



Howard Maker
Commissioner
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[REDACTED]

December 8, 2008

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Manager
Bell Canada

[REDACTED]
[REDACTED]
[REDACTED]

Re: CCTS Complaint # 05568
Decision

On July 24, 2008, we issued a written recommendation in this matter (copy attached). The complaint was made with regard to problems that arose with internet service and computer “troubleshooting” provided by Bell Canada (Bell) to [REDACTED]. [REDACTED] was seeking to be reimbursed for the cost of any repair to her computer, for the cost of the new computer she purchased, and for the cost of her Internet service over the time in which she claims service was intermittent. We concluded that Bell acted reasonably in offering to pay for the full \$326.57 cost of a third-party company’s repair service on her original computer. We did not recommend any further action by Bell.

The Objection

[REDACTED] wrote to us on August 13, 2008, objecting to our recommendation. She stated that her computer crashed when a Bell technician took control of it by remote access. She claimed that she had documented notes about this event that were not previously provided to CCTS. She has since collected her notes from her contacts with Bell and provided them to CCTS, the last of which were received on November 20, 2008. CCTS has reviewed these notes thoroughly.

In these notes, [REDACTED] cites a few separate occasions on which she believes that Bell offered to pay for the cost of repairs to her original computer. Her objection to the recommendation is based on her belief that Bell was responsible for the problems that occurred with her computer and that it was upon Bell’s offer to pay for a new computer that she bought her new computer on April 26, 2008.

Despite CCTS’ request for particulars, [REDACTED] has failed to provide a specific date on which she claims that her computer was remotely accessed and crashed by a Bell representative. She appears to suggest in her notes that this action occurred prior to February 9, 2008. In further

correspondence, however, she has stated that the remote access and subsequent crash of the computer occurred in April 2008, specifically referring to "troubleshooting" actions taken by a Bell representative on April 22, 2008.

With regard to her internet connection, ██████████' notes state that on May 5, 2008¹, she "had no internet connection at all". She therefore continues to seek reimbursement for this service.

Bell's Position

Bell states that it has no record of any of its representatives ever actually accessing ██████████' computer remotely. Bell states that as ██████████ could not provide a specific date on which the remote accessing of her computer occurred that Bell cannot review the relevant notes from that date to respond any further to her claims.

Bell has provided us with its policy regarding remote access of customers' computers. The Remote Access Agreement reads as follows:

The Broadband Remote Control Tool, made available by Bell Canada ("Your Service Provider"), allows its Sympatico Support Agents to take temporary control of your computer and desktop to attempt resolution of your problem. Before proceeding, please close all applications running on your computer.

By clicking the "Accept" button below and by entering the Access Number provided to you by the Sympatico Support Agent, you authorize Your Service Provider to attempt to troubleshoot and repair your service problems by taking temporary control of your computer. Your authorization will allow Your Service Provider's Sympatico Service Agent to access and make changes to your computer and software by remote control but you will be able to observe the actions taken by the Sympatico Support Agent as he or she attempts to remedy your problem. At any time you can terminate this remote control by clicking the "Disconnect" button. [...] If you do not agree, do NOT click "Accept" and Your Service Provider will not be granted access to your computer system. [Emphasis added].

Therefore, Bell states that had ██████████' computer been accessed by a Bell agent remotely, it would have been upon her agreement, which she was capable of cancelling at any time.

In order to address ██████████' objection, on November 11, 2008 Bell provided us with all of its notes from ██████████' account. CCTS has reviewed these thoroughly.

The earliest recorded complaint to Bell was on February 25, 2008 in which Bell noted that the problem had been ongoing for three weeks. Bell states that it gave ██████████ a credit on February 29, 2008 for one month of internet service (\$36 plus tax). The credit was based on her claim that she had received intermittent internet service over a three week period in February. Bell's notes from that time state that ██████████' line was tested and that there were no problems with it and that Bell therefore warned that her problems could be due to her router.

¹ Based on the dates of events as they were provided in her notes, she may have meant April.

Bell has confirmed that, subsequent to CCTS' recommendation, it paid the \$326.57 cost of a technician which [REDACTED]' hired to repair her computer in August 2008. Bell states that it spoke directly with this technician who reported that no virus was found on [REDACTED]' computer system and that her system was simply slow.

With regard to the internet service problems [REDACTED] claims to have experienced, Bell has provided us with the monthly bandwidth usage on [REDACTED]' account through 2008, where each month shows usage of over 1 GB of data and no significant change in data from March 2008 onward. Bell refuses to refund [REDACTED] for any of her internet service charges.

Analysis

Bell has provided proof that [REDACTED] received internet service throughout the time period at issue. Since purchasing her new computer in April, the usage of her internet has not changed, and thus any internet usage problems were not due to the malfunctioning of her original computer. Bell has also shown in its notes that on multiple occasions it tested [REDACTED]' line for internet service and found it to be fine.

Based on Bell's notes for the account and on [REDACTED]' additional documentation, it is unclear on which date [REDACTED] is claiming that a Bell representative accessed and crashed her computer. None of the notes provided by Bell state that any remote access of [REDACTED]' computer occurred.

With regard to [REDACTED]' claim that Bell offered to put the cost of her repair toward the purchase of a new computer, Bell has provided notes that reiterate comments to [REDACTED] that she would *not* be reimbursed for the cost of a new computer, despite her requests for such compensation.

Decision

We have considered [REDACTED]' objection to the recommendation and the supplemental information provided by both parties. The material we have received from her regarding the dates, times, and content of her communications with Bell was internally inconsistent and failed to provide clarity when compared with other information collected about the situation.

The evidence we have been provided is therefore insufficient to demonstrate that Bell caused problems with [REDACTED]' computer or that Bell ever agreed to compensate her for the purchase of a new computer. In fact, Bell's notes clearly state that it refused to compensate [REDACTED] for the cost of a new computer. Further, there is insufficient evidence to support a finding of a problem with [REDACTED]' internet service line or that she was unable to use the service.

Bell has paid for the repair cost to [REDACTED]' computer as agreed between the parties. Bell has therefore complied with its commitment and no further action by Bell is required.

This concludes our investigation of this complaint. We draw the attention of the parties to sections 11.6 to 11.9 of the CCTS *Procedural Code* (Code), which describe in detail [REDACTED] [REDACTED]' right to accept or reject the Decision within 20 business days of its receipt, and the consequences of acceptance, rejection or a failure to respond. A copy of the Code is attached.

Howard Maker
Commissioner



July 24, 2008

[REDACTED]

[REDACTED]
Bell Canada
Executive Care Solutions Centre

[REDACTED]
[REDACTED]
[REDACTED]

Re: Complaint CCTS #02-01-04-00005568

On May 5, 2008, [REDACTED] submitted a complaint to the office of the Commissioner for Complaints for Telecommunications Services (CCTS) about the internet access service by Bell Canada (Bell, the Company).

According to [REDACTED]'s complaint, she has had "little or no internet service for months. ... A Sympatico technical rep took control of my computer by remote access and changed all of the settings and options and disabled my firewalls and anti-virus software and my computer crashed. ... No one was able to restore my active desktop or retrieve my data or fix my computer, and I had to purchase another one. My internet is still not working properly despite buying the new computer as Sympatico told me to do." [REDACTED] requested that Bell refund the cost of her computer and at least four months of monthly internet charges. She also requested a refund of modem charges, stating that she did not want or need a modem from Bell.

Bell responded to [REDACTED]'s complaint on May 26, 2008, and July 23, 2008.

According to Bell, the Company has reviewed its call logs and does not have any tickets from an agent that had taken control of [REDACTED]'s computer through remote access. Bell noted that [REDACTED] could not provide the day and time with respect to her statement that a technician had taken control of her computer. The Company stated that [REDACTED] had called numerous times to have her concerns resolved. According to Bell, [REDACTED] was advised that the problems she was experiencing were related to her computer's operating system – not Bell's internet service. Bell states that although the Company does not support computer operating systems it offered to send a Geek Squad technician to [REDACTED]'s home to resolve

the problem by formatting and reinstalling her operating system but that [REDACTED] did not want to wait one week for an appointment. The Company also states that [REDACTED] said that she did not have the CDs for the computer's Windows operating system. On another occasion Bell states that the Company offered to have a senior technician verify the problem with [REDACTED]' computer but that [REDACTED] refused the offer. Bell further states that the Company offered to pay to repair [REDACTED]' computer if she brought her computer to a technician. The offer was refused, according to Bell. With respect to the charges for a modem, Bell states this is a mandatory charge.

Finding and recommendation

I have considered the submissions of [REDACTED] and Bell. I find that Bell's offers to arrange on-site technical support, provide assistance from a senior technician, and pay to have [REDACTED]' computer repaired are reasonable resolutions to [REDACTED]' complaint. Accordingly, I recommend that Bell not be required to pay for [REDACTED]' new computer nor should the Company be required to refund her monthly internet access fees, including the modem charges.

I have attached a copy of the CCTS *Procedural Code*. The Code contains important information with respect to recommendations made by the Commissioner for Complaints for Telecommunications Services, including information about acceptance of recommendations by a complainant and a telecommunications service provider. In particular, I refer [REDACTED] and Bell to sections 10 and 11.

David McKendry
Interim Commissioner for Complaints for Telecommunications Services