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Re

PROSPECTUS SUPPLEMENT (To Prospectus Dated November 2, 2012)

$4,500,000,000

Verizon Communications Inc.

$1,000,000,000 0.70% Notes due 2015
$500,000,000 1.10% Notes due 2017
$1,750,000,000 2.45% Notes due 2022
$1,250,000,000 3.85% Notes due 2042

We are offering $1,000,000,000 of our notes due 2015, $500,000,000 of our notes due 2017, $1,750,000,000 of our notes due 2022 and $1,2 notes due 2015 will bear interest at a rate of 0.70% per year, the notes due 2017 will bear interest at the rate of 1.10% per year, the notes du 2.45% per year and the notes due 2042 will bear interest at a rate of 3.85% per year.

Interest on the notes due 2015 is payable on May 2 and November 2, beginning on May 2, 2013. Interest on the notes due 2017, the notes due payable on May 1 and November 1 of each year, beginning on May 1, 2013. The notes due 2015 will mature on November 2, 2015, the notes 2017, the notes due 2022 will mature on November 1, 2022 and the notes due 2042 will mature on November 1, 2042. We may not redeem th may redeem the notes due 2017, the notes due 2022 and the notes due 2042, in whole or in part, at any time prior to maturity at redemption pr procedure described in this prospectus supplement.

The notes will be our senior obligations and will rank on a parity with all of our existing and future unsecured and unsubordinated indebtedn

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Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or det or the related prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

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	Per Note due 2015	Total	Per Note due 2017	Total	Per Note due 2022	Total
Public Offering Price(1)	99.982%	$999,820,000	99.788%	$498,940,000	99.895%	$1,748,16
Underwriting Discount	0.250%	$ 2,500,000	0.350%	$ 1,750,000	0.450%	$ 7,87
Proceeds to Verizon Communications Inc. (before expenses)	99.732%	$997,320,000	99.438%	$497,190,000	99.445%	$1,740,28

(1) Plus accrued interest, if any, from November 7, 2012 to date of delivery.

The underwriters are severally underwriting the notes being offered. The underwriters expect to deliver the notes in book-entry form only thr Trust Company and its participants, including Euroclear, S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société a* New York on or about November 7, 2012.

Joint Book-Running Managers

Barclays **BofA Merrill Lynch** **J.P. Morgan**

Citigroup **Goldman, Sachs & Co.** **RBC Capital Markets**

Senior Co-Managers

Credit Suisse **Deutsche Bank Securities** **Mitsubishi UFJ Securities** **Mizuho Securities**

Co-Managers

Lloyds Securities **SMBC Nikko**

November 2, 2012

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PROSPECTUS SUPPLEMENT

PROSPECTUS

ABOUT THIS PROSPECTUS SUPPLEMENT

You should read this prospectus supplement along with the prospectus that follows carefully before you invest. Both documents contain impo when making your investment decision. This prospectus supplement contains information about the specific notes being offered and the prosp debt securities generally. This prospectus supplement may add, update or change information in the prospectus. You should rely only on the i by reference in this prospectus supplement and the prospectus. The information in this prospectus supplement is accurate as of November 2, else to provide you with different information.

USE OF PROCEEDS

We intend to use the net proceeds from the sale of the notes for one or more of the following purposes:

- the retirement prior to maturity of all or a portion of one or more of the following series of securities:
  - 4.35% notes due 2013 issued by Verizon Communications Inc. in an aggregate principal amount of $750,000,000;
  - 4.625% debentures, series A due 2013 issued by our subsidiary, Verizon Virginia Inc., in an aggregate principal amou
  - 8.75% notes due 2018 issued by Verizon Communications Inc. in an aggregate principal amount of $2,000,000,000;
- the purchase of any and all notes that are validly tendered in connection with the tender offer commenced by us on November 2

$1,250,000,000 of 8.95% notes due 2039; and

- general corporate purposes.

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DESCRIPTION OF THE NOTES

Principal Amount, Maturity and Interest

We are offering $1,000,000,000 of our notes due 2015 which will mature on November 2, 2015, $500,000,000 of our notes due 2017 which $1,750,000,000 of our notes due 2022 which will mature on November 1, 2022 and $1,250,000,000 of our notes due 2042 which will matur

We will pay interest on the notes due 2015 at a rate of 0.70% per annum on May 2 of each year to holders of record on the preceding April 1 holders of record on the preceding October 18. We will pay interest on the notes due 2017 at the rate of 1.10% per annum, interest on the not annum and interest on the notes due 2042 at the rate of 3.85% per annum, in each case, on May 1 of each year to holders of record on the prec each year to holders of record on the preceding October 15. If interest or principal on the notes is payable on a Saturday, Sunday or any other business in The City of New York, we will make the payment on the next business day, and no interest will accrue as a result of the delay in p on the notes due 2015 is May 2, 2013. The first interest payment date on the notes due 2017, the notes due 2022 and the notes due 2042 is Ma 2015, the notes due 2017, the notes due 2022 and the notes due 2042 will accrue from November 7, 2012, and will accrue on the basis of a 3 30 days.

We may issue additional notes due 2015, notes due 2017, notes due 2022 and notes due 2042 in the future.

Form

The notes will only be issued in book-entry form, which means that the notes of each series will be represented by one or more permanent gl of The Depository Trust Company, New York, New York, commonly known as DTC, or its nominee. You may hold interests in the notes direc S.A./N.V., commonly known as Euroclear, or Clearstream Banking, *société anonyme*, Luxembourg, commonly known as Clearstream, if you clearing systems, or indirectly through organizations which are participants in these systems. Links have been established among DTC, Clear issuance of the notes and cross-market transfers of the notes associated with secondary market trading. DTC is linked indirectly to Clearstrea depositary accounts of their respective U.S. depositaries. Beneficial interests in the notes may be held in minimum denominations of $2,000 a excess of $2,000. Notes of each series in book-entry form that can be exchanged for definitive notes of the applicable series under the circum accompanying prospectus under the caption “CLEARING AND SETTLEMENT” will be exchanged only for definitive notes of the applicabl denominations of $2,000 and multiples of $1,000 in excess of $2,000.

Redemption

We may not redeem the notes due 2015 prior to maturity.

We have the option to redeem any of the notes due 2017, the notes due 2022 or the notes due 2042 on not less than 30 nor more than 60 days’

(1) in the case of the notes due 2017, at any time prior to maturity, in the case of the notes due 2022, at any time prior to August 1, 2022 (three case of the notes due 2042, at any time prior to May 1, 2042 (six months prior to maturity), at a redemption price equal to the greater of:

(a) 100% of the principal amount of the notes being redeemed, or

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(b) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (exclusive o redemption), as the case may be, discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 3 plus 10 basis points for the notes due 2017, the Treasury Rate plus 12.5 basis points for the notes due 2022 and the Treasury Rate plus 15 ba in each case, accrued and unpaid interest on the principal amount being redeemed to but excluding the date of redemption, and

(2) in the case of the notes due 2022, at any time on or after August 1, 2022, and in the case of the notes due 2042, at any time on or after equal to 100% of the principal amount of the notes being redeemed plus, in each case, accrued and unpaid interest on the principal amount be of redemption.

The "Treasury Rate" will be determined on the third business day preceding the date of redemption and means, with respect to any date of re

(1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently publish Board of Governors of the Federal Reserve System designated as "Statistical Release H. 15(519)" or any successor publication which is pu Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to const "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months befor for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate wil those yields on a straight-line basis, rounding to the nearest month), or

(2) if that release (or any successor release) is not published during the week preceding the calculation date or does not contain those yi semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expre amount) equal to the Comparable Treasury Price for the date of redemption.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity referred to as the Remaining Life, of the notes due 2017, the notes due 2022 or the notes due 2042, as the case may be, to be redeemed that w selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to t 2017, the notes due 2022 or the notes due 2042, as the case may be.

"Independent Investment Banker" means an independent investment banking or commercial banking institution of national standing appointed

"Comparable Treasury Price" means (1) the average of three Reference Treasury Dealer Quotations for that date of redemption, or (2) if the unable to obtain three Reference Treasury Dealer Quotations, the average of all quotations obtained.

"Reference Treasury Dealer" means (1) any independent investment banking or commercial banking institution of national standing and any o provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States, referred to shall substitute therefor another Primary Treasury Dealer, and (2) any other Primary Treasury Dealer selected by the Independent Investment

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"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any date of redemption, the average, as Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal an Independent Investment Banker at 3:30 p.m., New York City time, on the third business day preceding the date of redemption.

In addition, we may at any time purchase the notes due 2015, the notes due 2017, the notes due 2022 or the notes due 2042 by tender, in the o subject to applicable law.

Additional Information

See "DESCRIPTION OF THE DEBT SECURITIES" in the accompanying prospectus for additional important information about the notes. T

- additional information about the terms of the notes;
- general information about the indenture and the trustee;
- a description of certain restrictions; and
- a description of events of default under the indenture.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations relevant to the purchase, ownership and disposition of the note to change, possibly on a retroactive basis). The summary applies only to holders who are beneficial owners of the notes who purchase the no offering prices indicated in this prospectus supplement and own the notes as capital assets. The summary does not purport to be a complete a income tax consequences relating to the purchase, ownership and disposition of the notes and does not address the U.S. federal income tax co to special treatment, including:

- dealers in securities or currencies;
- insurance companies;
- financial institutions or "financial services institutions;"
- thrifts;
- tax-exempt entities;
- regulated investment companies;
- real estate investment trusts;
- brokers or dealers;
- persons who hold notes as part of a straddle, hedge, conversion transaction, or other integrated investment;
- traders in securities that elect to use a mark-to-market method of accounting;

- persons subject to alternative minimum tax;

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- U.S. Holders (as defined below) that have a "functional currency" other than the United States dollar;
- certain expatriates or former long-term residents of the United States; or
- partnerships or pass-through entities or investors in partnerships or pass-through entities that hold the notes.

This summary does not address the effect of any state or local income or other tax laws, any U.S. federal estate and gift tax laws, the Medica foreign tax laws, or any tax treaties.

For purposes of the following discussion, "U.S. Holder" means a beneficial owner of a note who is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under th state or political subdivision thereof or therein, including the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust with respect to which (i) a court within the United States is able to exercise primary supervision over its administration have the authority to control all of its substantial decisions, or certain trusts that were in existence on August 19, 1996, were tr and have made valid elections to be treated as U.S. persons for U.S. federal income tax purposes.

For purposes of the following discussion, "Non-U.S. Holder" means any beneficial owner of the notes that is not a U.S. Holder.

Circular 230 Disclosure

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A TAX ISSUES IN THIS PROSPECTUS SUPPLEMENT IS NOT INTENDED OR WRITTEN BY US TO BE RELIED UPON, AND CANNO FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE UNITED STATES INTERNA (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX

U.S. Holders

Taxation of Interest. We will treat the interest payable on the notes as "qualified stated interest." Accordingly, interest payable on the notes g U.S. Holder's gross income as ordinary income in accordance with the holder's regular method of tax accounting.

Sale, Exchange, Redemption or Other Taxable Disposition. Upon a sale, exchange or other taxable disposition of the notes, the U.S. Holder the difference, if any, between the amount realized and the holder's adjusted tax basis in the notes. The amount of any proceeds attributable to be taken into account in computing the holder's gain or loss. Instead, that portion will be recognized as ordinary income to the extent that the accrued interest in income.

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A gain or loss recognized generally will be treated as a capital gain or loss and generally will be treated as a long- term capital gain or loss the holder has held the notes for more than one year. Non-corporate taxpayers are subject to a reduced tax rate on their long-term capital gain limitations on the deductibility of their capital losses.

Non-U.S. Holders

U.S. Federal Withholding Tax. U.S. federal withholding tax will not apply to any payment made to a Non-U.S. Holder of principal or interes

- the holder does not own 10% or more of the total combined voting power of all classes of our voting stock for U.S. federal inc
- the holder is not a controlled foreign corporation that is related to us through stock ownership; and
- the holder (a) provides a properly executed Internal Revenue Service, referred to as the IRS, Form W-8BEN (or a suitable sub penalties of perjury, that it is not a U.S. person or (b) holds the notes through a qualified intermediary or withholding foreign p withholding agreement with the IRS or through a clearing organization or other financial institution and, in each case, certain c

Interest payments that are effectively connected with the conduct of a trade or business by a Non-U.S. Holder within the United States are not withholding tax, but instead are subject to U.S. federal income tax, as described below.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments of interest will be subject to the 30% U.S. federal withholdi applicable tax treaty.

United States Federal Income Tax. If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on the notes is eff that trade or business, the holder will be subject to U.S. federal income tax (but not withholding tax) on that interest on a net income basis in U.S. person. In addition, in certain circumstances, if the Non-U.S. Holder is a foreign corporation, it may be subject to a 30% (or, if a tax trea branch profits tax.

Any gain or income realized by a Non-U.S. Holder on the disposition of the notes will generally not be subject to U.S. federal income tax unl

- the gain or income is effectively connected with its conduct of a trade or business in the United States; or
- the holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and c

Information Reporting and Backup Withholding

Information reporting to the IRS may be required with respect to payments of principal or interest on the notes and payments of proceeds of t other than corporations and other exempt recipients. A “backup” withholding tax may apply to those payments that are subject to information certain required documentation to the payor. Non-U.S. Holders may be required to comply with certification procedures to establish that they information reporting and backup withholding. Holders should consult their tax advisors about the procedures for obtaining an exemption fro withheld under the backup withholding rules will be refunded or allowed as a credit against a holder’s U.S. federal income tax liabilities if t the IRS.

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UNDERWRITING

Barclays Capital Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc. are acting as underwriters for the notes.

Subject to the terms and conditions stated in the purchase agreement dated the date of this prospectus supplement, each underwriter named be have agreed to sell to that underwriter, the principal amount of notes due 2015, notes due 2017, notes due 2022 and notes due 2042 set forth

Underwriters	Principal Amount of Notes due 2015	Principal Amount of Notes due 2017	P A Note
Barclays Capital Inc.	$ 100,000,000	$ 50,000,000	$
J.P. Morgan Securities LLC	100,000,000	50,000,000	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	100,000,000	50,000,000	
RBS Securities Inc.	100,000,000	50,000,000	
Citigroup Global Markets Inc.	100,000,000	50,000,000	
Goldman, Sachs & Co.	100,000,000	50,000,000	
RBC Capital Markets, LLC	100,000,000	50,000,000	
Wells Fargo Securities, LLC	100,000,000	50,000,000	
Credit Suisse Securities (USA) LLC	27,500,000	13,750,000	
Deutsche Bank Securities Inc.	27,500,000	13,750,000	
Mitsubishi UFJ Securities (USA), Inc.	27,500,000	13,750,000	
Mizuho Securities USA Inc.	27,500,000	13,750,000	
Santander Investment Securities Inc.	27,500,000	13,750,000	
UBS Securities LLC	27,500,000	13,750,000	
Lloyds Securities Inc.	7,500,000	3,750,000	
SMBC Nikko Capital Markets Limited	7,500,000	3,750,000	
U.S. Bancorp Investments, Inc.	7,500,000	3,750,000	
C. L. King & Associates, Inc.	3,125,000	1,562,500	
Loop Capital Markets LLC	3,125,000	1,562,500	
Samuel A. Ramirez & Company, Inc.	3,125,000	1,562,500	
The Williams Capital Group, L.P.	3,125,000	1,562,500	
Total	$ 1,000,000,000	$ 500,000,000	$ 1,

The purchase agreement provides that the obligations of the underwriters to purchase the notes included in this offering are subject to approv other conditions. The underwriters are obligated to purchase all of the notes if they purchase any of the notes.

The underwriters propose to offer some of the notes directly to the public at the public offering prices set forth on the cover page of this pros notes to dealers at the public offering prices less a concession not to exceed 0.150% of the principal amount of the notes due 2015, 0.200% 2017, 0.300% of the principal amount of the notes due 2022 and 0.450% of the principal amount of the notes due 2042. The underwriters ma concession not to exceed 0.100% of the principal amount of the notes due 2015, 0.100% of the principal amount of the notes due 2017, 0.125 due 2022 and 0.225% of the principal amount of the notes due 2042 on sales to other dealers. After the initial offering of the notes to the pub underwriters, may change the public offering prices and concessions.

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The following table shows the underwriting discounts and commissions that we are to pay to the underwriters in connection with this offering
principal amount of each series of the notes).

Per note due 2015
Per note due 2017
Per note due 2022
Per note due 2042

Each series of notes will constitute a new class of securities with no established trading market. The underwriters have advised us that they c
notes. However, they are not obligated to do so and they may discontinue market-making activities with respect to the notes at any time witho
assure you as to the liquidity of, or the trading market for, the notes.

In connection with this offering, the representatives, on behalf of the underwriters, may over-allot notes or effect transactions with a view to
at a level higher than that which might otherwise prevail. However, there is no assurance that the representatives, on behalf of the underwrite
Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the notes is made and,
but it must end no later than the earlier of 30 days after the issue date of the relevant notes and 60 days after the date of the allotment of the re
or over-allotment must be conducted by the representatives, on behalf of the underwriters, in accordance with all applicable laws and rules.

Over-allotment involves syndicate sales of the notes in excess of the principal amount of notes to be purchased by the underwriters in the offe
position. Syndicate covering transactions involve purchase of the notes in the open market after the distribution has been completed in order
Stabilizing transactions consist of certain bids or purchases of notes made for the purpose of preventing or retarding a decline in the market p
in progress.

The representatives, on behalf of the underwriters, also may impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling c
when the representatives, in covering syndicate short positions or making stabilizing purchases, repurchase notes originally sold by that synd

Any of these activities may have the effect of preventing or retarding a decline in the market price of the notes. They may also cause the price
that otherwise would exist in the open market in the absence of these transactions. The underwriters may conduct these transactions in the ove
the underwriters commence any of these transactions, they may discontinue them at any time.

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "relevant member
represented and agreed that, with effect from and including the date on which the Prospectus Directive is implemented in that relevant membe
date"), it has not made and will not make an offer of notes to the public in that relevant member state prior to the publication of a prospectus
approved by the competent authority in that relevant member state or, where appropriate, approved in another relevant member state and noti
relevant member state, all in accordance with the Prospectus Directive, except that, it may, with effect from and including the relevant implem
in that relevant member state at any time:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100, or, if the relevant member state has implemented the relevant provisions of the 2010 PD Amending Directiv
than qualified investors as defined in the Prospectus Directive) as permitted under the Prospectus Directive, subject to obtaini
representatives, on behalf of the underwriters, for any such offer; or

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- in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer shall require us to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a p Prospectus Directive,

For purposes of this provision, the expression an "offer of notes to the public" in relation to any notes in any relevant member state means the any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or su may be varied in that relevant member state by any measure implementing the Prospectus Directive in that relevant member state, the express Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant memb implementing measure in the relevant member state and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Each underwriter has represented and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the "FSMA")), receiv sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to the issuer; and

- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to involving the United Kingdom.

We estimate that our total expenses for this offering will be approximately $1,850,000.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securit investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage have performed commercial banking, investment banking or advisory services for us from time to time for which they have received customa expenses. The underwriters may, from time to time, engage in transactions with and perform services for us in the ordinary course of their bu customary fees and reimbursement of expenses. In addition, certain underwriters or their affiliates may provide credit to us as lenders. If any provide credit to us, certain of those underwriters or their affiliates routinely hedge, and certain other of those underwriters may hedge, their their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into trans purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such could adversely affect future trading prices of the notes offered hereby. In the ordinary course of their various business activities, the underw may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial in their own account and for the accounts of their customers, and such investment and securities activities may involve our securities or instrum respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securit hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

We have agreed to indemnify the several underwriters against certain liabilities in connection with this offering, including liabilities under th or to contribute to payments the underwriters may be required to make because of any of these liabilities.

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PROSPECTUS

$10,000,000,000

Common Stock

Preferred Stock

Debt Securities

Verizon Communications Inc.

Verizon Communications Inc. intends to offer at one or more times common stock, preferred stock and debt securities, with a total o $10,000,000,000. To the extent provided in the applicable prospectus supplement, the preferred stock and the debt securities may be convert of any class or classes of stock, or securities or property, of Verizon Communications Inc. We will provide the specific terms of these securit You should read this prospectus and the supplements carefully before you invest.

The common stock of Verizon Communications Inc. is listed on the New York Stock Exchange and the NASDAQ Global Select Mar

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securiti truthful or complete. Any representation to the contrary is a criminal offense.

November 2, 2012

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC utilizing a shelf registration process. Under this shelf p
any combination of the common stock, preferred stock or debt securities described in this prospectus in one or more offerings with a total off
$10,000,000,000. This prospectus provides you with a general description of the securities. Each time we sell securities, we will provide a
cases, a pricing supplement, that will contain specific information about the terms of that offering. The prospectus supplement or pricing supp
change information in this prospectus. The information in this prospectus is accurate as of the date of this prospectus. Please carefully read th
supplement and any pricing supplement together with additional information described under the heading “WHERE YOU CAN FIND MORE
specified in this prospectus, the terms “we,” “us,” “our” and “Verizon Communications” refer to Verizon Communications Inc.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any of th reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operati SEC filings are also available to the public on the SEC's web site at http://www.sec.gov.

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important infor documents. The information incorporated by reference is considered to be part of this prospectus, and information that we file later with the supersede this information. We incorporate by reference the following documents we have filed with the SEC and the future filings we make 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 (excluding any information furnished pursuant to Item 2.02 or Item 7.01 on any Cu any underwriters sell all of the securities:

- our Annual Report on Form 10-K for the year ended December 31, 2011;
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012;
- our Current Reports on Form 8-K filed May 9, 2012 and July 18, 2012; and
- the description of our Common Stock contained in the registration statement on Form 8-A filed on March 12, 2010, under S Exchange Act of 1934, including any amendment or report filed for the purpose of updating that description.

You may request a copy of these filings, at no cost, by contacting us at:

Investor Relations
Verizon Communications Inc.
One Verizon Way
Basking Ridge, New Jersey 07920
Telephone: (212) 395-1525
Internet Site: www.verizon.com/investor

You should rely only on the information incorporated by reference or provided in this prospectus, any supplement or any pricing sup anyone else to provide you with different information. The information on our website is not incorporated by reference into this document.

VERIZON COMMUNICATIONS

We are a global leader in delivering broadband and other wireless and wireline communications services to consumer, business, go Verizon Wireless operates America's most reliable wireless network, with 95.9 million retail connections as of September 30, 2012. We als information and entertainment services over America's most advanced fiber-optic network, and deliver integrated business solutions to custo company, we employed a diverse workforce of approximately 184,500 as of September 30, 2012, and generated consolidated revenues of $8 September 30, 2012.

Our principal executive offices are located at 140 West Street, New York, New York 10007, and our telephone number is (212) 395

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RATIOS OF EARNINGS TO FIXED CHARGES

The following table shows our ratios of earnings to fixed charges for the periods indicated:

Nine Months Ended September 30, 2012	Year Ended December 31, 2011	2010	2009	200
6.01	3.50	3.74	3.69	1.3

For these ratios, “earnings” have been calculated by adding fixed charges to income before provision for income taxes, discontinued cumulative effect of accounting change, and before noncontrolling interests and income (loss) of equity investees. “Fixed charges” include in dividend requirements of consolidated subsidiaries, capitalized interest and the portion of rent expense representing interest.

Since we had no preferred stock outstanding during any of the periods presented, the ratios of earnings to fixed charges and the ratio charges and preferred dividends are the same.

USE OF PROCEEDS

Unless otherwise provided in the applicable prospectus supplement, we will use the net proceeds from the sale of the securities for investments, funding working capital requirements or other general corporate purposes.

DESCRIPTION OF CAPITAL STOCK

Authorized Capital Stock

Our restated certificate of incorporation provides authority to issue up to 4,500,000,000 shares of stock of all classes, of which 4,25 stock, $0.10 par value per share, and 250,000,000 are shares of preferred stock, $0.10 par value per share.

Common Stock

Subject to any preferential rights of the preferred stock, holders of shares of our common stock are entitled to receive dividends on available for distribution when, as and if authorized and declared by the board of directors and to share ratably in assets legally available fo event of our liquidation, dissolution or winding-up. We may not pay any dividend or make any distribution of assets on shares of common sto shares of preferred stock then outstanding, if any, having dividend or distribution rights senior to the common stock have been paid.

Holders of common stock are entitled to one vote per share on all matters voted on generally by the shareholders, including the elec holders of common stock possess all voting power except as otherwise required by law or except as provided for by any series of preferred incorporation does not provide for cumulative voting for the election of directors.

Preferred Stock

Our board of directors is authorized at any time to provide for the issuance of all or any shares of our preferred stock in one or more class or series voting powers, full or limited, or no voting powers, and distinctive designations, preferences and relative, participating, optio qualifications, limitations or restrictions, as shall be stated and expressed in the resolution or resolutions adopted by the board of directors p preferred stock and to the fullest extent as may be permitted by Delaware law. This authority includes, but is not limited to, the authority to pr

- subject to redemption at a specified time or times and at a specified price or prices;

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- entitled to receive dividends (which may be cumulative or non-cumulative) at rates, on conditions and at times, and payabl dividends payable on any other class or classes or any other series;
- entitled to rights upon the dissolution of, or upon any distribution of, our assets; or
- convertible into, or exchangeable for, shares of any class or classes of our stock, or our other securities or property, at a sp rates of exchange and with any adjustments.

As of the date of this prospectus, no shares of preferred stock are outstanding.

Preemptive Rights

No holder of any shares of any class of our stock has any preemptive or preferential right to acquire or subscribe for any unissued s authorized securities convertible into or carrying any right, option or warrant to subscribe for or acquire shares of any class of stock.

Transfer Agent and Registrar

The principal transfer agent and registrar for our common stock is Computershare Trust Company, N.A.

DESCRIPTION OF THE DEBT SECURITIES

General

We will issue debt securities under an indenture between us and U.S. Bank National Association (as successor to Wachovia Bank, N as First Union National Bank), as trustee, dated as of December 1, 2000, as amended. To the extent provided in the applicable prospectus su convertible into, or exchangeable for, shares of any class or classes of our stock, or our other securities or property.

We have summarized material provisions of the indenture and the debt securities below. This summary does not describe all excepti indenture or the debt securities. In the summary below, we have included references to article and section numbers of the indenture so that yo

The debt securities will be unsecured and will rank equally with all of our senior unsecured debt. The indenture does not limit the a issued and each series of debt securities may differ as to its terms.

A supplement to the indenture, board resolution or officers' certificate will designate the specific terms relating to any new series o These terms will be described in a prospectus supplement and, in some cases, a pricing supplement, and will include the following:

- title of the series;
- total principal amount of the series;
- maturity date or dates;
- interest rate and interest payment dates;
- any redemption dates, prices, obligations and restrictions;

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- any provisions permitting the debt securities to be convertible into, or exchangeable for, shares of any class or classes of o property, at a specified price or prices or at specified rates of exchange and with any adjustments; and
- any other terms of the series.

Form and Exchange

The debt securities will normally be denominated in U.S. dollars, in which case we will pay principal, interest and any premium in denominate any series of debt securities in another currency or composite currency. In those cases, payment of principal, interest and any pre composite currency and not U.S. dollars.

Book-Entry Only Form

The debt securities will normally be issued in book-entry only form, which means that they will be represented by one or more perm the name of The Depository Trust Company, New York, New York, which we refer to as "DTC," or its nominee. We will refer to this form h as "book-entry only."

In the event that debt securities are issued in book-entry only form, DTC will keep a computerized record of its participants (for exa purchased the securities. The participant will then keep a record of its clients who purchased the securities. A global security may not be tra and their successors may transfer an entire global security to one another.

In the case of book-entry only, we will wire principal and interest payments to DTC's nominee. We and the trustee will treat DTC's securities for all purposes. Accordingly, neither we nor the trustee will have any direct responsibility or liability to pay amounts due on the s interests in the global securities.

Under book-entry only, we will not issue certificates to individual holders of the debt securities. Beneficial interests in global secur of global securities will be made only through, records maintained by DTC and its participants. Debt securities represented by a global secu securities certificates with the same terms in authorized denominations only if:

- DTC notifies us that it is unwilling or unable to continue as depository;
- DTC ceases to be a clearing agency registered under applicable law and a successor depository is not appointed by us wit
- We instruct the trustee that the global security is exchangeable for debt securities certificates.

Certificated Form

Alternatively, we may issue the debt securities in certificated form registered in the name of the debt security holder. Under these ci certificates representing the debt securities. Debt securities in certificated form will be transferable without charge except for reimbursemen form in the prospectus supplement as "certificated."

Redemption Provisions, Sinking Fund and Defeasance

We may redeem some or all of the debt securities at our option subject to the conditions stated in the prospectus supplement relating series of debt securities is subject to a sinking fund, the prospectus supplement will describe those terms. (ARTICLES ELEVEN and TWELV

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The indenture permits us to discharge or defease certain of our obligations on any series of debt securities at any time. We may defe sufficient cash or government securities to pay all sums due on that series of debt securities. (ARTICLE FOUR)

Liens on Assets

The debt securities will not be secured. However, if at any time we incur other debt or obligations secured by a mortgage or pledge requires us to secure the debt securities equally with our other debt or obligations for as long as the other debt or obligations remain secured include the following:

- purchase-money mortgages or liens;
- liens on any property or asset that existed at the time when we acquired that property or asset;
- any deposit or pledge to secure public or statutory obligations;
- any deposit or pledge with any governmental agency required to qualify us to conduct any part of our business, to entitle us the benefits of any law relating to workmen's compensation, unemployment insurance, old age pensions or other social sec
- any deposit or pledge with any court, board, commission or governmental agency as security for the proper conduct of any
- any mortgage, pledge or lien on any property or asset of any of our affiliates, even if the affiliate acquired that property or a

We may issue or assume an unlimited amount of debt under the indenture. As a result, the indenture does not prevent us from signific levels, which may negatively affect the resale of the debt securities. (SECTION 301)

Changes to the Indenture

The indenture may be changed with the consent of holders owning more than 50% of the principal amount of the outstanding debt sec change. However, we may not change your principal or interest payment terms or the percentage required to change other terms of the indentu consent of others similarly affected. (SECTION 902)

We may enter into supplemental indentures for other specified purposes, including the creation of any new series of debt securities v debt securities. (SECTION 901)

Consolidation, Merger or Sale

The indenture provides that we may not merge with another company or sell, transfer or lease all or substantially all of our property

- the successor corporation expressly assumes:
  - payment of principal, interest and any premium on the debt securities; and
  - performance and observance of all covenants and conditions in the indenture;
- after giving effect to the transaction, there is no default under the indenture;
- we have delivered to the trustee an officers' certificate and opinion of counsel stating that such transaction complies with t

and

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- if as a result of the transaction, our property would become subject to a lien that would not be permitted by the asset lien re equally and ratably with, or prior to, all indebtedness secured by that lien. (ARTICLE EIGHT)

Events of Default

An event of default means, for any series of debt securities, any of the following:

- failure to pay interest on that series of debt securities for 90 days after payment is due;
- failure to pay principal or any premium on that series of debt securities when due;
- failure to perform any other covenant relating to that series of debt securities for 90 days after notice to us; and
- certain events of bankruptcy, insolvency and reorganization.

An event of default for a particular series of debt securities does not necessarily impact any other series of debt securities issued un

If an event of default for any series of debt securities occurs and continues, the trustee or the holders of at least 25% of the outstandi securities of the series may declare the entire principal of all the debt securities of that series to be due and payable immediately. If this happ holders of a majority of the outstanding principal amount of the debt securities of that series can rescind the declaration if there has been dep to pay all matured installments of interest, principal and any premium. (SECTION 502)

The holders of more than 50% of the outstanding principal amount of any series of the debt securities, may, on behalf of the holders series, control any proceedings resulting from an event of default or waive any past default except a default in the payment of principal, inter We are required to file an annual certificate with the trustee stating whether we are in compliance with all of the conditions and covenants un

Concerning the Trustee

Within 90 days after a default occurs, the trustee must notify the holders of the debt securities of the series of all defaults known to t them (default is defined for this purpose to include the events of default specified above absent any grace periods or notice). If a default desc "Events of Default" occurs, the trustee will not give notice to the holders of the series until at least 60 days after the occurrence of that defaul the holders of the debt securities of any default (except in the payment of principal, interest or any premium) if it in good faith believes that w of the holders. (SECTION 602)

Prior to an event of default, the trustee is required to perform only the specific duties stated in the indenture, and after an event of de care as a prudent individual would exercise in the conduct of his or her own affairs. (SECTION 601) The trustee is not required to take any a request of holders of the debt securities, unless those holders protect the trustee against costs, expenses and liabilities. (SECTION 603) The funds or become financially liable when performing its duties if it reasonably believes that it will not be adequately protected financially. (S

U.S. Bank National Association, the trustee, and its affiliates have commercial banking relationships with us and some of our affilia agent under indentures relating to debt securities issued by us and some of our affiliates.

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CLEARING AND SETTLEMENT

The following discussion pertains to debt securities that are issued in book-entry only form.

The Clearing Systems

In the event that the debt securities are issued in book-entry only form, the debt securities may be settled through DTC. In the event t prospectus so provides, debt securities in book- entry only form may also be settled through accounts maintained at Clearstream Banking, *so* commonly known as Clearstream, or the Euroclear System, commonly known as Euroclear. In this case, links will be established among DT facilitate the issuance of the debt securities and cross-market transfers of interests in the debt securities associated with secondary market tra Clearstream and Euroclear through the depositary accounts of their respective U.S. depositaries. The descriptions of the operations and proc Euroclear described below are provided solely as a matter of convenience. These operations and procedures are solely within the control of subject to change by them from time to time. Neither we, the trustee, nor any underwriter, dealer, agent or purchaser takes any responsibility investors are urged to contact the relevant system or its participants directly to discuss these matters.

The clearing systems have advised us as follows:

DTC

DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearin Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants, known as DTC participants, deposit with DT among DTC participants of securities transactions, such as transfers and pledges, in deposited securities through computerized records for D eliminates the need to exchange certificates. DTC participants include securities brokers and dealers, banks, trust companies, clearing corpo

DTC's book-entry system is also used by other organizations such as securities brokers and dealers, banks and trust companies that rules that apply to DTC and its participants are on file with the SEC.

Upon receipt of any payment of principal or interest, DTC will credit DTC participants' accounts on the payment date according to of beneficial interests in the global securities as shown on DTC's records. In addition, it is DTC's current practice to assign any consenting o whose accounts are credited with securities on a record date, by using an omnibus proxy. Payments by DTC participants to owners of benefi and voting by DTC participants, will be governed by the customary practices between the DTC participants and owners of beneficial interes for the accounts of customers registered in street name. However, these payments will be the responsibility of the DTC participants and not o

Clearstream

Clearstream is incorporated under the laws of Luxembourg as a professional depositary. Clearstream holds securities for its partici Clearstream participants, and facilitates the clearance and settlement of securities transactions between Clearstream participants through ele of Clearstream participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to Clearstream partici safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream

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interfaces with domestic markets in several countries. As a registered bank in Luxembourg, Clearstream is subject to regulation by the Comm Financial Sector (*Commission de Surveillance du Secteur Financier*). Clearstream participants are recognized financial institutions around securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may include an underwriter, us to sell the debt securities. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies th custodial relationship with a Clearstream participant either directly or indirectly. Clearstream has established an electronic bridge with Euro between Clearstream and Euroclear.

Distributions with respect to interests in the debt securities held beneficially through Clearstream will be credited to cash accounts accordance with its rules and procedures, to the extent received by the U.S. depositary for Clearstream.

Euroclear

Euroclear was created in 1968 to hold securities for its participants, known as Euroclear participants, and to clear and settle transa and between Euroclear participants and participants of certain other securities intermediaries through simultaneous electronic book-entry del eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear limited liability company, and operated through a license agreement by Euroclear Bank S.A./N.V., known as the Euroclear operator. The Euro participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing and related ser banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include an underwrit by us to sell the debt securities.

Indirect access to Euroclear is also available to others that clear through or maintain a custodial relationship with a Euroclear parti

The Euroclear operator is a Belgian bank regulated by the Belgian Banking and Finance Commission and overseen as the operator o National Bank of Belgium.

Securities clearance accounts and cash accounts with the Euroclear operator are governed by the Terms and Conditions Governing Operating Procedures of the Euroclear System, and applicable Belgian law, collectively referred to as the terms and conditions. The terms a securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear ope conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants

Distributions with respect to debt securities held beneficially through Euroclear will be credited to the cash accounts of Euroclear p terms and conditions, to the extent received by the U.S. depositary for Euroclear.

Global Clearance and Settlement Procedures

Initial settlement for the debt securities will be made in U.S. dollars, in same-day funds. Secondary market trading between DTC pa way in accordance with DTC rules and will be settled in same-day funds using DTC's Same-Day Funds Settlement System. In the event that t prospectus provides that the debt securities may also be settled through Clearstream and

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Euroclear, secondary market trading between Clearstream participants and/or Euroclear participants will occur in the ordinary way in accor operating procedures of Clearstream and Euroclear and will be settled using the procedures applicable to conventional eurobonds in same-d

Cross-market transfers between persons holding directly or indirectly through DTC participants, on the one hand, and directly or inc Euroclear participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the European international clearing s these cross-market transactions will require delivery of instructions to the European international clearing system by the counterparty in that procedures and within its established deadlines (European time). The European international clearing system will, if a transaction meets its s instructions to its U.S. depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the debt securitie payment in accordance with normal procedures for settlement in DTC. Clearstream participants and Euroclear participants may not deliver i U.S. depositary.

Because of time-zone differences, credits of debt securities received in Clearstream or Euroclear as a result of a transaction with a subsequent securities settlement processing and dated the business day following the DTC settlement date. The credits or any transactions in processing will be reported to the Clearstream or Euroclear participants on the same business day. Cash received in Clearstream or Euroclea securities by or through a Clearstream participant or a Euroclear participant to a DTC participant will be received with value on the DTC se the Clearstream or Euroclear cash account only as of the business day following settlement in DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of interests in sec Clearstream and Euroclear, they are under no obligation to perform or continue to perform these procedures and these procedures may be cha any of them.

EXPERTS

The consolidated financial statements of Verizon Communications incorporated by reference in Verizon Communications' Annual Re December 31, 2011 (including the schedule appearing therein), and the effectiveness of Verizon Communications' internal control over financ 2011, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, incorpora incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports g experts in accounting and auditing.

LEGAL MATTERS

Randal S. Milch, Executive Vice President and General Counsel of Verizon Communications, will issue an opinion about the validit stock or debt securities offered pursuant to this prospectus and any applicable prospectus supplement. As of September 30, 2012, Mr. Milch Verizon Communications common stock, including 12,109 shares that may be acquired pursuant to the conversion of certain stock units under

Milbank, Tweed, Hadley & McCloy LLP of New York, New York will issue an opinion on certain legal matters for the agents or un Hadley & McCloy LLP from time to time represents Verizon Communications and its affiliates in connection with matters unrelated to the off

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PLAN OF DISTRIBUTION

We may sell any of the securities:

- through underwriters or dealers;
- through agents; or
- directly to one or more purchasers.

The prospectus supplement or pricing supplement will include:

- the initial public offering price;
- the names of any underwriters, dealers or agents;
- the purchase price of the securities;
- our proceeds from the sale of the securities;
- any underwriting discounts or agency fees and other underwriters' or agents' compensation;
- any discounts or concessions allowed or reallowed or paid to dealers; and
- any option by the underwriters to purchase additional securities.

If underwriters are used in the sale, they will buy the securities for their own account. The underwriters may then resell the securitie time or times, at a fixed public offering price or at varying prices.

This prospectus should not be considered an offer of the securities in states where prohibited by law.

If there is a default by one or more of the underwriters affecting 10% or less of the total number of shares of capital stock or princip the non-defaulting underwriters must purchase the securities agreed to be purchased by the defaulting underwriters. If the default affects more shares of capital stock or principal amount of the debt securities, we may, at our option, sell less than all the securities offered.

Underwriters and agents that participate in the distribution of the securities may be underwriters as defined in the Securities Act of 1 that we pay them and any profit that they receive from the resale of the securities by them may be treated as underwriting discounts and comm of 1933. We may have agreements with underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabiliti to contribute with respect to payments which they may be required to make.

Underwriters and agents may be customers of us or our affiliates, may engage in transactions with us or our affiliates or perform ser ordinary course of business.

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$4,500,000,000

Verizon Communications Inc.

$1,000,000,000 0.70% Notes due 2015
$500,000,000 1.10% Notes due 2017
$1,750,000,000 2.45% Notes due 2022
$1,250,000,000 3.85% Notes due 2042

PROSPECTUS SUPPLEMENT
November 2, 2012

Joint Book-Running Managers

Barclays **BofA Merrill Lynch** **J.P. Morgan**
Citigroup **Goldman, Sachs & Co.** **RBC Capital Markets**

Senior Co-Managers

Credit Suisse **Deutsche Bank Securities** **Mitsubishi UFJ Securities** **Mizuho Securities** **San**

Co-Managers

Lloyds Securities **SMBC Nikko**