

Frontier Communications of America, Inc.  
P.S.C. No. 4  
Effective Date: 12/30/2020

Section 8  
Leaf: 1  
Revision: 0  
Superseding Revision:

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## EMERGENCY REPORTING SERVICES

### A. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

#### 1. General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

#### 2. Regulations

- a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- c. 911 service is furnished for incoming calls only.
- d. For 9-1-1 service interruptions the Company has established Primary and Final routing for calls to the PSAP. The Company, through its intercarrier interconnection agreements, has established direct interconnection trunking facilities with the primary incumbent local exchange carrier serving the applicable territory. These trunking facilities carrying 9-1-1 traffic are directly connected with incumbent local exchange carrier's tandem switching facilities. The traffic is then routed by either tandem to the PSAP. If the Primary route is busy or out of service, the calls will route to an announcement. The announcement will state that "All Company circuits are busy now. Please hang up and try your call again."
- e. The Company will abide by all terms and conditions regarding MSAG and the provision of 9-1-1 services required pursuant to the Commission's proceeding in any docket or dockets relating to this matter and with the entity's (county or municipality that is responsible under the laws of the jurisdiction) protocols for 911 service provision.

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## EMERGENCY REPORTING SERVICES

### A. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

#### 2. Regulations (Cont'd)

- f. The Company's liability and its obligation to furnish 9-1-1/E9-1-1 Service are limited as described by Company liability and indemnification clauses spelled out in Section 1, (specifically B.2.) incorporated herein by reference and the laws of the state in which this tariff applies.
- g. The Company is not an insurer of persons or property. The liability of the Company to the subscriber, the customer or any other person for a loss or injury suffered or a liability incurred by any or all of them as a result of a failure in the 9-1-1/E9-1-1 Service shall be limited in accordance with the provisions of Section 1, (specifically B.2.) and in the Catalog, Section 2 (specifically 2.J.). The subscriber or customer and any other persons who may be affected by a failure of the 9-1-1/E9-1-1 Service are advised that they should obtain insurance and take all other steps necessary to protect themselves against loss or injury which they may suffer or liability which they may incur as a result of failure of 9-1-1/E9-1-1 Service.

#### 3. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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## EMERGENCY REPORTING SERVICES

### B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

#### 1. General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

#### 2. Regulations

- a. In addition to the following, the regulations in A.2. preceding apply.
- b. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- c. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- d. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- e. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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## EMERGENCY REPORTING SERVICES

### B. ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

#### 3. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.