One low income credit is available per household. The named subscriber or a member of the subscriber's household must be a current recipient of any of the low income assistance programs or meet the income eligibility threshold identified below.
- (2) A Lifeline customer may subscribe to any service offering available to other customers.
- (3) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (4) Lifeline subscriber's service will not be disconnected for non-payment of regulated charges. If a customer does not pay for services, they will automatically be moved to a free plan option.

**4.3 Eligibility**

- (A) Customers are eligible if they participate in at least one of the following programs:

Federal Public Housing Assistance/Section 8  
Supplemental Nutrition Assistance Program (SNAP)  
Medicaid  
Supplemental Security Income (SSI)  
Veterans and Survivors Pension Benefit

- (B) Customers are also eligible if their annual household income is at or below 135% of the Federal Poverty Guidelines.
- (C) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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- (F) The Company utilizes a non-usage policy in accordance with 47 C.F.R. §54.407:

In the event that a Lifeline customer goes 30 days without any usage, independent of the service end date, the Company will promptly notify the customer that they are no longer eligible for Lifeline service subject to a 15-day grace period. During the grace period, the customer's account will remain active, but the Company will engage in outreach efforts to determine whether the customer desires to remain on the Company's Lifeline service. Customers may establish "usage" as defined in §54.407(c)(2):

- (i) Completion of an outbound call or usage of data;
- (ii) Purchase of minutes or data from the Company in addition to the subscriber's service plan;
- (iii) Answering an incoming call from a party other than the Company or its agents or representatives;
- (iv) Responding to direct contact from the Company and confirming that he or she wants to continue receiving Lifeline service; or
- (v) Sending a text message.

If the customer's account does not show usage during the grace period, i-wireless will promptly deactivate Lifeline services in accordance with 47 C.F.R. §54.405(e)(3).

*Material previously appearing in this section has been moved to section 4.1.*

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SECTION 5 - RATES

**5.1 General**

All plans come with a free Wi-Fi enabled device; include local and domestic long distance calls, and the following at no charge:

- Access to Voicemail
- Call Waiting
- Caller ID
- Balance Inquiries
- Calls to 911
- Calls to Customer Care

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**5.2 Plan Option 1 - Lifeline Only (Free)**

- 500 MB data
- Unlimited Text Messages
- 100 Free Minutes Monthly
- Additional Minutes - vary by airtime card
- Minutes Eligible for Roll Over\*

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**5.3 Plan Option 2 - Lifeline Only (Free)**

- 500 Free Minutes Monthly
- Additional Minutes - vary by airtime card
- Unlimited Text Messages
- 50 MB data
- Minutes Eligible for Roll Over\*

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\*If no "FREE MINUTES" rewards or top up added to account: 0

\*If "FREE MINUTES" rewards or top up added to account: up to 2000

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I-WIRELESS, LLC  
D/B/A ACCESS WIRELESS

Arizona Tariff No. 1  
2<sup>nd</sup> Revised Sheet No. 21  
Cancels 1<sup>st</sup> Revised Sheet No. 21

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5.4 Reserved for Future Use

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I-WIRELESS, LLC  
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Arizona Tariff No. 1  
1<sup>st</sup> Revised Sheet No. 21.1  
Cancels Original Sheet No. 21.1

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*Material previously appearing on this page has been moved to  
section 5.3.*

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