

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. 7 Revisions

Dear Mr. Roberts:

Please find enclosed for electronic filing submitted via the Missouri Public Service Commission's Electronic Filing & Information System revisions to XO Communications Services, Inc.'s Missouri Tariff No. 7. These revisions modify Regulations language and increase the insufficient funds charge. Customers have been advised of the change to the insufficient funds charge via bill message below:

Non-Sufficient Fund Charge

For service locations in all states <u>except</u> 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 are included in this filing:

1st Revised Page 38 1st Revised Page 47

These revisions are being filed with an issued date of May 17, 2013 and an effective date of June 30, 2013.

Should you have any questions, please contact me by telephone at (703)547-2635 or by email at <u>daniel.ostroff@xo.com</u>.

Sincerely,

/s/

Daniel G. Ostroff Senior Regulatory Analyst

Enclosures

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- **2.5.2.1** All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- **2.5.2.2** The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.
- **2.5.2.3** For new customers or existing customers whose service is disconnected, the charge for the fraction 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.
- **2.5.2.4** Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.
- **2.5.2.5** Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$50.00.
- **2.5.2.6** The Company currently does not provide billing of monthly recurring charges by third party service providers (authorized casual calling excepted) on its local exchange billing. Concurrent with the offering of such third party billing service, the Company shall offer third party bill blocking service as required by the Commission.

Effective: June 30, 2013

Kelly Faul – Regulatory Affairs Director 13865 Sunrise Valley Dr. Herndon, VA 20171

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation of Service, (Cont'd.)

2.7.2 Cancellation of Service by the Customer

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 the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- **2.7.2.1** all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
- **2.7.2.2** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- **2.7.2.3** all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term;
- **2.7.2.4** 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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Effective: June 30, 2013

Kelly Faul – Regulatory Affairs Director 13865 Sunrise Valley Dr. Herndon, VA 20171