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January 8, 2003

Mr. Dale H. Roberts
Secretary/Chief Regulatory Law Judge
Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED³

JAN 09 2003

Missouri Public
Service Commission

RE: XT-2003-0229

Dear Mr. Roberts:

Enclosed for filing in the above-referenced case please find the correct copy of the Attachment to Office of Public Counsel's Motion to Suspend Tariff which was filed on January 7, 2003. The wrong attachment was inadvertently used in the original filing. Please "file" stamp the extra-enclosed copy and return it to this office.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael F. Dandino".

Michael F. Dandino
Senior Public Counsel

MFD:jb

cc: Counsel of Record

Bob Kim



NOSVA Limited Partnership • 4380 Boulder Highway • Las Vegas, Nevada 89121-3002
702/547-8000 • Fax 702/547-8073 • Toll Free 888/569-4667 • Customer Service 800/772-4667

December 27, 2002

FILE COPY

VIA OVERNIGHT DELIVERY

The Honorable Dale Hardy Roberts
Secretary of Commission
Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102-0360

Re: NOSVA Limited Partnership
Tariff Revisions

Dear Secretary Roberts:

Enclosed for filing on behalf of NOSVA Limited Partnership ("NOSVA"), we hereby submit an original and fourteen (14) copies of tariff revisions for NOSVA's Missouri Tariff No. 3.

This revision institutes a service promotion, and provides term agreements for business plans.

An additional copy of this letter and filing also is enclosed. Please date stamp the extra copy and return it in the enclosed prepaid envelope. Should there be any questions with respect to this matter, please contact me at 1-702-547-8432.

Respectfully Submitted,


William P. Wright
Executive Director, Corporate and Regulatory Affairs

Cc: Office of Public Counsel

DEC 30 2002

NOSVA, where Quality Customer Care is your Right and our Privilege!

**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments

- A. **Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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**** ALL MATERIAL ON THIS PAGE IS NEW ******SECTION 4 - RATES (Cont'd)****4.2 Freedom Plan For Business Users (Cont'd)****4.2.12 "One, Two, Three, Every Third Invoice Free" Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.5 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice. •

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.6 CierraCom Systems Service Customer Loyalty Plans (T)

6.6.1 General Terms and Conditions (T)

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CLP to be valid.

- A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.6 CierraCom Systems Service Customer Loyalty Plans (Cont'd) (T)

6.6.1 General Terms and Conditions (Cont'd) (T)

- C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
- D. CLPs are available for all published rates.
- E. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 6.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES**6.6 CierraCom Systems Service Customer Loyalty Plans (Cont'd)**

(T)

6.6.2 Customer Loyalty Plan I

(T)

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.

- A. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th invoice free bonus, each customer must:
- X have initiated service under CierraCom Systems Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - X have no record of nonpayment in any of the preceding consecutive five-month period of service;
 - X have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - X have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
 - X pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.2.A preceding.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.6 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

(T)

6.6.3 Customer Loyalty Plan II

(T)

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
- X have initiated service under the CierraCom Systems Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
 - X have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - X have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
 - X pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.3.A preceding.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.6 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

(T)

6.6.4 Customer Loyalty Plan III

(T)

CierraCom Systems Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
- X have initiated service under the CierraCom Systems Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - X have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - X have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
 - X pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 6.10.4.A preceding.

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES

6.6 CierraCom Systems Service Customer Loyalty Plans (Cont'd) (T)

6.6.5 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards. (T)

A. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

B. Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

6.6.6 Non-Voice Communications (T)

For any customer who qualifies as a "save" or "winback" customer, Company shall waive non-transport/non-usage for lines used for non-voice communications, i.e., facsimile and/or modem lines.

SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES**6.7 CierraCom Systems Advantage Card Service (ACS)**

(T)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 6.11.1 following. Each ACS customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS customer's non-calling card calling beginning with customer's 2nd invoice following customer commencement of service as an ACS customer ("Total Calling Advantage").

6.7.1 Eligibility

(T)

Company's Advantage Card Service (ACS) becomes available once a customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

6.7.2 Limitations and Disclaimers

(T)

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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SECTION 6 - CIERRACOM SYSTEMS PLAN SERVICES**6.7 CierraCom Systems Advantage Card Service (ACS) (Cont'd) (T)****6.7.2 Limitations and Disclaimers (Cont'd) (T)**

E. Subject to and in accordance with the provisions of Section 3.1.1 preceding and the eligibility requirements of Section 6.11.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such customers; provided that at the time customer is "saved" or "wonback," customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section 6.11.1 preceding.

F. An ACS customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

6.7.3 Reinstatement (T)

An ACS customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS customer must maintain its eligibility in good standing.

6.7.4 Rates (T)

The rates in Section 6.3 preceding apply to the CierraCom Systems ACS service.

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