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IDAHO PUBLIC UTILITIES COMMISSION

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Our file no.: 0000353697

July 8, 2011

*Via Overnight Courier & Email*

Ms. Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702  
secretary@puc.idaho.gov

**Re: Case No. WNV-T-11-01 - Application of Windstream NuVox, Inc. for a Certificate of Public Convenience and Necessity REPLACEMENT TARIFF PAGE**

Dear Ms. Jewell:

On behalf of Windstream NuVox, Inc. ("WIN-NuVox"), enclosed for filing are an original and seven (7) copies of a replacement Original Page 18 to WIN-NuVox's proposed tariff. This replacement page include language regarding exculpatory language requested by staff.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions, please do not hesitate to contact Brett Ferenchak at 202-373-6697.

Respectfully submitted,



Jean L. Kiddoo  
Brett P. Ferenchak

Counsel to WIN-NuVox

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## RULES AND REGULATIONS

### 2.1 Undertaking of the Company (Continued)

#### 2.1.4 Liability of the Company (Continued)

- 2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 5, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will make reasonable efforts to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 6, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.1.4.20 THE INCLUSION OF EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A FINAL DETERMINATION BY THE COMMISSION OF ITS VALIDITY. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT SUCH A FINDING REGARDING NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS IS THE RESPONSIBILITY OF THE APPROPRIATE ADJUDICATING BODY. IT IS ALSO THE RESPONSIBILITY OF THE APPROPRIATE ADJUDICATING BODY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.