



HOWARD MAKER COMMISSIONER

P.O. Box 81088, Ottawa, ON K1P 1B1

September 14, 2012

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
5115 Creekbank Rd., 2W,
Mississauga, ON
L4W 5R1

RE: CCTS Complaint #111131

On July 31, 2012, we issued a Recommendation regarding the above complaint. As Bell rejected our Recommendation, I am required to issue a Decision under Section 11 of our Procedural Code ("the Code").

Our Recommendation

[REDACTED] complained that Bell had been consistently and repeatedly overcharging him despite the fact that he did not use any services beyond those included in his plan allotment. He asked that he be permitted to cancel his account without payment of an early termination fee, and that Bell credit his final account balance.

After investigating [REDACTED] complaint, we determined that:

- Bell did not address the merits of [REDACTED] complaint, so we had no choice but to conclude that the allegations contained in [REDACTED] complaint were accurate.
- Bell bore the burden of demonstrating the validity of the disputed charges and as it did not respond to this complaint with its position or provide any supporting documentation, it failed to meet this requirement. We therefore had no choice but to accept [REDACTED] claim that he only used the service within the limitation of his plan allotment.
- The account summaries demonstrated that between February 2010 and November 2011 [REDACTED] was provided with \$516.88 in adjustments for these alleged overcharges, leaving a difference of \$685.58.
- Considering that [REDACTED] had to contact Bell on multiple occasion for it to address his billing concerns and that Bell did not address them in a timely manner we felt that it was reasonable for [REDACTED] to request the cancellation of his account.

As Bell was unable to provide any evidence to demonstrate that it had billed [REDACTED] properly, we recommended that Bell:

- Provide a credit in the amount of \$685.58 to account for the billing errors that had yet to be credited; *and*
- Credit the ETF of \$400 that it had charged, for a total credit of \$1,085.58.

Bell's Objection

Under Section 11 of the Code, the party objecting to the Recommendation is required to explain why he or she considers it to be unacceptable or inappropriate. Bell provided its objections in an email to CCTS dated August 10, 2012, with which it provided copies of copious account notes, customer invoices and other account information – all of the material that it should have provided during the investigation.

Analysis of Objection

Section 11.5 of our Procedural Code provides that in formulating a Decision, the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation.

We have reviewed all of the documentation provided by Bell. This material allows us to conclude that:

- ██████████ activated his account on Feb 13, 2010.
- ██████████'s complaint is that he was being billed for usage that was included in his plan allotments.
- Bell provided CCTS with ██████████'s monthly invoices from February 2010 to December 2010.
- We have reviewed the monthly invoices and confirm that ██████████ was subscribed to the "Uber 40 – Extended hours" plan at \$40 monthly.
- We have reviewed the "Uber 40- Extended hours" plan allotments and confirm that it does not include unlimited long distance during evenings (from 5 pm) and weekends.
- Long distance calling would be billed at \$0.35/min.
- ██████████'s monthly invoices demonstrate that he was being billed correctly for long distance calling (\$0.35/min).
- ██████████ was charged a total of \$334.07 for long distance charges from February 2010 – December 2010, which he mistakenly thought would be free.
- Further review of ██████████'s monthly invoices reveals that he was also charged \$149.25 for mobile data usage from February 2010 – December 2010, which also was not included in the "Uber 40 – Extended hours" plan allotments.
- A review of the invoices now provided to us shows that ██████████ had also been charged two early termination fee (\$400 each), one of which was credited, which we initially believed (from the account summaries) had been an "overcharge".
- We also reviewed ██████████'s account notes which demonstrate that he never disputed his plan allotments with Bell.
- The call notes demonstrate that ██████████'s service was being suspended regularly by Bell for exceeding his spending cap at which time ██████████ would dispute the usage on his device.
- We've determined any amounts that exceeded the monthly service charges were from usage not included in his plan allotments, and this is the reason why he was being billed more than \$40/month.

Decision

Section 11.5 of our Procedural Code states that in formulating a Decision the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation.

As we have determined that Bell was billing ██████████ correctly for his monthly service charges and that all amounts that exceeded these charges were from usage not included in his plan allotments, we conclude that the Recommendation was incorrect.

My Decision is that Bell's billings to ██████████ were accurate and accordingly Bell is not required to credit the ETF or to credit the outstanding balance on the account upon cancellation.

Further to Section 11.7 and 11.8 of our Procedural Code, ██████████ may accept or reject this Decision within 20 days of receipt. Should he decide to reject the Decision, ██████████ may pursue this complaint through any other forum and Bell shall be fully released from the Decision. A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker

Attachments:

- (1) Procedural Code
- (2) Recommendation