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November 21, 2016

Arizona Corporation Commission
DOCKETED

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VIA OVERNIGHT MAIL

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

DOCKETED BY 

Re: TracFone Wireless, Inc., Arizona Tariff C.C. No. 3
Docket No. T-20664A-16-0408

Dear Sir/Madam:

On November 4, 2016, TracFone Wireless, Inc. ("TracFone") filed informational tariff Arizona Tariff C.C. No. 3. On November 8, 2016, TracFone filed revised pages 8, 9, and 19. By this filing, TracFone submits revised pages 3, 4, 8-11, and 14-18. Please remove those pages from the informational tariff and replace them with the attached pages. An original set of replacement pages and thirteen (13) copies of are attached. Please contact me if you have any questions about this submission.

Sincerely,

Debra McGuire Mercer

Attachment

cc: Lori Morrison (via electronic mail)

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3.1.3. Lifeline Benefit

Current Lifeline Customers: Lifeline customers who became customers on or before December 1, 2016 ("Current Lifeline Customers") have the option of choosing between the following two plans: (1) a free monthly allotment of 500 airtime minutes and unlimited text messaging or (2) a free monthly allotment of 350 airtime minutes, unlimited text messaging and 500 MB of broadband data.

Current Lifeline customers who choose to upgrade from a voice-only plan to a bundled voice and broadband data plan must provide their own smartphone and will receive an additional 500 MB of data, for a total of 1 GB of data, for the first three months for which they are Lifeline bundled voice and broadband data customers. Those Current Lifeline Customers will then receive 500 MB of data starting with the fourth month of service.

New Lifeline Customers:

Lifeline customers who became customers on or after December 2, 2016 ("New Lifeline Customers") will receive a free monthly allotment of 350 airtime minutes, unlimited text messaging and 500 MB of broadband data.

New Lifeline Customers have the option of receiving a free Android smartphone from TracFone or using their own smartphone.

New Lifeline Customers who choose to receive a free smartphone will receive a smartphone upon enrollment in the Lifeline program with the first month's free usage allotments already activated.

New Lifeline Customers who choose to use their own smartphone will receive an additional 500 MB of data, for a total of 1 GB of data, for the first three months for which they are Lifeline customers. Those New Lifeline Customers will then receive 500 MB of data starting with the fourth month of service.

3.2. Eligibility

3.2.1. A single Lifeline benefit is available for each household and only the head of household may apply for Lifeline service. An individual's eligibility may be program-based by participating in a qualified program or income-based by meeting an income level.

3.2.2. Program-based eligibility: An individual qualifies for Lifeline service if the individual currently participates in one of the following programs:

1. Federal Public Housing Assistance (Section 8)
2. Supplemental Nutrition Assistance Program (SNAP)

3. Medicaid
4. Supplemental Security Income (SSI)
5. Veterans and Survivors Pension Benefit

3.2.3. Income-based eligibility: An individual qualifies for Lifeline service if the individual has total household income at or below 135% of the Federal Poverty Guidelines.

3.3. Application

3.3.1. Any individual applying for Lifeline service must complete an application form. Application forms are available online at www.safelinkwireless.com or can be requested by calling 1-800-SAFELINK.

3.3.2. An individual that applies for Lifeline service based on participation in a qualified program may be asked to provide documentation of program-based eligibility. Acceptable documentation of program eligibility includes the current or prior year's statement of benefits from a qualifying assistance program, program participation documents, or other official document demonstrating that the prospective subscriber, one or more of the prospective subscriber's dependents or the prospective subscriber's household receives benefits from a qualifying assistance program.

3.3.3. An individual that applies for Lifeline service based on having a total household income at or below 135% the Federal Poverty Guidelines must provide documentation of income eligibility. Acceptable documentation of income eligibility includes the prior year's state or federal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, divorce decree, child support award, or other official document containing income information.

3.3.4. TracFone will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in Lifeline service. Persons who do not meet the eligibility requirements will be notified by U.S. Mail and the reason for the non-eligibility will be provided.

3.4. Unauthorized Usage; Tampering

3.4.1. The SafeLink handset is provided exclusively for use by the end consumer with the SafeLink Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. The unauthorized unlocking or resale of the SafeLink handset, constitutes a violation of the customer's agreement with TracFone. Customers agree not to unlock, re-flash, tamper with or alter the SafeLink

handset in a manner which conflicts with SafeLink's Unlocking Policy stated in SafeLink's Terms and Conditions of Service set forth at www.safelinkwireless.com. Customer also agrees not to enter unauthorized PIN, engage in any other unauthorized or illegal use of the SafeLink phone or the Service, or assist others in such acts, or to sell and/or export SafeLink handsets outside of the United States. These acts violate TracFone rights and state and federal laws. Improper, illegal or unauthorized use of the SafeLink phone is a violation of the customer's agreement and may result in immediate discontinuance of Services and legal action. TracFone will prosecute violators to the full extent of the law.

- 3.4.2. Some SafeLink handsets have SIM cards. If a SafeLink phone has a SIM card, then the customer must agree to safeguard the SIM card and not to allow any unauthorized person to use the SIM card. Customer must agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, the SIM card. Any violation of these restrictions may result in the immediate termination of the customer's Service and de-enrollment from the SafeLink Lifeline program. The Underlying Carriers, TracFone, or its service providers, may, from time to time, remotely update or change the encoded information on the SIM card. The SafeLink phone is restricted from operating when customers are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by TracFone for which Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, customers will not be entitled to receive any refunds for the handset or unused airtime.

3.5. Coverage Maps

Coverage maps may be found on the Company's website, www.tracfone.com. These maps are for general informational purposes only. TracFone 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. Thus, it is possible a phone will roam even in the area depicted as the customer's home calling area. Actual coverage and service areas may vary from the maps and may change without notice. A list of zip codes in which TracFone's SafeLink Lifeline service is available is attached as Exhibit 1.

3.6. Roaming

"Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when a customer makes and receives calls outside the home calling area. When a SafeLink phone is roaming, an indicator light on the handset may display the word "Roam" or "RM" on the screen while

the phone is not in use. There are no additional charges for roaming calls for the SafeLink phone provided. Availability, quality of coverage and Services while roaming are not guaranteed.

3.7. Limitations of Service and Use of Equipment

3.7.1. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Underlying Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Underlying Carrier's radio telephone system. At any time, TracFone reserves the right to substitute and/or replace any SafeLink equipment (including handsets) with other SafeLink equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular SafeLink handset may not be available on all phones. TracFone does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone nor any Underlying Carrier shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, customers should not use SafeLink phones outside during a lightning storm. Customers should also unplug the SafeLink phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

3.8. Lost or Stolen Phone Policy

All reported lost and stolen phones will be permanently deactivated. Any airtime that a customer may have had on a lost or stolen phone will be lost. If a customer wishes to continue receiving SafeLink service, the customer may either buy a replacement phone from TracFone or provide his or her own unlocked phone, and purchase a replacement SIM card.

3.9. Limited Warranty and Disclaimer of Warranties

A SafeLink phone is covered by a one year limited warranty. The terms of this limited warranty and TracFone's disclaimer of warranties are stated in SafeLink's Terms and Conditions of Service set forth at www.safelinkwireless.com.

SECTION 4. DESCRIPTION OF SERVICES OFFERED

4.1. Service Description

4.1.1. A person who submits a Lifeline application, together with supporting documentation (when required), who meets the eligibility requirements, and who chooses to receive a free smartphone from TracFone will receive a smartphone provided by TracFone together with a free allotment of airtime minutes each month for one year.

4.1.2. To continue your enrollment in the SafeLink Lifeline program after the initial year, each customer must re-certify that he/she is qualified for continued enrollment in Lifeline 12 months after the customer's service initiation date and every 12 months thereafter.

TracFone will conduct re-certification using a rolling process based on each customer's service initiation date. If TracFone determines during its re-certification efforts, or at any other time, that a customer fails to continue to re-qualify for the SafeLink Lifeline program, such customer will immediately be deemed ineligible to participate in the program and will no longer receive the free monthly minutes. Upon the request of a state and/or federal authority, a Lifeline customer's enrollment may be cancelled.

4.1.3. TracFone reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's phone for fraud, misrepresentation or other misconduct as determined solely by TracFone. While participating in the SafeLink Lifeline program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the phone or SafeLink Service provided to him/her by TracFone. It is a violation of federal and state law to sell or give away the phone or Service provided to the customer. Any violation of this provision will be reported to the appropriate legal authorities for prosecution. If TracFone determines, in its sole discretion, that a SafeLink customer has violated these prohibitions, TracFone will permanently de-enroll the customer from the SafeLink Lifeline program, the customer's phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the SafeLink Lifeline program in the future.

4.1.4. Customers agree that their SafeLink phone will not be used for any other purpose that is not allowed by the customer's agreement or that is illegal. TracFone can, without notice, limit, suspend, or end a customer's service and de-enroll a customer from the SafeLink Lifeline program for violating this provision or for any other good cause.

4.2. Activation and Use of Handset

- 4.2.1. If a customer's Lifeline application is accepted, the customer will receive a pre-activated handset delivered to customer's home address noted in the application.
- 4.2.2. The customer must accept the telephone number assigned to the handset at the time of activation and the customer will acquire no proprietary interest in any number assigned to customer.
- 4.2.3. The wireless telecommunications networks used to transmit calls for the Lifeline service are owned and operated by various licensed commercial mobile radio service providers (Underlying Carriers), not SafeLink or TracFone.
- 4.2.4. The telephone number assigned to the customer's handset at the time of activation will not be changed for any reason, unless required by an Underlying Carrier, nor may a customer select a number to be assigned to his/her handset.
- 4.2.5. SafeLink Service can only be activated where SafeLink Service is offered and supported by SafeLink.
- 4.2.6. Services are provided at TracFone's discretion. Some functions and features referenced in the Manufacturer's manual provided with the SafeLink handset may not be available on all SafeLink handsets.
- 4.2.7. The customer may be able to activate the Service on a compatible, unlocked handset provided by the customer. Some SafeLink features are available only on SafeLink handsets and will not be available with a customer's handset. If a customer is activating Service with their own handset, then the customer must use a compatible phone that does not interfere with TracFone's Service and complies with all applicable laws, rules and regulations.
- 4.2.8. Once a customer no longer participates in Lifeline Service (either by choice, disqualification, cancellation or termination), such customer may retain the phone provided by TracFone, as well as any remaining service days and minutes for their use. Such person may remain as a TracFone customer as long as he/she complies with the TracFone Terms and Conditions of Service set forth at www.tracfone.com.

4.3. Retrieval of Airtime Minutes

- 4.3.1. While eligible and participating in Lifeline service, each customer will receive a free monthly allotment of airtime minutes. However, in order to receive the monthly allotment customers will need to turn on and leave on their handset the first few days of each month.

- 4.3.2. If a customer does not receive the monthly allotment of minutes because the phone was not on at the beginning of the month or does not automatically retrieve minutes when turned on, the allotted minutes may be self-retrieved by following the instructions below. If for any reason these instructions do not work on the handset, assistance is available at 1-800-378-1684.
- 4.3.2.A. Turn SafeLink phone ON.
- 4.3.2.B. From the Main screen, press the MENU key. Select "Prepaid."
- 4.3.2.C. From the menu select, "Add Airtime" or "Redeem Airtime."
- 4.3.2.D. Dial 5 5 5 and press OK.
- 4.4. Annual Verification and Non-Use Deactivation
- 4.4.1. A SafeLink customer is required to annually verify continued Lifeline program eligibility 12 months after the customer's service initiation date and every 12 months thereafter. If a customer fails to complete the verification by the customer's service initiation anniversary date, the customer will be de-enrolled from the SafeLink Lifeline program. Upon de-enrollment from the SafeLink Lifeline program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available airtime minutes and service days remaining on your phone. You may purchase airtime and service days to keep your phone service active. If you are de-enrolled from the SafeLink Lifeline program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.
- 4.4.2. If your service is deactivated, you may reactivate your service by re-enrolling in the SafeLink Program (if eligible) or purchasing and redeeming a TracFone airtime card with service days. Upon reactivation of your phone, you may be assigned a new telephone number.
- 4.4.3. If you have been de-enrolled from the SafeLink Program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the SafeLink Lifeline program or by purchasing and adding TracFone airtime cards before your Service End Date.
- 4.4.4. "No Usage" De-Enrollment and Deactivation: Only subscribers who actively use their Lifeline service are eligible to continue receiving benefits. If you exceed 1 month without any Usage (as defined in this section), you will be notified that

failure to use your handset within 15 days will result in service termination. "Usage" includes any of the following: making a call or using data, answering a call from someone other than SafeLink, sending a text message, retrieving your pending minutes by pressing 555, completing the Annual Recertification process, purchasing airtime or data or informing TracFone that you wish to continue your participation in the SafeLink program. In order to reactivate your SafeLink phone and re-enroll in the SafeLink Lifeline Program, you will need to call SafeLink Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any airtime for the period of time you were not enrolled in the SafeLink Lifeline program.

4.5. Airtime Usage

- 4.5.1. Airtime minutes will be deducted for all time during which a SafeLink phone is connected to, or using, the wireless system of any Underlying Carrier. SafeLink airtime is issued in minute (or unit) increments. Units are deducted from the SafeLink phone at a rate of one (1) unit per minute or partial minute of use. Partial minutes are rounded up to the next minute.
- 4.5.2. 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.
- 4.5.3. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, Customer Care (when not accessing Customer Care by dialing 611), and to access voice mail. Airtime minutes are not deducted for calls to Customer Care when a customer dials 611 directly from his/her handset.
- 4.5.4. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. For outbound calls, customers may be charged airtime for incomplete and/or busy-no answer calls.
- 4.5.5. Airtime minutes will also be deducted for use of other services such as accessing the TracFone Mobile Web ("WAP").
- 4.5.6. No credit or refund is given for dropped calls.

SECTION 5. RATES

5.1. Airtime Rates

Airtime is issued in minute/unit increments. ("Units" are the same as minutes.) Minutes/units are deducted from the handset in the following manner: all calls are charged at a rate of one (1) unit per minute. There is no additional charge for nationwide long distance.

5.2. Text Messaging

5.2.1. Customer will receive a free unlimited allotment of SMS usage to send and/or open text messages.

5.2.2. SafeLink text messaging may not be used for certain unauthorized uses that adversely impact SafeLink's Service. Examples of unauthorized uses include, without limitation, the following: (i) automated text or picture messaging to another mobile device or e-mail address; (ii) other commercial uses. A customer engaged in any unauthorized use of SafeLink Service may have his/her service terminated. Customers will be provided notice and an opportunity to take corrective action with respect to unauthorized uses before service is terminated.

5.2.3. SafeLink does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the SafeLink Lifeline program.

5.2.4. Please note that TracFone does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than TracFone. Premium SMS campaigns include activities such as casting a vote, expressing opinions, playing a game, subscribing to a service, or interactive television programs. Customers should not attempt to participate in Premium SMS campaigns, unless it is a TracFone authorized campaign. Any text message sent to a "short code" will in all likelihood not go through. Any charges incurred as a result of any attempts to participate in Premium SMS services or campaigns (not authorized by TracFone) whether incurred as deductions from the SafeLink phone or from credit card, are not refundable.

5.3. International Calling

SafeLink offers its customers international long distance service as an additional feature that may be purchased. The terms of international long distance service are stated in SafeLink's Terms and Conditions of Service set forth at www.safelinkwireless.com.