



**VIA ELECTRONIC FILING**

May 16, 2013

Mr. Dale Hardy Roberts  
Chief Judge  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65102-0360

Re: ***XO Communications Services, Inc. Missouri Tariff No. 8 Revisions***

Dear Mr. Roberts:

Enclosed please find for filing XO Communications Services, Inc. ("XO") Missouri Tariff No. 8 revisions. These revisions increase the insufficient funds charge, introduce a new long distance plan, and modify Regulations language. Customers have been notified of the change to the insufficient funds charge via bill message below:

**Non-Sufficient Fund Charge**

For service locations in all states except California, Colorado, Iowa, Minnesota, New York, Ohio, Oklahoma, Pennsylvania, South Carolina, and Virginia. Effective June 30, 2013, the charge assessed for checks submitted to XO for payment of services from accounts with insufficient funds or from non-existing accounts will increase to \$50.00.

The following pages is included in this filing

**2<sup>nd</sup> Revised Page 30**  
**1st Revised Page 39**  
**1st Revised Page 40**  
**3rd Revised Page 78.1**

This tariff is being filed with an issued date of May 17, 2013 and effective date of June 30, 2013.

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,

/s/

Daniel G Ostroff  
Senior Regulatory Analyst

Enclosures

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INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

- A.** Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for usage sensitive, Recurring Charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company.
- F.** Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$50.00.

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INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.3 Use of an Alternative Service**

Should the Customer elect to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**INTEREXCHANGE SERVICES TARIFF**

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)****2.7 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5.2: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term; or in the alternative, the Customer will be responsible for paying any and all termination liabilities contained in a Service Order entered into by the Customer and the Company.

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**2.8 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that 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.

INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.13.1 XO Corporate Long Distance Plan**

XO Corporate Long Distance Plan is a long distance calling plan available to Customers who subscribe to Company’s local or long distance facilities-based service. Customer subscribes to a monthly long distance revenue commitment level. Usage for domestic interstate dedicated and switched service and intrastate dedicated and switched service contribute to the Customer’s commitment level. The commitment level subscribed to by the customer will determine the per minute rate billed to the Customer. If customer’s monthly total usage does not meet its subscribed commitment level, customer will be charged the difference between its usage and its commitment level.

Customers must subscribe to this service for a minimum of one year.

Operator Assistance and Directory Assistance services are not included in this plan, but are available to customers subject to the provisions of this tariff. Switched usage will be charged at the per minute rate described in this tariff’s Switched Long Distance Product.

The service is billed in six (6) second increments after an initial billing increment of six (6) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the next highest cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment. The monthly recurring charge does not include any taxes, surcharges, or fees.

For Customers subscribed to the \$10,000 and \$15,000 commitment level, toll free usage cannot exceed 60percent of customer’s total long distance usage.

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<b>Plan Name</b>	<b>LD Monthly Commitment</b>	<b>Dedicated Intrastate Rate Per Minute - Maximums (1+ &amp; toll free)</b>
XO Freedom Plan	\$ 275	\$0.041
XO Capital Plan	\$ 720	\$0.041
XO Advantage Plan	\$ 1,080	\$0.041
XO Elite Plan	\$ 1,360	\$0.041
XO Professional LD Plan	\$ 1,800	\$0.041
XO National LD Plan	\$ 4,000	\$0.041
XO Executive LD Plan	\$ 7,000	\$0.041
XO Premiere LD Plan	\$10,000	\$0.041
XO National Account Sales Plan	\$15,000	\$0.041

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