

**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 this Supplemental Response in support of its petition for designation as an eligible telecommunications carrier ("Petition") for purposes of receiving funding from the FCC's Connect America Fund Phase II Auction (Auction 903) (the "CAF II Auction") in the locations in Pennsylvania for which it was awarded funding. On February 13, 2020, Viasat received follow-up questions, requests for revisions to mock-ups of Lifeline materials, and concerns from the Pennsylvania Public Utility Commission (the "Commission") Bureau of Consumer Services ("BCS").<sup>1</sup>

**Lifeline Benefit Portability**

Viasat, in its mock-up of Lifeline Terms of Service,<sup>2</sup> has included provisions for minimum service terms and early termination fees. BCS views "an early termination or other expense . . . imposed on a Lifeline subscriber as equivalent to a port freeze," citing the FCC's elimination of a federally mandated freeze on the ability of Lifeline consumers to transfer their Lifeline benefit

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<sup>1</sup> See email from David E. Screven, Acting Deputy Chief Counsel, Law Bureau, Pennsylvania Public Utility Commission, to Amy Blumenthal, Partner, Kutak Rock, Counsel to Viasat, dated February 13, 2020 ("BCS Review").

<sup>2</sup> See draft Lifeline Addendum to Viasat's Customer Agreement (Residential) submitted to the Commission on September 17, 2019.

between service providers.<sup>3</sup> Viasat maintains its position that the FCC, in eliminating the codified Lifeline benefit port freeze for voice and broadband services, did not prohibit early termination fees or minimum terms. The FCC noted that carriers can address concerns about the ability to recover costs through “voluntary agreements (such as contracts) and alternative models (such as prepaid plans) to address such concerns without the federal government artificially limiting consumer choice.”<sup>4</sup> Accordingly, Viasat maintains that when the FCC eliminated a codified government-imposed mandate, it sought to encourage providers to enter and invest in the Lifeline market while allowing Lifeline consumers to “obtain the services that best meet their needs.”<sup>5</sup>

BCS is concerned that early termination fees and similar expenses “disregard affordability, restrict access to competition and more competitive offerings, and limit[] consumer choice in areas already unserved and underserved.” To address BCS’ concerns, Viasat will offer a variety of packages for its supported services, including packages with a one-year minimum service term. Customers will be able to select a longer minimum service term for a discounted monthly charge. Viasat will not charge the full amount of the monthly fees remaining as an early termination fee. If a customer decides to terminate service during the initial service term, \$15 per month remaining will become due. Viasat’s customer agreement will allow for termination without an early termination fee by a residential voice customer for material, ongoing degradation in service quality or service interruption of a significant length of time such that the customer is not able to use the service at all or to make reasonable use of the service issues with no termination fee. Viasat will offer a discount for customers who purchase a bundle of voice and Internet access. Because Viasat’s voice service is provided via satellite, standalone voice offerings will require a one-year minimum service term to recover the costs of installing the satellite Internet portion of the service. Lifeline

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<sup>3</sup> FCC 17-155 [add full cite].

<sup>4</sup> FCC 17-155, para. 37.

<sup>5</sup> FCC 17-155, para. 35.

customers who subscribe to standalone voice services will not be subject to a minimum service term.

### **Minimum Service Standards**

Viasat understands that Lifeline benefits may only be used on services that meet the FCC's minimum service standards as set forth in 47 CFR § 54.408 and understands that the FCC may change these minimum standards from time to time. Viasat plans to offer a range of service offerings that include different Internet speeds, contract terms and prices, including and in addition to Lifeline-supported services.

### **Mock-Up of Advertising/Marketing Materials**

BCS has requested further revisions to the mock-up of advertising/marketing materials submitted by Viasat on September 17, 2019.<sup>6</sup> In addition to the requirements set forth in FCC Rule 54.405(c), BCS requested that this mock-up include calling features and the speed/usage allowance of the Lifeline service, how a consumer can obtain a copy of Viasat's Lifeline program addendum, additional fees, and contact information.<sup>7</sup> Attached as **Attachment A** is a revised mock-up of advertising and marketing materials.

### **Voice Addendum – Number Portability**

Attached as **Attachment B** is a revised disclosure to customers regarding number portability to clarify that consumers should not terminate or discontinue existing service when switching to a new carrier.

### **Lifeline Program Addendum**

Attached as **Attachment C** is a revised mock-up of a Lifeline Program Addendum to address BCS' requests for revision.

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<sup>6</sup> See Viasat Carrier Services, Inc., Further Supplemental Responses, at Att. C (filed Sept. 17, 2019) ("Further Supplemental Responses").

<sup>7</sup> For proposed pricing for voice and broadband, see Viasat's Further Supplemental Responses.



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Dated: March 17, 2020

**Attachment A**

**Mock-Up of Advertising/Marketing Materials**



**High-speed internet  
is now available  
where you live**

INCLUDES  
**FREE**  
STANDARD  
INSTALLATION

Viasat™ 

# You now have a choice for faster internet!



UP  
TO 50 Mbps  
speeds



Built-in  
Wi-Fi



2-year price lock  
guarantee

INCLUDES

**FREE**  
STANDARD  
INSTALLATION

Plans start  
as low as  
**\$50**/mo  
\$70/mo. after 3 months

**Lifeline Discount of \$7.25**  
available to eligible customers!

Please ask your sales agent for details.

## Call 855-627-1475

or visit **ViasatInternet.com** today!

*Available at your address!*

On the Unlimited Bronze 12, Silver 25, and Gold 50 service plans, after 40, 60, or 100 GB of data usage, respectively, we may prioritize your data behind other customers during network congestion.

Free standard installation fee promotion available only to new Viasat Internet customers in limited areas who order service during the promotion period. Minimum 24-month service term. The price lock guarantee applies only to the standard monthly internet service fee and the monthly equipment lease fee (in each case, before any promotional discounts) and excludes all taxes and surcharges. Speeds are "up to," are not guaranteed and will vary. Service is not available in all areas. Offer may be changed or withdrawn at any time. Viasat and the Viasat logo are trademarks of Viasat, Inc.

**Viasat**<sup>™</sup>

# Lifeline Discount of \$7.25

available to eligible customers!

Please ask your sales agent for details.

Lifeline is a government assistant program that offers discounts to qualified low-income customers

Viasat offers Lifeline plans for home phone service or broadband (internet) service. While Viasat offers a enrollment, fine or imprisonment, or may be barred from the program. range of packages, the Lifeline discount is limited to [describe standalone voice offering and broadband offering that meets minimum standards required for Lifeline discount and include speed/usage allowance per FCC rule in effect at time of offering; see 47 CFR 54.408].

If you qualify for the Lifeline discount service, you are eligible to receive a reduced rate on your Viasat monthly bill. Qualifications for the Lifeline discount program vary by state. See below for information about Pennsylvania's Lifeline program qualification requirements. Only eligible customers may enroll.

Toll blocking is available at no charge to Lifeline customers. Some states also provide a discount on the cost of installing new home phone service to customers living on tribal lands.

Only one Lifeline discount is allowed per household and a household is not permitted to receive multiple Lifeline benefits from multiple providers. Lifeline service is a non-transferable benefit.

Other providers may use terms other than "Lifeline" to describe the Lifeline assistance program. If you are receiving a discount from another provider you are not eligible for the Lifeline discount with Viasat.

You must meet certain qualifications for the Lifeline discount and you will be required to provide proof of participation in an eligible program, or your income must be at or below the established guidelines. See below for a full list of accepted documents. You may also qualify with verification of eligibility in a state government database.

To see if you qualify for the Lifeline program or to obtain an application, please visit [insert link to website with list of qualification requirements and documentation and copy of application.]

The Lifeline application is from the Universal Service Administrative Company, also known as USAC. USAC is a not-for-profit company designated by the Federal Communications Commission (FCC) to administer the Lifeline program.

In addition to receiving an application and, where required, program proof, Viasat is required to access the National Lifeline Accountability Database to verify 1) you are not already receiving the Lifeline benefit from another wireline, wireless or broadband service provider and 2) your identity based on your full name, date of birth and the last 4 digits of your Social Security Number.

Please click to download PDF document:

[Lifeline Application - English \(PDF\)](#)

[Lifeline Application - Spanish \(PDF\)](#)

Return the USAC application with the required program proof document, if applicable to:

USAC Lifeline Support Center P.O. Box 7081 London, KY 40742

To obtain a copy of Viasat's Lifeline program addendum, visit our website at [include website address] or contact customer services at [include 800 number].



## **Attachment B**

### **Voice Addendum (Excerpt)**

6. Additional Terms. You agree to the following additional terms and conditions while using Voice:

A. Subject to the limitations in Section 6.B. below, Viasat will transfer (“port”) your existing wireline or wireless telephone number for use with Voice. Do not terminate your service with your existing company before initiating new service with Viasat or another company. It will take approximately 5-10 business days after you order Voice to port your existing telephone number. Cancellations or changes to a port request within 72 hours of a scheduled port may result in additional fees. Viasat will port your telephone number from Voice to another carrier at the request of that carrier, upon termination of your Voice Service. If no such request is made, Viasat may transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you. Further, in the event your Voice Service is disconnected by Viasat for non-compliance with the terms of this Addendum or the Customer Agreement, Viasat may, unless you promptly authorize another carrier to request that your number be ported, transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you.

## Attachment C

### 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 or 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 must notify 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). Viasat customer service representatives are available to Lifeline customers who need assistance obtaining access to free anti-virus software.
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 or the National Verifier 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 of the Lifeline benefit. 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 your Lifeline benefit 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. 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 or the National Verifier's request for certification, Viasat or the National Verifier 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 de-enroll you from the Lifeline program within five business days from the end of the 60-day notification period.

13. Viasat Voice. Viasat Voice provides unlimited local and long distance calling to destinations in all 50 states, plus Canada. Fees apply for calls outside of these locations. You may contact Viasat at [number to be provided] to block calls that could result in additional fees. Further, you may purchase a \_\_ hour battery backup options for a one-time fee of \$\_\_.

14. EasyCare Plan is optional for Lifeline subscribers. Viasat will provide EasyCare to Lifeline subscribers who elect the service free for the first 90 days. For more detail, see the EasyCare Plan Addendum.<sup>9</sup>

15. *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.*

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<sup>9</sup> For cross-reference, the Mock-Up EasyCare Plan Addendum was submitted with Viasat's September 17, 2019 Supplemental Responses.