

RETAIL QUALITY OF SERVICE

A Standards and Customer Remedies

During the term of the Revised Plan, Qwest will comply with specific quality of service standards and customer remedies as shown in this Appendix

B. Service Quality Standards and Customer Remedies Apply to Normal Operating Conditions

The service quality standards and customer remedies in this Appendix apply only to normal operating conditions and do not establish a level of performance to be achieved where circumstances are beyond Qwest's control. Qwest is exempted from the otherwise applicable individual customer remedies, if it is prevented from meeting a quality of service standard because of conditions caused by persons, things, or events outside the reasonable control of Qwest, that Qwest should not have reasonably anticipated and prevented, or circumstances that endanger the safety of Qwest employees or members of the public, including: (1) delays of a local government unit in granting approval for obtaining easements or access to rights-of-way; where Qwest has made a timely application for any permits(s); (2) delays caused by the customer; (3) other delays outside the control of Qwest, including, but not limited to, acts of God, explosions or fires, floods, frozen ground, tornadoes, severe weather, epidemics, injunction, war, acts of terrorism, strikes or work stoppages, or negligent or willful misconduct by customers or third parties including outages originating from the introduction of a computer virus onto the provider's network. Events caused by Qwest employees or contractors are not outside Qwest's control for the purpose of the Plan.

C. Substantial Compliance

Substantial compliance with retail service quality standards is satisfied if Qwest meets 5 out of 6 of its individual service quality standards each year. For purposes of determining substantial compliance, compliance with the individual service quality standards will be measured on an annual statewide basis. Qwest will not be in substantial compliance with the service quality standards if it fails to meet the same individual service quality standards for two consecutive years. Failure to substantially comply with the service quality standards for two consecutive years will require Qwest to meet and confer with the Department and OAG to negotiate a voluntary resolution to the matters. If successful resolution of the matter cannot be negotiated, Qwest will present the Department and OAG with a plan to bring service quality into compliance including specific actions the Company will take to remedy the situation. If the plan is not acceptable to the Department or OAG, the Department or OAG may file a complaint with the Commission for the purpose of determining whether reasonable additional customer remedies or other actions are warranted. Qwest shall not be deemed to be out of substantial compliance if failure to meet a standard is the result of circumstances as set forth in Section B of the Revised AFOR Plan.

D. Annual Service Quality Reports

Qwest shall report annually to the Commission, the Department, and the OAG, its performance in meeting the quality of service standards for the previous year.

E. Service Quality Standards

1. Installation Terms

a. Application for Service:

In cases where a construction agreement is not required, an application shall be considered as made when the customer either verbally or in writing requests service. In cases where a construction agreement is requested or payment is required, an application shall be considered as made when the Company receives the applicable construction agreement signed by the Company and by the customer, and the customer has made any advance payment to the Company required by the tariff.

b. Primary Line Service:

Primary line service is the first access line to the customer providing local dial tone and local usage necessary to receive a call.

2. Installation Interval – Ninety percent of residential/business basic primary line service orders will be completed within 3 business days or on the requested installation date, if later. This will be measured statewide on an annual basis.

a. A customer who does not receive installation of a primary line within three business days or on the requested installation date, if later, shall receive a pro rata daily credit to the customer's bill for each day the installation is delayed beyond the 3 business day standard.

b. The company shall give priority installation commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life threatening emergencies.

3. Restoration of Out-of-Service – It shall be the Company’s objective to clear 95% of out-of-service trouble report conditions within 24 hours of the time such troubles are reported. Compliance with the objective shall be determined by a 12-month annual statewide average performance for the measure. A service is deemed to be out-of-service if the customer is unable to receive or place calls. This definition includes service affecting troubles such as static severe enough to prevent communications.

a. If Qwest fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or the date requested by the customer for the repair to be made, Qwest will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for each succeeding day of the service outage.

b. The company shall give priority repair commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life threatening emergencies.

4. Trouble Report Rates – The Company shall not exceed 6.5 trouble reports per 100 access lines, measured monthly on an exchange basis for each of Qwest’s five LATAs. Compliance with the required objective shall be determined by the annual average of the 12 monthly out-of-service trouble report performance metrics by LATA.

In the event of a customer trouble report rate of more than 6.5 per 100 telephones per month per exchange for more than three consecutive months, the Department/OAG shall meet and confer with Qwest representatives to negotiate a voluntary resolution to the matter. If successful resolution of the matter cannot be negotiated, Qwest will present the

Department and OAG with a plan to bring service quality into compliance. If the plan is not acceptable to the Department or OAG, the Department or OAG may file a complaint with the PUC for the purpose of determining whether reasonable additional customer remedies are warranted. Qwest shall not be deemed to be out of substantial compliance if failure to meet a standard is the result of circumstances as set forth in Section B.

5. Held Orders – No more than .005% of primary access line orders where facilities are not available will be held for more than 30 days for Company reasons. Compliance shall be determined by a 12-month annual statewide average of the performance for the measure.

6. Service Center Access – Calls to the Service Center will be on hold no more than 60 seconds on the average after the last menu option is selected before being answered by a live service representative. The service representative will accept the information needed to begin processing the call and direct the caller to the appropriate specialized personnel, as appropriate. Compliance shall be determined by a 12-month annual statewide average of the performance for the measure for combined consumer, business and repair calls.

7. POTS Missed Repair Commitments – Qwest will complete 90% percent of repair tickets by the commitment date provided to the customer. Compliance shall be determined by a 12-month annual average of the statewide performance for the measure. If the Company misses a commitment to repair service, due to Company reasons, where the customer is required to be at the premises, the Company will make reasonable efforts to adjust-to-satisfy.

a. The company shall give priority repair commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life threatening emergencies.