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March 13, 2015

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

Bell Aliant

[REDACTED]  
[REDACTED]  
[REDACTED]

**RE: CCTS file number #540242**

On March 6, 2015, we issued a Recommendation regarding the above complaint. As Bell Aliant (Aliant) rejected our Recommendation, I am required by Section 11 of our Procedural Code (“the Code”) to issue a Decision.

**Our Recommendation**

As of August 2014 [REDACTED] was charged \$30.00 for an Unlimited Canada and US Long Distance feature (UCNUS) on her home phone service. She argued that this feature was supposed to have been included in her 36 month contract for bundled services, which she had entered into in August 2013. Accordingly she requested that the feature be included in the bundle rate for the duration of the contract term.

Aliant argued that the UCNUS feature was provided as a 12 month free promotion only, and that [REDACTED] accepted this as a separate offer from the 36 month contract which she entered into in August 2013. It therefore declined to provide the feature free of charge for the duration of the contract.

After investigating [REDACTED] complaint, we determined that Aliant could not demonstrate that at the time it contracted with [REDACTED] in August 2013, it had informed the customer that UCNUS was being provided only on a 12 month free promotion.

Accordingly we recommended that Aliant apply the UCNUS feature to [REDACTED] account without charge for the duration of the 36 month contract, and that it credit the \$30.00 per month charges for UCNUS that the customer had incurred to date.

**Aliant’s Objections**

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. Aliant provided its objections to CCTS on March 9, 2015.

Aliant provided an internal document which it explained was given to front-line employees during the August 2013 time period regarding in-market offers. This document lists the features of the Fibre Op Bundle (the one to which [REDACTED] had subscribed) on a 36 month term; and also lists the UNCUS feature as a 12 month promotion under the "Value Add" section. Aliant contends that this documentation is sufficient to demonstrate that the UCNUS feature was not available as a 36 month promotion, and that in August 2013 [REDACTED] would have been advised that it was being offered to her as a 12 month promotion.

Aliant also explained that this customer had the UCNUS feature on her account since 2011 for 12 month periods each. It explained that each time the promotion expired it would be re-added free of charge or at a discounted rate for an additional term.

### **Analysis of the Objection**

The only new evidence provided by Aliant is the internal document regarding the details of the FibreOp bundle, the UCNUS feature; and their corresponding promotion lengths. This demonstrates that in August 2013 Aliant customers could agree to 36 month contracts for bundle services and receive a 12 month free promotion on the UCNUS feature. However, in my opinion this is insufficient to allow us to conclude that Aliant informed [REDACTED] when agreeing to the 36 month term, that UCNUS would only be included as a 12 month free promotion and would thereafter be charged at \$30.00 per month.

With respect to Aliant's discussion of [REDACTED] historic subscriptions to UCNUS, a review of the evidence discloses that UCNUS was added to the customer's account at various times and at various different rates. However, the evidence does not indicate that she was ever provided with a written agreement disclosing that it was a 12 month promotion or that this was disclosed on her invoices. The evidence falls short of providing the basis for a conclusion that she ought to have known that this was a 12 month promotion with a regular price of \$30 per month.

### **Decision**

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.

Aliant has failed to demonstrate doubt as to the correctness of the Recommendation, as the evidence that it submitted in support of its position is inconclusive. As such, there is no basis upon which to modify our Recommendation.

Further to sections 11.7, 11.8, and 11.9 of our Procedural Code, [REDACTED] may accept or reject this Decision within twenty days of receipt. Should she decide to reject this Decision and pursue this complaint through any other forum, Aliant shall be fully released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker  
Commissioner