

**Before the  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In the Matter of	)	
	)	
VIASAT CARRIER SERVICES, INC.	)	Docket No. P-2018-3004983
	)	
	)	
Petition for Limited Designation as an	)	
Eligible Telecommunications Carrier	)	
to Receive Connect America	)	
Fund Phase II Auction (Auction 903)	)	
Support for Voice and Broadband Services	)	
And Request for Expedited Consideration	)	

**VIASAT CARRIER SERVICES, INC. SUPPLEMENTAL RESPONSE**

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**VIASAT CARRIER SERVICES, INC. SUPPLEMENTAL RESPONSE**

Viasat Carrier Services, Inc. (“Viasat”), by its counsel, hereby submits additional information regarding its proposed Lifeline offers in response to Pennsylvania Public Utility Commission (“Commission”) Staff requests for information.<sup>1</sup> On September 17, 2019, Viasat submitted Further Supplemental Responses, including mock-ups requested by Staff<sup>2</sup> related to its proposed Lifeline offers. On October 1, 2019, Viasat received requests from staff for additional information regarding the Lifeline-related draft mock-ups and proposed services,<sup>3</sup> and on October 18, 2019, Viasat submitted its responses to those data requests. Upon further review, Staff has requested additional information and revisions to these draft documents, including the draft Lifeline terms of service, mock-ups of advertising materials and bill inserts.<sup>4</sup>

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<sup>1</sup> On January 30, 2019, Viasat submitted its response to an initial set of data requests; following Viasat’s response, Commission staff requested in writing additional information; additional questions were raised by staff during a meeting with staff on February 22, 2019. Viasat submitted responses to these requests on April 23, 2019 and September 17, 2019.

<sup>2</sup> Because Viasat has not yet developed the final materials, including developing and designing marketing and advertising materials, that will be provided to prospective Lifeline customers, Staff has requested “mock-up” draft versions of these materials for review.

<sup>3</sup> See e-mail from Theresa Mingarell, Policy Analyst, BCS, to Amy J. Blumenthal, Counsel for Viasat (Oct. 1, 2019).

<sup>4</sup> See email from David Screven, Assistant Counsel, Pennsylvania Public Utility Commission, to Amy J. Blumenthal, Counsel for Viasat (Oct. 23, 2019).

## **Question: Lifeline Terms of Service<sup>5</sup>**

Customer Agreement (Residential). Pertaining to Section A Minimum Service Commitment, and Section E Termination Fees, and other paragraphs throughout the 16-page agreement:

Please add a section to the **Lifeline Program Addendum** that eliminates the minimum service commitment, the no long-term contract option fee, termination fee, or other charge/fee that could restrict Lifeline customers *who opt to port their broadband benefit*. Per FCC 17-155 para 33-35, specifically,

*We conclude that restricting the ability of Lifeline consumers to transfer their Lifeline benefit between service providers ultimately disadvantages Lifeline consumers. Such a restriction limits Lifeline consumers' ability to seek more competitive offerings and obtain those services that best meet their needs. In addition, restricting consumers' ability to transfer their Lifeline benefit will not promote competitive service offerings and, in fact, may diminish providers' motivation to provide higher quality service after enrolling a Lifeline-supported broadband subscriber, because the provider is assured a 12-month commitment from the subscriber.<sup>82</sup>*

This notification would refer to the Lifeline benefit for either voice or broadband service.

**Response:** The order cited by Staff eliminates the regulatorily-imposed 12-month port freeze previously established by the FCC; however, the order does not go as far as staff suggests. Prior to the FCC's decision in FCC 17-155, Section 54.411 prohibited service providers from seeking or receiving a reimbursement from the Lifeline program for a subscriber that received a Lifeline discount from another broadband provider within the last 12 months or another voice provider within the last 60 days. In eliminating this rule, the FCC concluded that requiring customers to retain their service for 12 months restricted customer choice; however, the FCC did not prohibit minimum terms. To the contrary, the FCC states that voluntary agreements and alternative business arrangements should address customer choice rather than regulatory mandate.

In addition to the required CAF II offers, Viasat intends to provide customers, including Lifeline customers, a choice of service offers that include different Internet speeds, contract term and prices so that consumer can select the offer that best meets their individual needs. In order to provide this flexibility, Viasat's contract must contemplate different service terms.

**Question:** Terms and Conditions. Pertaining to paragraph 4.4 Termination or Suspension by Viasat, please add to Viasat's Lifeline Program Addendum that Pennsylvania has dispute resolution procedures applicable to Lifeline termination. Phrasing is provided below in discussion of Viasat's Lifeline Program Addendum.

**Response:** See Revised Lifeline Program Addendum at Attachment A.

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<sup>5</sup> These questions pertain to the draft Lifeline Addendum to Viasat's Customer Agreement (Residential) submitted to the Commission on September 17, 2019. Staff indicated in its most recent set of inquiries that rather than revising the entire draft Residential Agreement, revisions pertaining to Lifeline applicants and customers could be consolidated into the Lifeline Addendum. A revised version of that addendum is attached as Attachment A.

**Question:** In Viasat's Lifeline Program Addendum, please identify circumstances that could jeopardize service to a Lifeline subscriber as identified at 47 CFR § 54.405 and § 54.409(c).

**Response:** FCC Rules 54.405 and 54.409(c) pertain to consumer qualification for Lifeline and bases for de-enrollment from Lifeline discounts based on a Lifeline subscriber's failures to meet eligibility criteria, receipt of duplicative support, non-usage, failure to re-certify continued eligibility, or a request to de-enroll. See Revised Lifeline Program Addendum at Attachment A, providing additional notice to consumers that failure to meet eligibility criteria or otherwise comply with program requirements set forth in those rules will result in de-enrollment from participation in Viasat's Lifeline program.

**Question:** Paragraph 5.6 Security.

Pending receipt per 10/01/19 email: Is a Lifeline subscriber required, as a condition of service, to utilize anti-virus/firewall software?

**Response:** Please see October 18 Supplemental Responses at page 2 and revised Lifeline Program Addendum at Attachment A hereto incorporating the change referenced in the October 18 Supplemental Response.

**Question:** Exhibit A. Data Usage and Video Streaming Quality Expectations

Include here and in the document titled Viasat Lifeline Program Offerings, the CAF II offering(s). Specify, at a minimum, the baseline performance tier minimum service and usage standards that are applicable to CAF II Auction 903 census blocks. Note that minimum standards for Lifeline subscribers are subject to change effective December 1, 2019.

**Response:** Please see October 18 Supplemental Responses at 6-7 for information about proposed CAF II offerings and charges. While neither Lifeline rules nor rules pertaining to CAF II offerings require that the high cost offerings be included in Lifeline-related materials, Viasat will advertise the availability of supported services and the charges for those services using media of general distribution.

**Question:** Lease Addendum. Paragraph 5. Monthly Lease Fee. Pending receipt. A request for rates and charges applicable to establishing and maintaining Lifeline voice and broadband service was made via email 10/01/19. This can be included in the Lifeline Program Addendum.

**Response:** Please see October 18 Supplemental Responses at pages 5 – 7 for proposed voice and broadband rates and charges. Viasat will advertise the availability of supported services and the charges for those services using media of general distribution.

**Question:** EasyCare Plan Addendum. Is the EasyCare Plan required or optional to establish or maintain Lifeline voice or broadband service? If required, be sure to include this and the cost in the Lifeline Program Addendum.

**Response:** The EasyCare Plan is optional for Lifeline subscribers. For subscribers who elect the EasyCare Plan, Viasat provides it free for the first 90 days.

**Question:** Voice Addendum. Paragraph 1. Service Term. And Paragraph 3. Termination Fee. And Paragraph 6. A. As noted above, the FCC eliminated Lifeline portability. (47 CFR 54.411) Please add a section to the Lifeline Program Addendum that eliminates the minimum service commitment, the no long-term contract option, and any termination fee *for to Lifeline voice customers who port their benefit*. See reference to FCC 17-155 para 33-35 above regarding elimination of porting restrictions. This notification would refer to the Lifeline benefit for either voice or broadband service.

**Response:** See response above regarding minimum service commitment.

**Question:** Voice Addendum. Paragraph 4. Fees and Payment. For standalone voice customers (without email), how does Viasat provide invoices/billing statements [and notifications]? (Reference BCS Guidance and Requests, General #2.)

**Response:** Viasat will provide electronic invoices to customers who provide prior consent, and will provide paper invoices at no additional charge for consumers who do not provide consent to electronic billing or seek to revert to paper billing, or such requirements as may be in effect under Pennsylvania law.

**Question:** Voice Addendum. Paragraph 4. Fees and Payment Does Viasat have the ability block international toll calls? See 47 CFR 54.401 Terms and definitions, 54.401(a)(1), and 54.401(a)(2).

**Response:** Yes.

**Question:** Voice Addendum. Paragraphs 5. 911 Service. Pending receipt per 10/01/19 email. Please provide a sample or mockup of warning label distributed to subscribers to inform that E911 service may be limited, interrupted, or unavailable. See 47 CFR 9.5(e)(3).

**Response:** Please see October 18 Supplemental Responses at Attachment A.

**Question:** Voice Addendum. Paragraph 6. Additional Terms. Referencing FCC 17-155 para 33-35 as noted above, the FCC eliminated number portability restrictions for Lifeline subscribers. Please be sure to include in the Lifeline Program Addendum that there are no fees/charges for Lifeline voice or broadband customers to port their Lifeline benefit to a different provider.

**Response:** Please see revised Lifeline Program Addendum at Attachment A

**Question:** Also, the FCC explicitly informs consumers to *not* terminate service before initiating new service when porting a telephone number to another company. See the following link - <https://www.fcc.gov/consumers/guides/porting-keeping-your-phone-number-when-you-change-providers>. Doing so will result in the customer losing their telephone number. This language is confusing, and we ask that this be revised. (Pennsylvania regulations place responsibility on the receiving carrier to inform the losing carrier.)

**Response:** The language in this section does not relate to timing of port requests, but rather to explain that a customer can port its number to another carrier when it terminates service with Viasat.

**Question:** Given unlimited local and long distance calling within the US and Canada, does the term "toll calls" refer to international calling? Please be specific.

**Response:** Toll Calls are defined in paragraph 4 of the Voice Addendum. Specifically, paragraph 4 states: "You are responsible for paying all charges on all calls made to destinations outside of the 50 United States, the District of Columbia and Canada, and directory assistance calls ("Toll Calls")."

**Question:** Per the BCS Guidance and Request, Viasat states it will offer a battery backup power to customers while this paragraph states a customer may independently obtain and connect such a system. Is Viasat-provided battery backup applicable to CAF II census blocks only?

**Response:** Viasat is only providing service in its CAF II census blocks. The FCC requires VoIP providers to offer battery back up options to customers, including options that a customer can purchase from the VoIP provider. See 47 C.F.R. § 12.5. Customers can also purchase battery backup from a third party and install it themselves.

**Question:** Recovery Act Addendum. Does this program pertain to customers in CAF II census blocks?

**Response:** No. The service is provided by Viasat, Inc. and not Viasat Carrier Services, Inc. In addition, as stated in the Recovery Act Addendum, Viasat, Inc. only provided the service through September 24, 2013 and only in certain areas. Viasat will remove the Recovery Act Addendum from the terms.

**Question: [Staff requested the following revisions to the Lifeline Program Addendum:]**

- All Lifeline material is to include elements as described in 47 CFR 54.405(c) & (d).
- 1. How does Viasat make available to *and* receive Lifeline applications (FCC Form 5629)?  
**Response:** Applicants will be able to download and submit applications online, request paper copies of the application via the toll-free customer service number listed on advertising materials and submitting the hard copy by mail.
- 2. Identify Viasat on this document. An ETC must disclose its name on all materials per 54.405(d).
- 3. At #1, add that the Lifeline benefit is non-transferrable to another person per 54.405(c).
- 4. At #2, add the definition of household per 54.400.
- 5. Please revise item #5. An application can also be made directly to USAC. See <https://www.lifelinesupport.org/ls/nv/default.aspx>
- 6. As noted above, identify the conditions that could result in de-enrollment.  
See 54.405(e) and 54.409(c).
- 7. As noted above, specify that a Lifeline customer will not be charged a fee to port their Lifeline benefit for either voice or broadband service.
- 8. Per 54.405(e)(1), include the following statement:  
*If you are unable to resolve a dispute with COMPANY NAME, you may contact the Pennsylvania Public Utilities Commission's Bureau of Consumer Services (BCS). BCS will address Lifeline-related issues that include (1) eligibility disputes; (2) program offering issues; and (3) limited equipment-related issues.*  
*Contact the BCS hotline at 1-800-692-7380 or submit a [complaint form](#).*

**\_Mail:**

Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Response:** Please see Attachment A.

### **Questions regarding Viasat Sample Advertising Marketing Materials**

Mock-up of Advertising/Marketing Materials

#### **Government Discounted Satellite Phone and Broadband Services!**

Viasat has satisfied elements described in 54.405(c) & (d). Most of this information is more suitable for the Lifeline Program Addendum. Reference to request a copy of Viasat's [final] Lifeline Program Addendum can be made by adding an asterisk. Please revise the advertising/marketing material mockup to include:

- Carrier offerings for Lifeline applicants/subscribers per 47 CFR Subpart B and 54.201(d)(1)
- Carrier charges for such services per 54.201(d)(2). This can be the charges that are listed in the BCS Guidance and Review. A note can state that additional fees would/could apply and can be found at the Viasat Lifeline Program Offerings, e.g. (installation/activation/registration, equipment, late payment fees, restoration, and any other fees or charges applicable to establish and maintain voice and/or broadband service).

**Response:** Please see October 18 Supplemental Responses at pages 5 – 7 for proposed voice and broadband rates and charges. Viasat will advertise the availability of supported services and the charges for those services using media of general distribution.

### **Questions regarding Viasat Mockup Customer Info & Bill Insert**

#### **Viasat Lifeline Program Offerings**

The bill insert can be similar to marketing material.

- All Lifeline material is to include elements as described in 47 CFR 54.405(c) & (d).
- Include Viasat's voice and service offerings and charges for Lifeline applicants and customers per above. **Response:** Please see October 18 Supplemental Responses at pages 5 – 7 for proposed voice and broadband rates and charges. Viasat will advertise the availability of supported services and the charges for those services using media of general distribution.
- Please specify that the Lifeline discount applies to either voice *or* broadband.
- Eligibility criteria is the same for voice and broadband. Please revise.
- Please revise, "Each household can receive *one* Lifeline benefit from *one* company, which can be a broadband, wireline, *or* wireless service provider."

**Response:** See revised mock-ups of Customer Info & Bill Insert at Attachment B.

### **BCS Guidance and Requests Rec'd 09/19/19**

General

2. Standalone voice customer may or may utilize the internet. Will Viasat provide a paper bill at no additional cost to standalone voice customers? **Response:** Yes, see response above.
5. Does Viasat have the ability block international toll calls? (See 47 CFR 54.401(a)(1), 54.401 Terms and definitions, and 54.401(a)(2) Lifeline defined.)  
**Response:** Yes.
8. What is Viasat's/VSI's anticipated truck roll response time in the event a customer experiences a service impairment? **Response:** On average, five days.

Respectfully submitted,

Viasat Carrier Services, Inc.

By:       /s/      

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*Counsel for Viasat Carrier Services, Inc.*

Dated: February 3, 2020

## Attachment A

### Draft/Mock-Up Viasat Lifeline Program Addendum

**This Viasat Lifeline Program Addendum (the "Lifeline Addendum") only applies to customers who are qualified to, and are receiving, Viasat Internet or Voice Service through a federal or state Connect America Fund program, or other similar program as designated by Viasat, and through a state or federal lifeline program ("Lifeline Service"). For Lifeline Service, all terms and conditions of the Customer Agreement apply, as well as these supplemental terms:**

1. As part of your receiving Lifeline Service, Viasat will discount your monthly Service fee for your Internet and Voice Service the amount of the then current federal or state discount (as applicable). The Lifeline Service discount will appear on your bill as a separate line item labeled "**Lifeline Discount.**"
2. You understand that Lifeline is a government assistance program, that the service is non-transferrable, that only eligible consumers may enroll in the program, and the program is limited to one discount per household.
3. You are only eligible for Lifeline Service if you (or your dependent or other person in your household) currently get benefits from the government program(s) listed on the Lifeline Program Application Form (FCC Form 5629) or your annual household income is 135% or less than the Federal Poverty Guidelines (the amount listed in the Federal Poverty Guidelines table on the Lifeline Program Application Form (FCC Form 5629)).
4. You understand that your household can only get one Lifeline Service benefit, and, to the best of your knowledge, your household is not getting more than one Lifeline Service benefit. A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.
5. You agree that if you move you will give Viasat your new address within 30 days. You understand that you have to tell Viasat within 30 days if you do not qualify for Lifeline Service anymore, including if:
  - a. You, or the person in your household that qualified, no longer qualify for any reason (such as, no longer qualifying through a government program or based on household income level).
  - b. Either you or someone in your household gets more than one Lifeline Service benefit (including, more than one lifeline broadband internet service, more than one lifeline telephone service, or both lifeline telephone and lifeline broadband internet services).
6. You agree that Viasat can give the Lifeline Service program administrator ("Administrator") all of the information you provided on the Lifeline Program Application Form (FCC Form 5629). You understand that this information is meant to help run the Lifeline Service program and that if you do not let Viasat give it to the Administrator, you will not be able to receive Lifeline Service

benefits. You can also apply for Lifeline Service directly with the Administrator through the National Verifier, available at <https://www.lifelinesupport.org/national-verifier/> .

7. Security. You agree to take reasonable measures to protect the security of any devices you connect to the internet through the Service, including, without limitation, maintaining an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Viasat may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. Although Viasat has no obligation to monitor the Services or its network, Viasat and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Viasat network, the Services and other users of the Services. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).
8. All the answers and agreements that you provided on Lifeline Program Application Form (FCC Form 5629) are true and correct to the best of your knowledge. You understand that willingly giving false or fraudulent information to get Lifeline Service program benefits is punishable by law and can result in fines, jail time, de-enrollment, or being barred from the program.
9. Viasat may have to check whether you still qualify at any time. If you need to recertify (renew) your Lifeline Service benefit, you understand that you have to respond by the applicable deadline communicated to you or you will be removed from the Lifeline Service program and your Lifeline Service benefit will stop.
10. You may transfer your Lifeline benefit to another Lifeline service provider at no charge for the transfer of benefits to another provider.
11. You were truthful about whether or not you are a resident of Tribal lands, as defined in section 2 of the Lifeline Program Application Form (FCC Form 5629).
12. De-enrollment. If you become ineligible for the Lifeline Program, you have an obligation to contact Viasat directly and de-enroll from the Lifeline-supported service. There are several other situations that might result in your being de-enrolled from Lifeline Discounts:
  - a. If Viasat has a reasonable basis to believe that you are no longer eligible, Viasat will send you a notice of impending termination. You will have 30 days from the date of the impending termination letter to demonstrate continued eligibility by re-certifying your continued eligibility. Viasat must terminate service if you fail to demonstrate continued eligibility within the 30-day time period.
  - b. If USAC, the administrator of universal service, provides notification to Viasat that you have more than one discounted account, or that more than one member of your household is receiving service, Viasat must de-enroll you from the Lifeline program within five business days.
  - c. If you are receiving a free Lifeline-supported service, you must use the service at least every 30 days, or Viasat will de-enroll you from its Lifeline program if you do not use the service within 15 days after you receive notice from Viasat.

- d. You have an obligation to re-certify annually that only one member of your household receives program-supported service and that you continue to be eligible. If you fail to respond to Viasat's request for certification, Viasat will provide you with notification that you have 60 days from the date of the notification to provide the requested certification. If you fail to provide the requested certification within the 60-day notification period, Viasat will disenroll you from program-supported service within five business days from the end of the 60-day notification period.
13. *If you are unable to resolve a dispute with Viasat, you may contact the Pennsylvania Public Utilities Commission's Bureau of Consumer Services (BCS). BCS will address Lifeline-related issues that include (1) eligibility disputes; (2) program offering issues; and (3) limited equipment-related issues. Contact the BCS hotline at 1-800-692-7380 or submit a [complaint form](#). **Mail:** Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265.*

**Attachment B**  
**Mock-Up for Prospective Customers and Bill Insert**

**Viasat Lifeline Program Offerings**

**What is Lifeline?** Lifeline is a government assistance program supported by the Federal Communications Commission. Viasat Carrier Services, Inc. ("Viasat") offers the following Lifeline-supported services as an Eligible Telecommunications Carrier:

- Voice - \$7.25 monthly discount
- Broadband Internet Access Service - \$9.25 monthly discount

**Who can enroll in Viasat's Lifeline program?** Only eligible consumers may enroll in the following programs:

- You may qualify for [INSERT OFFER NAMES] service if you can show proof that you or another person in your household participates in certain government assistance programs listed below or your annual income is 135% or below the Federal Poverty Guidelines. If you qualify based on income, you will be required to provide income verification. For a list of qualifying government assistance programs and income guidelines, please see the Viasat application form.
- You may qualify for Lifeline Broadband (internet) service if you can show proof that you participate in certain government assistance programs or your annual income is 135% or below the Federal Poverty Guidelines. If you qualify based on income, you will be required to provide income verification. Lifeline service is non-transferable, and only eligible consumers may enroll in the program.

The Lifeline program is limited to one discount per household. Each household can receive one Lifeline benefits from only one company, which can be a broadband, wireline or wireless service provider. Lifeline cannot be transferred to another person, but you can keep the Lifeline benefit if you move to another address. You must activate your service. Lifeline is a federal benefit. Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program. Proof of eligibility is required, and only eligible customers may enroll. You will be required to recertify your eligibility for the program each year. If circumstances change and you are no longer eligible for Lifeline, you must inform Viasat within 30 days.

**Where can I find the application for Viasat's Lifeline services?** You must meet certain eligibility requirements in order to qualify for Viasat's Lifeline service. An application for Viasat [INSERT OFFER NAMES] service can be obtained at this website [INSERT ADDRESS], or an application can be mailed by calling [INSERT PHONE NUMBER].

**Who can I contact to ask questions?** You can contact Viasat's customer service team at [INSERT CONTACT EMAIL AND PHONE NUMBER]. In addition, to find out more information, you may also call the Universal Service Administrative Company (USAC), which administers Lifeline for the FCC by calling (888) 641-8722 or by accessing their website at [www.LifelineSupport.org](http://www.LifelineSupport.org). Also, if you have an unresolved question or complaint about Lifeline service, please contact the Pennsylvania Public Utility Commission Bureau of Consumer Services at 1-800-692- 7380.

All rates, terms and conditions included in this notice are subject to change. For current Viasat Lifeline information and rates, visit [INSERT LINK TO VIASAT WEBSITE]