



We listen.
We help.

Annual Report 2011-12



CCTS
COMMISSIONER FOR COMPLAINTS
FOR TELECOMMUNICATIONS SERVICES
Let's talk solutions



CPRST
COMMISSAIRE AUX PLAINTES RELATIVES
AUX SERVICES DE TÉLÉCOMMUNICATIONS
Parlons solutions

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Message from the Chair of the Board of Directors

In January 2011, the CRTC ordered that all Canadian telecommunications service providers must participate in the CCTS process once a complaint is received from one of their customers.

In 2011-12, 38 new service providers signed up with CCTS. This is in addition to the 23 service providers that signed up in the half-year following the CRTC's decision. In all, 178 service providers and brands now participate in the CCTS dispute resolution process.

Our organizational growth is reflected not only in the increasing number of participating service providers, but also in the increased number of consumer complaints received. In 2011-12, CCTS accepted 10,838 customer complaints, an increase of 35% from last year.

In 2009 the Board developed a five year strategic plan, laying out its goals for CCTS to 2014. This year we reviewed our progress towards meeting these strategic planning objectives and I am pleased to report that virtually all of the objectives identified for completion this year have been met. In addition, the Board considered the remaining objectives due for completion in the next two years and prepared a plan to monitor progress and ensure their completion.

Since its inception, the CCTS Board has actively engaged in a process of determining and adopting "best practices" for governance of non-profit organizations. This year the Board encountered a new governance issue of an entirely different type. The Government of Canada introduced the Canada Not-for-profit Corporations Act (CNPCA), which came into force in October 2011. This legislation will profoundly affect the way all federally incorporated not-for-profit corporations, like CCTS, must be structured and governed. We have until October 2014 to become compliant with CNPCA.

CCTS was created, by design, with unique structures and approaches to governance, so as to ensure the independence of the organization while at the same time providing appropriate stakeholder roles. The Board is now tasked with trying to replicate this careful balancing of interests under a new piece of legislation which is extremely different from the legislation that was in place when CCTS was created. This exercise will be challenging for the Board and will likely result in substantial restructuring of our By-Laws and related governance documents. The Board has begun this work, with the objective of achieving CNPCA compliance, while maintaining the independence and careful structuring of CCTS. It will remain a key focus for the Board for the coming year, and likely longer.

In this year's Report we are providing, for the first time, enhanced statistical information about complaint issues, which we are now able to provide as a result of the rebuild of our case management system. The Board hopes that readers will find this data interesting and that it will prove helpful to all our stakeholders.



Message from the Commissioner

Planning this year's Annual Report, and this message, has been particularly challenging. There has been so much going on, both in the telecom community generally and at CCTS specifically, that it has been difficult to decide which issues should get the most attention.

In this Report we have chosen to focus on a few key subjects:

Growth – 2011-12 was a year of healthy but manageable growth for CCTS. We again set new records for the number of complaints accepted and the number of customer communications received. We also saw continuing growth in the number of service providers that signed up, thus extending the availability of our independent dispute resolution process to an increasing number of Canadians. From an operational perspective, we processed more complaints than ever and we improved upon our already high rate of successfully resolving complaints.

Statistics – We are pleased to produce our first Annual Report with enhanced statistical reporting, made possible by our new case management system. The highlight is the in-depth statistical detail about the nature of the complaints we concluded this year. We are also providing increased detail about other aspects of our operations, with a view to added transparency. We hope that readers will find this data useful and we look forward to your feedback on how it might be improved.

Wireless Legislation and Codes of Conduct – Again this year we received more complaints about wireless services than all other lines of business. It has been a remarkable year for wireless carriers and consumers. A number of provinces have moved forward with legislation designed to address perceived consumer issues with wireless services and products. The Canadian Radio-television and Telecommunications Commission (CRTC) was asked to develop a mandatory national wireless Code of Conduct, and in October 2012 decided to begin the process of developing a Code to address the clarity and content of wireless service contracts and related issues.

Deposit and Disconnection Code – The CRTC approved a Code of Conduct for deposits and disconnections, applicable to local phone service. It came into force in mid-May, 2012. CCTS will use it, when applicable, in the resolution of relevant complaints and will provide statistical reporting related to complaints that raise issues under the Code.

Preventing and Solving Complaints at First Instance – In the Statistics section we break down the issues that resulted in the most complaints. In the "Topics and Trends" section we provide examples of the types of complaints we receive. This year, we focus on complaints that we feel service providers could have easily prevented at the outset. We also scratch our heads about the number of complaints that come to us in which the solution seems so obvious that we cannot understand how or why the service provider did not resolve them when first contacted by the customer. Addressing these issues at an early stage would save consumers aggravation and would save providers money.

Service Providers and the CCTS Process – We also share our frustration with the extremely high number of complaints (almost 43%) to which our participating service providers simply do not respond, despite being required to do so under our Procedural Code. This requires us to escalate these complaints for investigation (often unnecessarily), increasing delay for the customer, cost for the provider, and needlessly occupying the time of CCTS' investigative staff. We also discuss the few service providers which do not cooperate with our efforts to sign them up to CCTS when we receive a complaint from one of their customers – despite the regulatory requirement that they sign up within 5 days – as well as the efforts we have gone to, in cooperation with the CRTC, to ensure that their customers also get the benefit of CCTS' independent and impartial dispute resolution process.

CCTS has a dedicated staff and management team, and they worked hard this year to ensure that we continue to provide the best possible customer service to all users of our process. I offer my thanks to each and every one. In addition, I thank the Chair of our Board, Mary Gusella, for her untiring assistance and dedication, which is shared by all our directors and which is evident in their very high rates of participation in Board and committee meetings. I also thank Jonathan Daniels, who in July 2012 completed his term as the representative of the incumbent local exchange carriers (ILECs) to the Board, for his three-years of committed service to CCTS.

Who We Are & What We Do

CCTS is an independent organization dedicated to working with consumer and small business customers and participating Canadian telecommunication service providers to resolve complaints relating to most deregulated retail telecommunications services. We strive to assist customers and service providers in an independent, fair, effective and efficient manner, after direct communication between a customer and a service provider has proven ineffective.

Our Mandate

We are able to assist customers with a wide range of complaints about products and services offered in the telecommunications sector including:



HOME TELEPHONE



LONG DISTANCE TELEPHONE SERVICES (including prepaid calling cards)



WIRELESS SERVICES (including voice, data, and text)



WIRED AND WIRELESS INTERNET ACCESS SERVICES



WHITE PAGE DIRECTORIES, DIRECTORY ASSISTANCE, AND OPERATOR SERVICES

We are able to assist with most types of problems that can arise between a customer and his or her service provider, including:



COMPLIANCE WITH CONTRACT TERMS AND COMMITMENTS

for example, disputes about whether there is a contract, what is included in a contract or how the contract should be interpreted, or whether the provider's conduct meets its contractual obligations, or misunderstandings about the particulars of a contract or term;



BILLING DISPUTES AND ERRORS

for example, complaints about customers having agreed to one price and subsequently being charged more, being overcharged due to either a billing system error or a price that is different than advertised, or about being billed for per-use services which they claim they did not use;



SERVICE DELIVERY

for example, complaints about the installation, repair or disconnection of service, including the quality of the service or unreasonable interruptions to service and transfers of service from one provider to another; and,



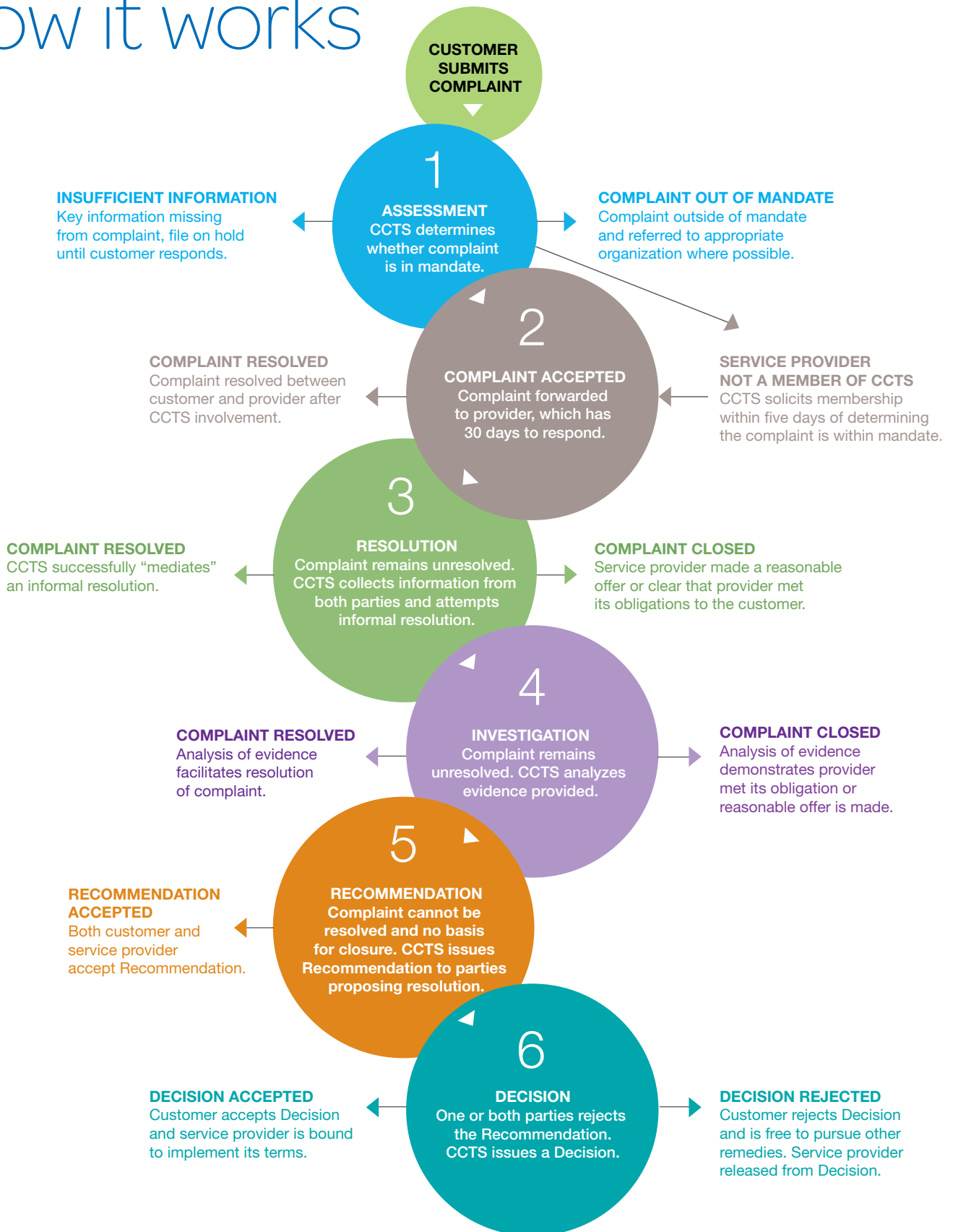
CREDIT MANAGEMENT

for example, complaints about security deposits, payment arrangements and collections treatment of customer accounts.

A few services and issues are excluded from our mandate. Please see the [Mandate](#) page of our website for full details.

Our Complaints Process

How it works



Please see the [Complaints Process](#) page of our website for full details.



The Year in Review

OPERATIONAL STATS – QUICK NUMBERS

Complaints Accepted:

↑ 35%

Resolution Rate:

🛡️ 90.1%
of complaints concluded
were resolved

Throughput:

➡️ 98.5%
of complaints received
were concluded

Recommendations Accepted:

🔄 71% of the
formal Recommendations
made were accepted by
both the customer and the
service provider

1. Dealing with Customer Complaints

We try to deal with complaints as quickly as we can. We know customers have already invested time in trying to resolve their issues before they bring their complaint to us. So whenever possible, we try to assist customers and service providers to reach a mutually satisfactory resolution of their complaints, rather than imposing a solution on them. This year, 90% of the complaints we concluded were successfully resolved, an increase from the 87% that were resolved last year. Of these resolutions, 74% took place at the pre-investigation stage, which means they were resolved within about 40 days. This approach continues to prove effective, and efficient.

Despite processing 10,678 complaints in 2011-12, we had to issue only 55 Recommendations and 11 Decisions. These statistics are very similar to last year's (60 Recommendations and 10 Decisions). This shows that our focus on resolving complaints has received "buy in" from both consumers and providers.

Even though complaints increased this year by 35%, we completed 98.5% of the number of complaints received (compared to 96% last year). This improvement is reflected in our survey data, which discloses increased customer satisfaction with the timeliness of our work.

2. Deposit and Disconnection Code

In January 2011, the CRTC requested the development of a Code of Conduct governing consumer and service provider rights and responsibilities related to:

- Service provider requests for customers to provide a deposit as a condition of providing service; and
- Service provider processes when the provider intends to disconnect a customer's service for non-payment.

In November 2011, the CRTC approved the Code, which was developed by a committee made up of service providers, consumer representatives, and CCTS. The Code went into effect on May 14, 2012.

The Code applies only to local telephone service in forborne (deregulated) markets. CCTS will use the provisions of the Code to resolve disputes related to these issues.

The full text of [the Code](#) and some [helpful information for consumers](#) are available on the CCTS website.

We did not conclude any cases prior to July 31, 2012 that raised issues under the Code. In next year's Report we expect to have a full year's data to describe the impact of the Code.

3. A National Wireless Code

One of the hottest consumer issues in telecom this year arose when certain wireless carriers requested that the CRTC develop a mandatory national wireless consumer code. Some provinces have enacted legislation (Quebec, Manitoba), and others are at various stages of developing legislation (Ontario, Nova Scotia, Newfoundland and Labrador) designed to address various consumer issues that they have identified in wireless services. These wireless providers expressed concern that different sets of rules in different provinces would result in confusion, as well as extra costs for the carriers and for consumers. In spring 2012 the CRTC held a proceeding to give all Canadians the opportunity to comment on the issue of whether it should undertake the development of a Code. CCTS filed these comments:

- CCTS has seen continued growth in the number of wireless complaints received since inception in 2007;
- CCTS is willing to provide its statistical data to the CRTC if this will assist the Commission in deciding whether a Code is required; and
- if the Commission decides to develop a Code, CCTS would use it in the resolution of consumer wireless complaints.

On October 11, 2012 the CRTC announced that it would undertake the development of a mandatory code designed to address the clarity and content of wireless service contracts and related issues ([Telecom Decision CRTC 2012-556](#)). Simultaneously the Commission initiated a proceeding ([Telecom Notice of Consultation CRTC 2012-557](#)) in which it has called for comments on:

- the content of the Code;
- to whom the Code should apply;
- how the Code should be enforced and promoted; and
- how the Code's effectiveness should be assessed and reviewed.

The Notice of Consultation describes in detail the issues which the CRTC has identified for possible inclusion in the Code, as well as the process by which all Canadians are able to file comments for the consideration of the Commission.

4. Public Awareness Update

In April 2012 the CCTS Board of Directors approved some changes to the CCTS public awareness plan, which it first approved in 2009. These changes, summarized below, are intended to build on current measures and enhance the effectiveness of the plan:

1. The service providers will notify customers about CCTS on their web sites and in the "white pages" using prescribed text. The prescribed text has been made more clear and concise;
2. The service providers are required to place on their web sites a notice about CCTS and a link to the CCTS web site. The plan has been amended to provide more direction to the service providers regarding placement on their site, so that the relevant page is easier for consumers to find. It is also intended to ensure that CCTS is properly described as an independent organization and not part of the provider's internal complaint-handling process;
3. Service providers were previously required to place notices about CCTS on customers' bills twice per year. They are now required to do so four times per year. In addition, they will now also provide notice to customers who do not receive bills, such as pre-paid wireless customers; and
4. Under the original plan, a service provider that could not resolve a customer's complaint was required to notify the customer about the right of recourse to CCTS following the completion of its internal complaint-handling process. This notification requirement has been changed and the notice must now be given following the second level of escalation in the company's complaints process. However, CCTS will continue to accept complaints from customers who have not fully exhausted their service provider's internal complaint-handling process, provided that they have offered their provider a reasonable opportunity to look into and resolve the complaint.

The full [Public Awareness plan](#) is available on our website.



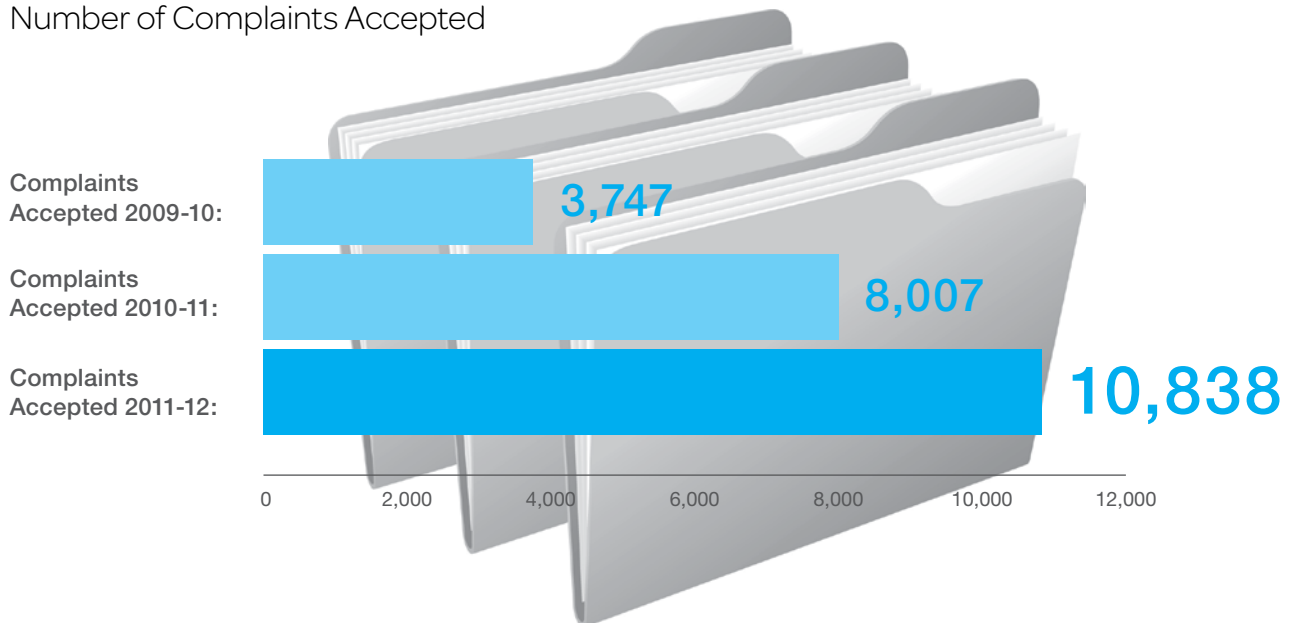
Complaints

In this year's Annual Report you will see some changes in the way we report our statistics. This year our new case management tool went "live" and it has enabled us to record far more information about complaints than ever before. We hope that readers will find this additional information helpful. We welcome your feedback.

In this section you will find our basic operational statistics, and the highlights of the main issues presented by the complaints we saw. Later in this Report you will find a section full of detailed statistical reports, including a breakdown of all the issues received in the complaints we concluded this year, as well as a breakdown of complaints received from customers of each participating service provider.

You may note that we no longer report "Contacts", a measurement that we have used in the past to describe the overall number of communications we received from members of the public. Instead, we now provide more detailed information about this in our [Contact Centre Activities](#) report.

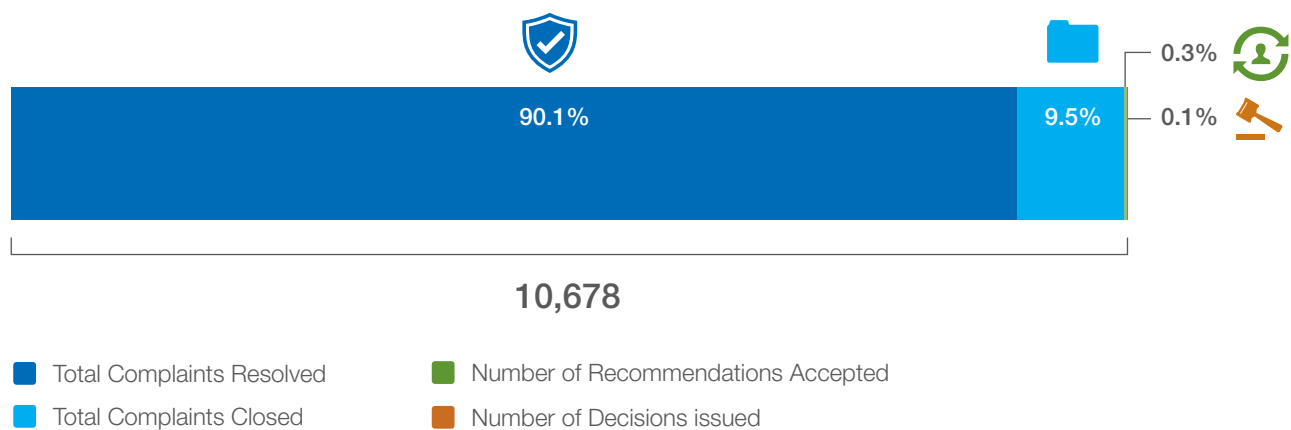
Number of Complaints Accepted



2011-12 Operational Statistics Report

	2009-10	2010-11	2011-12
Number of Complaints Accepted	3,747	8,007	10,838
Complaints Concluded	3,522	7,732	10,678
<i>Number of Complaints resolved at Pre-Investigation</i>	2,297	5,203	7,103
<i>Number of Complaints resolved at Investigation</i>	663	1,535	2,523
Total Complaints Resolved	2,960	6,738	9,626
<i>Number of Complaints closed at Pre-Investigation</i>	225	288	459
<i>Number of Complaints closed at Investigation</i>	312	646	555
Total Complaints Closed	537	934	1,014
<i>Number of Recommendations issued</i>	25	60	55
Number of Recommendations Accepted	–	–	27
Number of Decisions issued	4	10	11

Complaints Concluded 2011-12



Summary of Leading Complaint Issues

These tables highlight the most common issues that we saw in this year's complaints:

Billing	Number of times Issue is mentioned in a Complaint	Percent of all Billing Issues	Percent of all complaint issues
• Billing errors regarding a customer's monthly plan	1,663	27.3%	13.9%
• 30-day notice for cancellation	1,115	18.3%	9.3%
• Premium text messaging charges	589	9.7%	4.9%
• Credit/Refund not received	432	7.1%	3.6%
• Data and bandwidth charges	385	6.3%	3.2%
Contract Disputes	Number of times Issue is mentioned in a Complaint	Percent of all Contract Disputes	Percent of all complaint issues
• Early Termination/Cancellation Fees	1,074	32.6%	9.0%
• Consent to contracts (no consent or non-disclosure)	850	25.8%	7.1%
• Compliance with Terms of Service/Contract	708	21.5%	5.9%
Service Delivery	Number of times Issue is mentioned in a Complaint	Percent of all Service Delivery Issues	Percent of all complaint issues
• Intermittent service	808	34.7%	6.7%
• Customer-initiated service cancellations (including porting issues)	457	19.6%	3.8%
Credit Management	Number of times Issue is mentioned in a Complaint	Percent of all Credit Management Issues	Percent of all complaint issues
• Credit reporting	231	82.5%	1.9%

“I used the CCTS service twice and it always resulted in a solution. I also recommended the service to my mother and her problem was resolved in record time.”

– M.F., A Wireless Customer

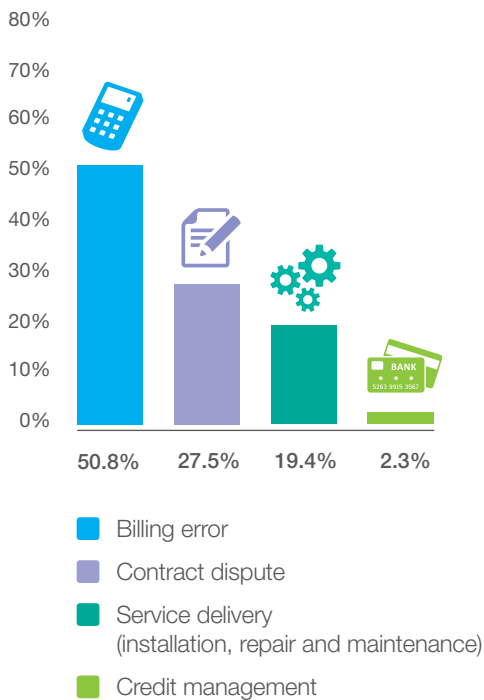
Summary of Issues Raised in Complaints

This provides a snapshot view of the broad subject categories into which complaints received this year fell, as well as the lines of business which generated them. Once again, billing problems account for by far the largest number of issues raised in complaints in 2011-12, and customers complained about their wireless services more than any other service.

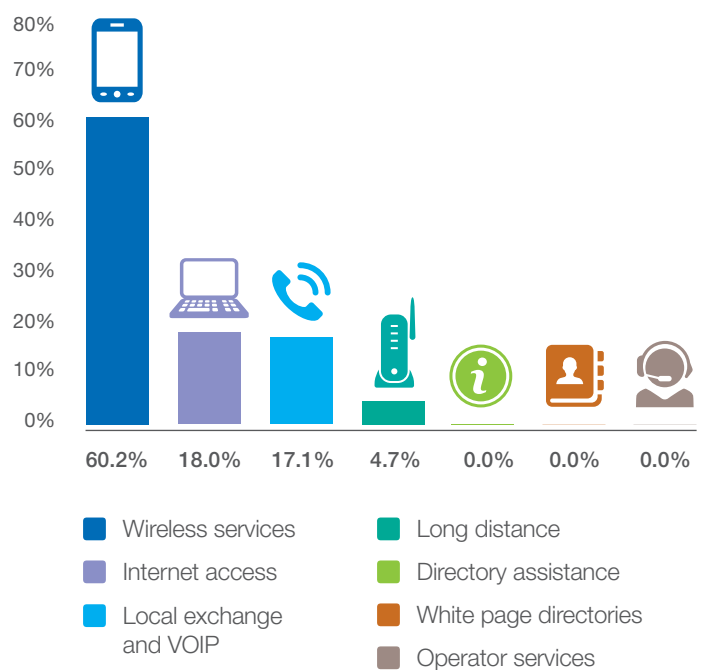
	Billing error	Contract dispute	Service delivery*	Credit management	Total
Wireless services	3,928	2,162	942	189	7,221
Local exchange and VOIP	873	523	606	43	2,045
Internet access	945	526	651	38	2,160
Long distance	342	81	126	10	559
Directory assistance	1	–	–	–	1
White page directories	–	–	–	–	–
Operator services	–	–	–	–	–
TOTAL	6,089	3,292	2,325	280	11,986

* (installation, repair and maintenance)

Subject



Service





Topics & Trends

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Each year, we discuss some of the complaints that we investigated and report our findings. Our goal is to educate consumers about these issues and, where appropriate, urge the industry to implement solutions to address them. Sometimes we also discuss issues that relate to CCTS operations.

Although 90% of all the complaints we dealt with this year were resolved to the customer’s satisfaction, we believe that many of these complaints could have been avoided. As you read some of the case studies, you may be surprised by the nature of the complaints, the solutions that we proposed, and the messages that we deliver to consumers and service providers. They may strike you as obvious or straightforward. Yet we receive hundreds of complaints just like these. This raises two important issues:

1. We feel that a very large number of the complaints we received could have been avoided with some additional diligence on the part of the service provider. For example, many billing complaints arose simply because incorrect information about prices was provided to the customer, in particular when obtaining service over the phone. Others were attributable to invoices not being clear. Many billing complaints were the result of the sheer complexity of the monthly plan, in particular for wireless services and the various features, inclusions and exclusions associated with the plans. Other complaints seemed to be the result of a lack of training of customer service representatives (CSRs) about the products and services offered by the provider. In some cases, we wonder whether complaints arise because CSRs are required to meet certain sales targets or have sales incentives that increase their compensation. And of course, some billing errors occurred simply as a result of human or data entry errors. In our experience, service providers could help reduce the number of complaints about billing issues, and avoid much of the frustration experienced by their customers, by proactively addressing these matters.

Given the large number of complaints about billing issues, and the fact that many of these complaints could have been avoided, we strongly urge service providers to review their billing practices and take steps to ensure that they produce comprehensible and accurate invoices. We also recommend that appropriate training and supervision be provided to CSRs to guarantee that accurate information about products and services is provided to customers at all times, and to confirm that the customer understands and consents before service is provided.

2. If the solutions in so many cases were so “obvious” and the resolutions so “simple”, why were these customers required to bring their complaints to CCTS? Why were the service providers’ internal complaint-handling processes unable to resolve these complaints directly with the customer at the outset? Many service providers have multiple levels in their internal complaint-handling processes. How did these complaints get through so many levels? How much extra time and effort was the customer forced to go through because of the service provider’s inability or unwillingness to correct obvious errors? We think that when you read these case studies you will agree that service providers can do much more to resolve complaints that raise simple, routine issues, at an early stage. This would be helpful to customers, but would also benefit the service providers, both by demonstrating to their customers that they are genuinely interested in providing a good customer experience, and by reducing their CCTS costs.

1. Billing

In 2011-2012, billing problems accounted for almost 51% of all issues raised by customers. Among the most frequent types of billing complaints were:

- being billed for services that were not requested or that were supposed to be cancelled;
- being billed at a higher rate than originally quoted;
- being billed twice for the same services;
- not receiving promised discounts or promotions; and,
- being billed for their monthly wireless service after their devices were lost or stolen, or when their devices were in for repair.



Case Study #1 – Phantom Service

A customer had contacted an internet service provider (ISP) and requested that it provide him with service. They discussed various packages and prices and the customer agreed to obtain service. The ISP informed the customer that he would receive a modem in the mail and that once he received it, he simply had to call the ISP in order to activate the service. After a few weeks, the customer called the ISP because he had not received the modem. The ISP apologized and promised that he would receive the modem within a few business days. However, another two weeks passed and the customer still did not receive the modem. The customer called the ISP again and cancelled his order as the ISP did not seem to be able to deliver the modem. Since the customer did not receive a modem from the ISP, the service was never activated. The customer took a trip out of the country for a number of weeks, and when he returned he found an invoice from the ISP for the internet service. During the course of our investigation, we found no evidence that the modem had ever been sent to the customer or that the service was otherwise activated and used. Nonetheless, the ISP continued to bill the customer for three months of internet charges before cancelling his account for non-payment and sending it to a collection agency. After we discussed the complaint with the service provider, it agreed to remove all charges and correct the customer's profile with the credit reporting agencies. The customer was satisfied with the outcome of his complaint.

Why would a service provider bill a customer for service that he never received and that he explicitly cancelled? And after having the error brought to its attention, why did the service provider continue to send bills instead of simply resolving this simple problem?

MESSAGE

Service providers need to ensure that their billing systems are only invoicing customers for services that were actually requested and activated.



Case Study #2 – But it's all in my bill...

A wireless service customer was using the services of a dial-around long distance service provider¹ on his wireless device. The dial-around long distance charges were billed to the customer on his wireless service provider's monthly invoice. The wireless service provider was also responsible for collecting the amount owing and remitting it to the dial-around company. After reviewing a few months' bills, he noticed that the same calls were appearing numerous times on his invoices, showing the same date, time and length of call. The customer was being charged twice for each of these calls. We investigated the complaint and found evidence of double-billing on two monthly invoices. After having identified this error, the service provider conducted an internal investigation in conjunction with the long distance dial-around company. They found that the long distance dial-around company's system had erroneously sent billing details to the wireless service provider twice, resulting in the double-billing of approximately \$40 worth of calls. Both the wireless service provider and the long distance dial-around company confirmed that the double-billing was a result of a human error that was limited to the two months in question. Nonetheless, we reviewed previous invoices to ensure that the customer had not been double-billed on previous invoices, and we did not find any evidence that this was the case. The service provider reversed all of the charges and the customer was satisfied with the outcome.

The double-billing was obvious to us after we spent some time looking at the invoices. Why didn't the service provider investigate the problem with the dial-around company when the customer first complained, and correct the obvious problem? Was this really so complex that the customer ought to have been forced to escalate this complaint to CCTS?

MESSAGE

When agreeing to bill for and collect amounts owing for service provided by a third party, whether for long distance or premium text messages, service providers will be held accountable for ensuring that the charges are correct. Also, this customer's problem was addressed because he was vigilant in reviewing his monthly invoices. This is a useful reminder to customers about the importance of reviewing their bills.

¹ Long distance services that require consumers to dial a long-distance provider's access code (or "10-10" number) before dialing a long-distance number to bypass or "dial around" the consumer's chosen long-distance carrier in order to get a better rate.



Case Study #3 – Why didn't you just tell me?!

A wireless service customer complained that her service provider had overbilled her for airtime usage. She told us that she had been a customer of the service provider for a few years and had recently changed devices and telephone numbers but kept her service with the same provider. She asked to have the exact same plan as with her previous number and the service provider confirmed that the plan was the exact same one, at the same monthly rate. A few months later, she reviewed her invoices and noticed that she had been charged nearly \$180 per month instead of her normal \$75 per month. Upon investigation, we found that the service provider had indeed kept her on the exact same plan, at the same rate. However, her plan provided her with unlimited free calling to five numbers and we found that the service provider had billed her for calls to the five numbers that she had previously selected as her “free calling numbers” prior to the change in phone number and handset. Further investigation revealed that when her phone number and device were changed, the service provider created a new account, which required her to re-establish the five numbers to which she wished to have unlimited free calling. The service provider did not tell her about the need to do so, and we did not believe it reasonable to expect her to have known about the need to do so. As the customer was not aware of this requirement, she had not done this and the service provider therefore charged her for all calls to and from these five numbers. Following her complaint to us and our intervention, the service provider agreed to credit all of the charges and educated the customer on how to use its self-serve tools in order to establish or change the “free calling numbers”. The customer was satisfied with the outcome of the complaint.

MESSAGE

Service providers can prevent customer complaints and improve their customers' experience by properly educating them about the full implications of making changes to their services or their accounts.

2. Contract Disputes

Each year we receive complaints that raise issues about the application or interpretation of the “contract” between the customer and the service provider. Many of these complaints raise the issue of whether a fixed-term contract is in place. In 2011-2012, contract disputes accounted for over 27% of all the issues raised in complaints. Customers often complained that they were charged fees for the early termination of a contract to which they had not consented, or that their contract had been renewed without their authorization. Others said that they had no choice but to cancel their service before the expiry of their contract because the service provided to them was substandard. Some customers alleged that their service providers changed a material component of their contract during their contract term and that they should therefore not be required to be bound by the contract. There are also customers who claimed that their consent to receive service under a fixed-term contract was not valid because the service provider did not disclose material aspects of the terms or limitations related to the service.

In these cases, CCTS must determine whether a contractual agreement was actually reached, and if so what the terms of the contract were and whether the service provider reasonably met its contractual obligations toward the customer. Sometimes these questions are easily answered. Other times it is difficult to make a determination, partly because the telecommunications industry conducts much of its business over the phone. As a result, service providers do not always require a signed, written contract but will often rely on oral confirmation from customers.

We continue to inform service providers that if they wish to enforce a contract they must be able to demonstrate that the customer did indeed consent to it and that its terms are clear. This can be achieved by retaining signed contracts or evidence of a customer's oral acceptance of a contract. Oral acceptance can be further supported by subsequently sending out written confirmation to the customer confirming the contract and its details. We also continue to urge customers to take the time to read through the terms of their contract prior to agreeing to them. Service providers could make this task easier for customers by stating their terms in clear, concise and simple language.



Case Study #4 – Contract? What contract?

A customer called his internet service provider (ISP) to cancel his service but was told that he could not do so without paying an early termination charge since his service was being provided under a fixed-term contract. The customer complained to us that he had not agreed to receive his service under a fixed-term contract and that it was being provided to him on a month-to-month basis. He says that when he agreed to take service from the ISP he specifically asked the ISP's phone representative about this, who confirmed that there would be no fixed-term

contract applied to his account. The ISP, however, informed us that the customer had subsequently accepted an upgrade from his original internet package to one that provided him with a faster connection and more bandwidth usage, in exchange for a one-year contract. During the course of our investigation, we reviewed all of the call notes on the customer's account and found that the customer had indeed agreed to upgrade his internet package. However, we discovered a call note explicitly stating that the upgrade was offered to the customer **without** the requirement of a fixed-term contract. The ISP agreed to allow the customer to cancel his service without paying the early termination charge. This was a satisfactory outcome for the customer.

The ISP had a call note in its system clearly demonstrating that the customer's upgrade was provided without a term commitment. The ISP sent it to us. Why didn't it review the call note as soon as the customer complained and remove the early termination charges?

MESSAGE

In order to enforce contractual provisions, a service provider must demonstrate that it properly obtained the customer's consent to the contract.



Case Study #5 – Where did it say that?

A small business customer had agreed to take internet service from her service provider under a three-year contract. After approximately five years she cancelled her service but was billed an early termination fee (ETF). The customer complained to us that her contract had expired after three years and that she should not have to pay the ETF since she was no longer receiving her service under a contract. The service provider informed us that her contract contained a clause providing for an automatic three-year renewal at the end of the term. During our investigation, the service provider was not able to produce evidence of the customer's consent to the initial contract since at least five years had passed. However, the service provider submitted copies of her invoices. These demonstrated that each monthly invoice, including those generated after the initial three years had expired, made reference to the fact that she was receiving the service under a fixed-term contract. We reviewed the call notes associated with her account and found no evidence to suggest that the customer had ever called her service provider to dispute the continued application of the contract after the first three years of service. We also found that the service provider had printed a notice on her invoice **prior** to the renewal of the contract informing her of the impending renewal and that she should call it within the next thirty days if she did not wish to proceed. The service provider also printed a

notice on her invoice **after** the contract was renewed informing her of this and that she could cancel the renewal without penalty, again by calling it within the next thirty days.

The available evidence demonstrated that the customer had agreed to the initial contract and that it contained an "auto renewal" clause. She was given notice monthly that the service was being provided under a contract, and was also given notice of the automatic renewal, both before and after the contract renewed. At no time did she object. Thus we concluded that the service was being provided under a contract and that the service provider was entitled to charge the ETF called for by the contract.

MESSAGE

Customers should be diligent in reviewing the terms of their contracts and their monthly invoices. Service providers often use the invoice to provide customers with important news, updates and regulatory information. Service providers may act upon this information and the failure by the customer to note and respond to it may prevent the customer from subsequently disputing that action.



Case Study #6 – I didn't ask you to make that change

A customer had agreed to receive her wireless service under a three-year contract. In return, her service provider offered her a voice plan that included unlimited incoming calls, which the customer says was the main reason that she accepted the contract. She informed us that after about a year, the service provider stopped providing the unlimited incoming call feature and did not notify her of this change to her contract. As a result, her monthly invoice increased from around \$80 to \$300. During our investigation, the service provider agreed to credit the additional charges billed to her and provide her with the unlimited incoming call feature until the end of her contract. The customer was satisfied with the outcome of her complaint.

MESSAGE

This is an obvious example of an inadvertent error by the service provider. Errors happen...we all know that. But when this customer complained about it, why wasn't it fixed right away? Should this customer really have had to escalate her complaint to CCTS? This is an obvious example of a situation in which good customer service would have addressed this complaint at the service provider's front-line.

3. Service Delivery

In 2011-2012, almost 19.5% of all issues raised in complaints involved problems with the delivery of a customer's service. These complaints were largely about the installation, disconnection and performance of service. Complaints from customers about intermittent service problems accounted for 8% of all "service delivery" issues. These customers did not experience a total loss of service but rather a degradation of service or loss of service for short periods of time but on a regular basis. These types of complaints seem to be as challenging for service providers to fix as they are for us to investigate. Note that most service providers' Terms of Service do not guarantee that their services will perform problem-free at all times. When we decide how complaints of this type should be resolved, we attempt to assess the extent to which the problems interfere with the customer's ability to make reasonable use of the service.



Case Study #7 – Constant Dropped Calls

A wireless service customer was experiencing dropped calls when using her service and made a complaint to us. During our investigation, we found that the service provider had made numerous attempts to troubleshoot the problem by updating the software on the device, restoring phone settings, replacing the SIM card and sending the device for repair. But the customer's service did not improve. We reviewed the customer's invoices and noted that almost every call she made would disconnect after just 1 minute. The invoices showed that she would immediately call the number back and that a much longer conversation would take place. We accepted that this pattern of dropped calls was significant. On average, the customer experienced about 70 dropped calls per month. Following our involvement, the service provider agreed to provide the customer with a \$100 credit on her account and to provide her with 500 local minutes for free each month until the end of her contract. The customer was satisfied with the resolution of her complaint as she felt that it adequately compensated her for the inconvenience and would ensure that she was not billed for any of the calls that were not properly connected.

MESSAGE

Although a service provider's Terms of Service generally don't guarantee trouble-free service, we are required to determine whether a service provider has reasonably met its obligations toward the customer. In certain circumstances, severe degradation of service may result in a finding that the provider has not reasonably met its obligations to provide service to the customer.



Case Study #8 – How slow is too slow?

An internet customer made a complaint to CCTS about the speed of his connection. The customer said that his service was supposed to provide a **minimum** of 6 Mbps download speed but that on average his connection was only achieving 3 Mbps. The customer requested a discount of \$10 per month off the cost of his service since this was the difference in price between the cost of his package and the next lower-tiered package offered by his internet service provider. In our investigation we were able to confirm that the customer's connection was regularly achieving between 6 and 8 Mbps. However, even had the customer's connection been achieving just 3 Mbps as he claimed, we would have determined that the internet service provider was reasonably meeting its obligations toward him since its Terms of Service stated that it would provide the customer with internet connection speeds of "up to" 8 Mbps and its next-lowest internet plan provided for speeds of up to 2 Mbps, which the customer confirmed he was exceeding. We found no evidence that the service provider guaranteed that the **minimum** connection speeds would be 6 Mbps. As a gesture of goodwill, the service provider gave the customer a small credit on his account. Although the customer was not satisfied with the outcome of his complaint, we found no basis upon which to support his request as the service provider was delivering service within the commitment made to the customer.

MESSAGE

Customers need to read carefully through the provisions of the contracts and the Terms of Service that govern their relationship with their service provider and ensure that they fully understand and are comfortable with what they are purchasing prior to agreeing to accept service.

"I am pleased with CCTS' services. I think it's necessary to have an independent organization to protect the rights of consumers."

– X. X., A Wireless Customer

4. 30-day Notice for Cancellation of Service

In 2011-2012, 9.3% of all issues raised by customers were about the requirement to provide thirty days' notice to cancel service. In addition, porting issues formed a large part of the 3.8% of issues related to customer-initiated cancellations.

In many cases, customers indicated that they were not aware of this requirement and therefore did not provide 30 days' notice before cancelling service with their provider. This resulted in additional charges on their accounts which they did not feel they should have to pay. In most of these cases, we found that the service provider's Terms of Service required that the customer provide notice to cancel their service. Service providers were therefore entitled to bill the customer for the 30-day notice period, although many credited these charges as a goodwill gesture.

In last year's Annual Report, we discussed how the requirement to provide 30 days' notice was an impediment to efficient and cost-free number portability and suggested that customers request the future-dating of their porting orders to avoid having to pay two providers for service when only one was actually providing it.

We continue to suggest that customers request the future-dating of porting orders as described above and in our last Annual Report. However, we are concerned about the number of complaints in which customers informed us that they asked their service providers whether they needed to provide such notice and were told either that it was not necessary (when in fact it was) or that it was necessary but that doing so would mean that they would not be able to port their number to a new provider.



Case Study #9 – Can we please get it straight?

A wireless customer called her service provider and asked what she needed to do to transfer her number to a new provider. Her provider told her not to cancel her service, but rather to find a new provider, arrange for service with it and then to call back to cancel her current service. The customer says that she specifically asked the representative if she was required to give advance notice of the cancellation and that the representative said no. She followed the representative's instructions and called back to cancel the service. A different representative confirmed her request and cancelled her service. At no point did this new representative inform her that 30 days' notice of cancellation was required or that she would be billed an additional 30 days because she had failed to provide this notice. The customer later found out that she had been charged for an additional thirty days' service on her final bill because notice had indeed been required and she had not provided it. Although the service provider could not confirm what its representatives had initially told the customer about the requirement to provide notice of cancellation, it waived the charge after we began to review the complaint. The customer was satisfied with the outcome of her complaint.



Case Study #10 – Can we please get it straight – Part 2

About two months before transferring his service to another provider, a home phone customer called his current service provider to inquire about the transfer procedure. His service provider informed him that he was required to provide 30 days' notice of cancellation, but that if he did so, his account would be cancelled and he would be unable to transfer his phone number to another provider. The representative allegedly informed him that his only other choice was to contact his new service provider to arrange for the transfer of service and pay his current service provider an additional 30 days' worth of service charges after the transfer was complete. The customer did not agree with this but wanted to transfer his number and so he made arrangements with another service provider. He was charged for an additional 30 days' of service by his old provider, and he complained to us. During our investigation, the old service provider confirmed that the customer had indeed called more than 30 days before arranging to transfer his number to a new service provider and that its representative did not properly explain the policy to the customer. As such, it credited the charge and the customer was satisfied with the resolution.

MESSAGE

Service providers need to ensure that their Customer Service Representatives are properly trained on number portability procedures, the options available to customers and that they provide accurate information to customers at all times.

5. Cell Phone Theft

As in previous years, in 2011-2012 we received complaints from wireless customers whose devices had been stolen or lost. With the prevalence of smartphones and other increasingly sophisticated and expensive devices, the problem of cell phone theft is increasing. Media reports indicate that the problem has reached epidemic proportions in certain areas, with street robberies frequently targeting young people and their valuable wireless devices.

In the United States, the Federal Communications Commission and large US wireless carriers announced last April their intention to roll out a centralized database for lost or stolen cell phones that would allow the carriers to disable phones reported stolen. There has been discussion about the possibility of developing a similar solution in Canada. The CRTC has been attempting to collect data regarding the extent of this problem in Canada, with a view to determining whether regulatory action is required. In recent months, it has been communicating with the Canadian Wireless Telecommunications Association, the industry association for the wireless carriers, in order to obtain data on the extent of the problem. The CWTA advised that it has been considering the issue

for some time, and it has agreed to collect and provide this data to the CRTC. It has also indicated its intention to implement a public awareness campaign to educate consumers about the steps they can take to protect their personal information in the event that their device is lost or stolen. We hope that the industry and the regulator will work together to identify and implement best practices to address this growing problem.

Customers victimized by cell phone theft generally feel that they should not have to continue paying for their monthly service since they no longer have the device that allows them to make use of the service. Although we understand customers' frustration with having to pay for a service that they can no longer use, the physical protection of a customer's device is not the service provider's responsibility. Customers need to be vigilant in protecting their devices, particularly in light of their increasing value and appeal. Today's wireless devices are more than just mere communications tools but also storehouses of personal information and can be used to pay for goods and services, for mobile banking, etc. *Thus increased consumer vigilance in protecting wireless devices is required.*



Case Study #11 – The phone is gone but the bill remains

A wireless customer called her service provider to inquire if she could cancel her service since her device had been stolen. Although she submitted a report to her local police, the service provider informed her that it could not cancel her service without charging her an early termination fee (ETF) since her service was being provided under a fixed-term contract. Instead, the service provider offered to change her monthly rate plan to the least expensive plan offered by the company, so as to reduce her monthly cost for the time remaining on her fixed-term contract. The customer complained to CCTS because she did not feel that she should have to continue paying for the service. We investigated and found that the service provider's Terms and Conditions required that the customer continue paying for the service for the duration of her fixed-term contract and that an ETF would apply if she cancelled the service prior to the expiry of the contract. The service provider explained to us that it bills an ETF for the early cancellation of a contract in order to recover the cost of providing the customer with a discount off the full purchase price of her device. It provides this discount in exchange for the customer's agreement to maintain her service during her contract term. Although not satisfied with the outcome of her complaint, the customer agreed to accept the reduced monthly price plan, decreasing her cost from \$90 per month to \$20 per month.

6. "Unlimited" Service Plans

Is Your "Unlimited" Plan Really Unlimited?

Some service providers offer plans that purport to provide "unlimited" service – unlimited long distance calling, perhaps, or unlimited internet bandwidth consumption. It seems that there are fewer such plans available in the marketplace now than in the past – but they are out there.

When you sign up for an unlimited plan you expect to be able to use the service as much as you want...that seems to be the exact purpose of these plans! So what would you do if one day you opened your bill and saw that your service provider had billed you at the "pay per use" rates for the use of the service? When you called to complain, the provider told you that you had used the service "too much" and that it had cancelled your "unlimited" plan. The provider confirmed that it would continue to do so going forward. You'd probably ask "How can I use too much of something that is unlimited"?

Good question.

Consumers should be aware that most unlimited plans are subject to what service providers call a "fair use" or "acceptable use" policy. If you look closely, you'll probably find a reference to the policy in small print at the bottom of an advertisement. It is also referenced in the provider's Terms of Use. Essentially, providers offering unlimited plans often reserve to themselves the right to determine what constitutes "fair" or "acceptable" or "reasonable" use of the unlimited plan, and to remove you from the plan if your use exceeds those parameters. So what are the parameters?

Another good question. Typically the advertisement and the Terms of Use do not describe the details of the policy. In particular, they don't tell you the level at which you are deemed to be over-using the unlimited plan. Many providers reserve to themselves the right to decide.

If you are attracted by the offer of an unlimited service plan, we urge you to be aware of the potential limitations. Ask the provider whether its unlimited plan is potentially limited, and try to determine how the provider implements its policy.



Case Study #12 – There are limits to “unlimited”

How do we deal with disputes about unlimited plans? This year we received 9 complaints from customers of one service provider that offered “unlimited” long distance calling to a foreign country for a set monthly fee of \$20. Each of these customers used the plan for a period of time without incident. Then one month they received a bill with hundreds of dollars of charges for long distance calls to the country to which calling was supposed to be unlimited, with the calls charged at the provider’s normal long-distance rate to that country.

The service provider said that in each case it had concluded that the customer was in breach of its “fair use” policy. It pointed to its Terms of Service which said that it had the discretion to decide what constitutes reasonable use, and to cancel the plan with or without notice to the customer if it decided that the customer’s use was excessive. In each of these cases, it had decided that the use of the unlimited plan by the customers was excessive and it cancelled the plan. It claimed to have notified all of the customers that it was cancelling the plans mid-month, and any calls made thereafter were charged at the regular long-distance rate to that country. The customers said that they did not receive notice from the provider and they were shocked by the size of their bills. When they refused (or were unable) to pay, the service provider suspended their service completely.

When the provider’s Terms of Service allow it to apply a “fair use” policy to an unlimited plan, it is entitled to do so. However, our mandate is to determine whether the provider “*reasonably performed its obligations pursuant to the applicable contract and followed its usual policies and operating procedures in its dealings with the customer*”. Therefore we expect that the provider should have a clear policy, that it should be exercised in a manner that is reasonable, and that it should be able to demonstrate these factors to us in the event of a complaint. In order to investigate these complaints we asked the service provider to provide us with evidence of:

- The details of its policy, and particularly the usage amount that triggers the application of the policy;
- The amount of use of the plan by these customers during the month in question and in preceding months;
- The details of the process it used to make this determination and notify the customers; and
- The notice given to the customers that their plan was being cancelled.

The service provider told us that it:

- had no specific guidelines or internal policy governing what constitutes excessive use;
- could not provide us with details of the customers’ use of the plan;
- had no documentation to demonstrate the process it used to determine that the use was excessive; and
- could not provide us with evidence of the notice it allegedly provided, other than the dates on which it claims the notice was provided.

We concluded that in the absence of all of this information the provider could not demonstrate that the customers had used the service to excess, nor that it had in place a policy that provided for reasonable and equitable treatment of its customers. So we recommended that the service provider waive all of the extra long distance charges. In addition, in some of these cases we concluded that the existence of the unlimited plan was the reason that the customer had signed up with this provider. In those cases we also recommended that the provider waive the amounts it sought to recover by way of subsidy to the customers’ handsets. In each case the customer and the service provider accepted our Recommendation.

MESSAGE

We urge service providers that offer unlimited plans that are subject to usage limits to:

- a) Make this known to the customer before they subscribe;
- b) Explicitly set out in their “fair use” policies the amount of use that will trigger the application of the policy; and
- c) Describe the consequences to the customer should the policy be applied.

We also suggest that they implement internal policies and maintain records that will enable them to demonstrate that they apply “fair use” policies reasonably.

Participating Service Providers

In this section, we discuss important issues in the relationship between CCTS and its participating service providers. We also provide an alphabetical list of our participating service providers and the many brand names by which they are known.

1. Signing Up Service Providers

In Telecom Regulatory Policy 2011-46 ([TRP 2011-46](#)), the CRTC ordered that all service providers that offer services within our mandate must participate in the CCTS dispute resolution process. Providers not currently participating in CCTS have to join within five days of being advised by CCTS that we have received a complaint from one of their customers.

In 2011-2012, we signed up another 38 new participating service providers², and we now offer our dispute resolution services to customers of 178 service providers and brands. The large majority of these providers joined CCTS without delay when we informed them that they were required to do so. However, a small number of providers about whom we have received complaints have refused to join CCTS despite their obligation to do so. The requirement for these providers to sign up with CCTS flows from a CRTC ruling, so we have developed a process by which we refer these providers to the CRTC, which takes measures to enforce the ruling. Non-compliant service providers run the risk of losing the right to serve their Canadian customers if they fail to comply.

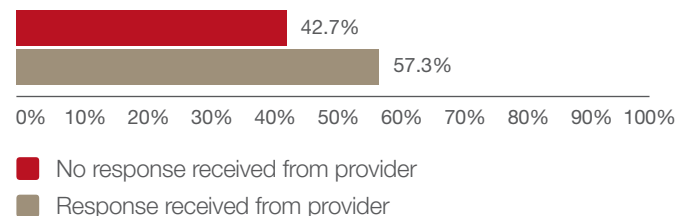
These providers are required to sign up with CCTS because we received a customer complaint. Unfortunately, until this sometimes-lengthy process is complete and the service provider has signed up with CCTS, we are unable to investigate the complaint.

As at July 31, 2012 there were 4 non-compliant providers. [An up to date list](#) is always available on our web site. We are committed to doing our utmost to ensure access to our process for the customers of these providers.

² An additional 13 service providers were in the process of signing up when our fiscal year ended on July 31 and will become participating service providers in 2012-13.

2. Working with Service Providers to Improve Process and Resolve Complaints

When CCTS accepts a customer complaint, we send the complaint to the customer's service provider. The provider has 30 days within which to try to resolve the complaint, and write back to us to let us know whether or not the complaint has been resolved to the customer's satisfaction. If the complaint remains unresolved, the service provider's written response to us must include an explanation of its position in respect of the complaint, and must include copies of all relevant documents.



In last year's Annual Report we discussed our concern about some participating service providers not submitting complete responses to complaints, or not responding **at all**. In 2011-2012, over 42% of all complaints not resolved at pre-investigation and requiring investigation by CCTS were escalated to the Investigation stage of our process **simply because the provider did not provide us with a response to the complaint** within 30 days of receiving it. That's almost 1,400 complaints in which service providers simply did not respond.

We are very concerned about this very high percentage of cases in which the service provider does not cooperate with the most basic and fundamental requirement of our process. In addition, we feel that many of these complaints could have been resolved at the pre-investigation stage had the service provider turned its attention to the complaint in a timely manner. Typically, some 70% of complaints get resolved at that stage. Thus timely attention to customer complaints would save time, effort and money for providers, customers and CCTS.

We strongly urge that participating service providers ensure that they have the appropriate resources and procedures in place to fully respond to complaints, and to do so within the timelines set out in the CCTS Procedural Code.

Of the complaints that reached our Investigation stage with responses from the service provider, we found that many responses were incomplete. This required our Complaints Resolution Officers to request the missing information or documentation again, thus contributing to additional delays.

In 2011-2012, we took a number of steps to address these issues, including:

- We developed a guide for service providers to ensure that they fully understand their obligations in responding to complaints and the consequences of not doing so;
- We developed suggested templates for use by service providers in responding to complaints at the Pre-Investigation stage to ensure that they are providing all of the information that is required by the Procedural Code;
- At the Investigation stage, we reduced the amount of time afforded to service providers to submit information and documentation that ought to have been provided at the Pre-Investigation stage. We believe that this will help us to reduce overall handling times for complaints requiring Investigation;
- If service providers do not meet the deadlines to provide information at the Investigation stage, CCTS staff assumes that the information or documentation requested does not exist and will proceed with the disposition of the complaint accordingly. We hope that this will incent service providers to submit complete responses to unresolved complaints at the pre-Investigation stage of our process where they have a full thirty days to do so; and

- In 2012-13 we expect to begin providing all service providers with quarterly reports, indicating the types of complaints that we are receiving about them, how they are doing in responding to these complaints and what opportunities may exist to increase the rate at which they are resolving them in a timely manner.

We hope that these steps will encourage service providers to submit complete and timely responses to complaints, thereby further increasing the rate at which complaints are resolved at the Pre-Investigation level of our process.

We also hope that it will incent service providers to answer questions posed at the Investigations level of our process within the deadlines provided to them. These measures will have the dual effect of making the experience more efficient and effective both for service providers and for their customers, and reducing service providers' CCTS costs.

3. Penalizing Customers for Complaints to CCTS

In last year's Annual Report we noted that one of our newer participating service providers had decided, as a matter of policy, to cancel the service of any customer who decided to make a complaint to CCTS. When we learned of this we intervened and informed the service provider that it was not permitted to penalize customers for filing complaints with CCTS. It agreed to reconnect the one customer that it had disconnected and to discontinue this practice.

In 2011-2012, two other service providers also took steps to penalize their customers for complaining to CCTS. One provider began charging customers a fee for submitting a complaint to CCTS. The other one amended its Terms of Service to specifically permit it to do so. CCTS intervened and informed both service providers that this is unacceptable, as this is intended to be a free service for customers, with the cost being borne by the industry. Both service providers confirmed that they have stopped this practice, credited any fees previously billed and, in the case of the one provider, changed its Terms of Service to remove the offending provision.

We will continue to make it clear to all service providers that penalizing a customer for submitting a complaint to CCTS is unacceptable and will not be permitted.

Participating Service Providers

4. List of Participating Service Providers

The following is an alphabetical list of our participating service providers and the many brand names by which they are known. Complaints about services provided under any of these names are eligible for our complaint service. An asterisk (*) following a company name denotes a service provider that joined CCTS between August 1, 2011 and July 31, 2012.

1010580	Coast Cable	Le pigeon voyageur	Selectcom Telecom
1011295.com	Cogeco	LooneyCall	Shaw
295.ca	Cogeco Cable Québec	LuckyCall	Simcoe County Long Distance
3Web	Cogeco Data Services	MagicJack*	Sogetel
450Tel	Cogent Canada	MCI Canada	Solo
768812 Ontario	Compuxellence*	Mobiland Wireless*	Speak Out Wireless*
À dimension humaine	Comwave	Mobilicity	Speak Telecom
Acanac	Contact Internet	Mountain Cablevision	Startec
Access Communications	Convergia Networks*	MSN Wireless*	Straight of Canso Cable
Achatplus*	Cooptel*	MTS Allstream	SureNet*
All Communications Network of Canada (ACN Canada)	Cybersurf Internet Access (CIA)	National Capital FreeNet*	Switchworks
AEI Internet	DCI Telecom*	Neighborhood Wireless*	Talk Wireless*
AIC Global Communications*	Dell Voice*	Net For Less*	Tata Communications
AmericaTel	Delta Cable	Net Reach	TBayTel
Amtelecom	Distributel	Netfone	TekSavvy Solutions
Avenue*	Dryden Mobility	NetRevolution	Télé-Page*
Axess Communications	Eastlink	NetZero	Télébec
B2B2C	ENMAX	NorthernTel	Telehop
Bell Aliant	Envision	Northwestel	Telephone*
Bell Canada	ExaTEL	Nucleus Information Service*	Telizon
BlueTone Canada*	Execulink	NuEra Telecom	Telnet Communications*
BMI Internet	Fibernetics	OneConnect Services	TELUS
Bragg Communications	Fibernetics Business Services	OnlineTel	TeraGo Networks
Brama Telecom*	Fido	Ontarioeast.net	Transvision Cookshire
Bruce Municipal Telephone System	Fongo Inc.*	Ontera	Uniserve
Bruce Telecom	Freedom Phone Lines*	Opcom Hospitality Solutions	Vancouver Telephone Company
Bud Light Lime Phone*	FreePhoneLine.ca	Oricom Internet	Velcom
Bud Light Phone*	G3 Telecom*	Pannu Phone (SSTV)*	Verizon Canada
Bud Phone*	Galilée	People's Tel GP	Vianet Internet Solutions
Cable VDN	Global Crossing	Persona Communications	Vidéotron s.e.n.c. / Videotron GP
Cablevision du nord du Québec	Telecommunications Canada	PortalOne	VIF Internet
CallSelect	Globalive Communications	Premiere Conferencing Canada	Virgin Mobile Canada
Can-net Telecom	Globalstar	Premiere Global Services	Vois*
Canada Direct	Gold Leaf Telecom*	Primo Communications*	Vonage Canada
Canada Payphone Corporation	Group of Gold Line	Primus	WestNet Wireless
Canada Relink*	Halifax Cablevision	Public Mobile	WiMacTel*
Canopco	Hook Communications*	Pulse Telecom	Win-tel
Caztel	Horizon Telecom*	Quinte Long Distance	WIND Mobile
CD Tel	HuronTel*	RadioActif	Worldline
Cellfone	InfoFortin Telecom*	Rocler Technologies	Xittel*
Chatr Wireless	InfoSat Communications*	Rogers Communications	Xplornet Internet Services
Cheetah	Inter.net Canada*	Sasktel	Yak Communications
CIK Telecom	Juno	Sears Connect	Zid Internet*
Cityfone	K-Right Communications	Seaside Communications*	
	Kokanee Phone*	SecureNet Information Services	
	Koodo	Selectcom*	



Customer Survey

We survey customers who have used our service, with two main goals in mind:

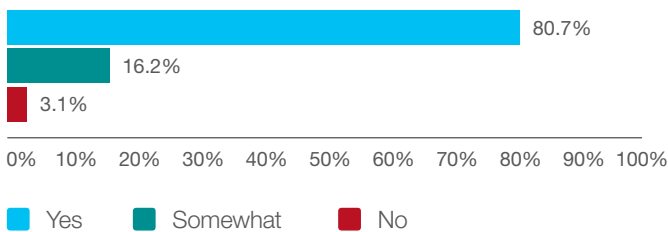
1. To get their impressions of the work we do, so that we can focus our efforts for improvement; and
2. To attempt to measure the success of the public awareness initiatives undertaken by CCTS and its participating service providers.

The response rate to our survey was approximately 27.5%. These results are based on approximately 2,875 responses, more than double the number received last year.

What Customers Said About CCTS

1. We asked our customers:

Was it easy to file your complaint with CCTS?

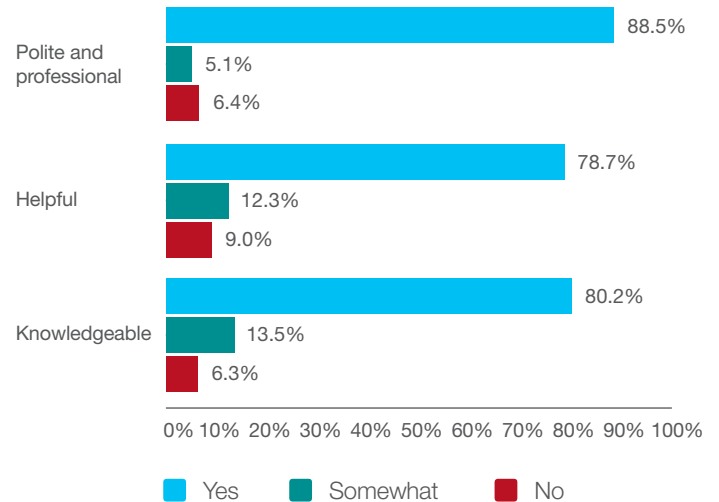


Almost 97% of customers found it relatively easy to contact us, an improvement over last year's 94%.

"I felt relieved when I found out about CCTS and could have my complaint acknowledged, attended to and resolved. CCTS provided excellent service."

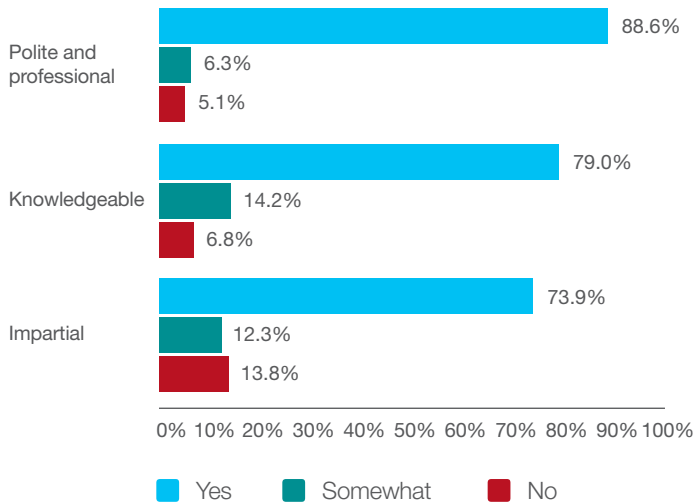
- G.H., A Wireless Customer

2. We asked our customers to provide feedback on whether the service they received from our **Contact Centre agents** met expectations in certain important respects.



Once again our Contact Centre staff scored very high marks for the professional way they interacted with our customers.

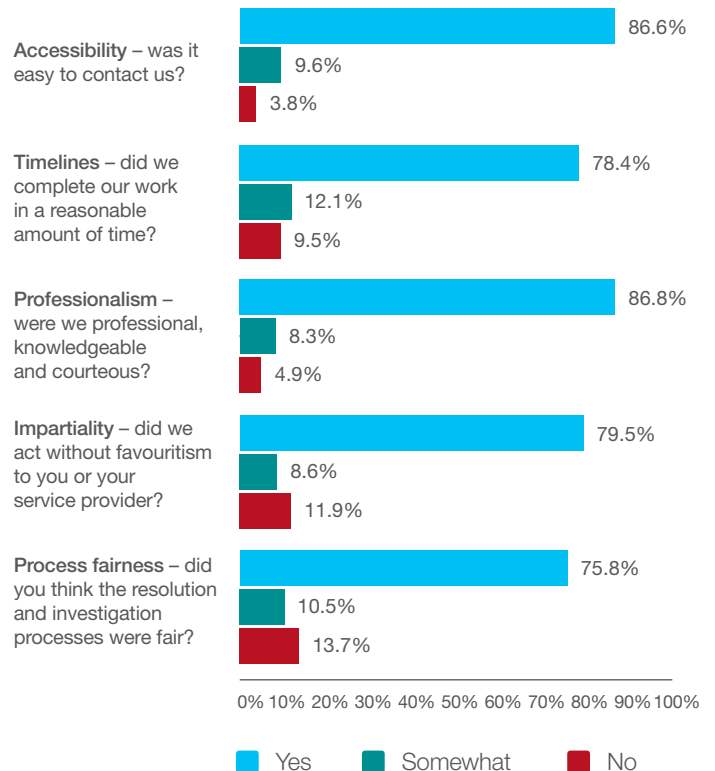
3. We also asked our customers about important elements of the service they received from our **Complaints Resolution Officers and Investigators**.



We also received very good feedback regarding the work of our investigative staff. This job sometimes requires our staff to deny customers the result that they are seeking. Yet 86% of customers considered them impartial, a very good result.



4. Finally, we asked our customers about their **overall sense of satisfaction** with various aspects of the CCTS process.



We were very pleased that the percentage of “Yes” answers to these questions was higher for every question than last year. This is the type of continuing improvement that we strive to obtain. In particular, we were pleased to see an increase of over 10% in the number of respondents who thought our process was timely. We accomplished this despite opening a record high number of complaints and struggling to fill some staff vacancies in the first half of the year!

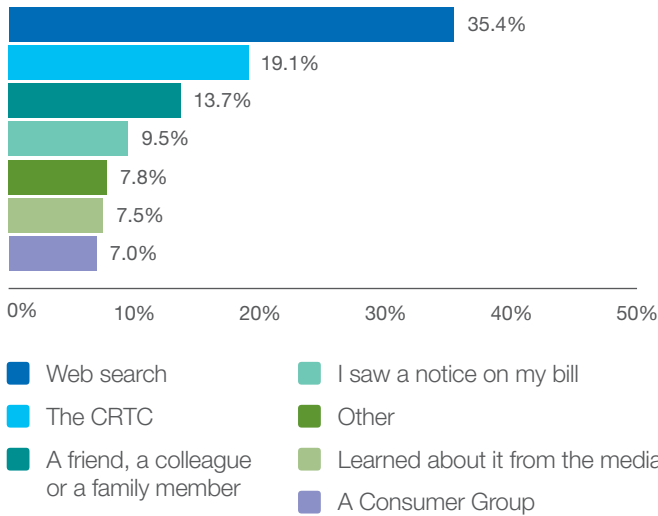
“After filing my complaint with the CCTS it was resolved in one day. I spent over six months getting nowhere. I would never have seen my money returned were it not for CCTS.”

– C.D., A Wireless Customer

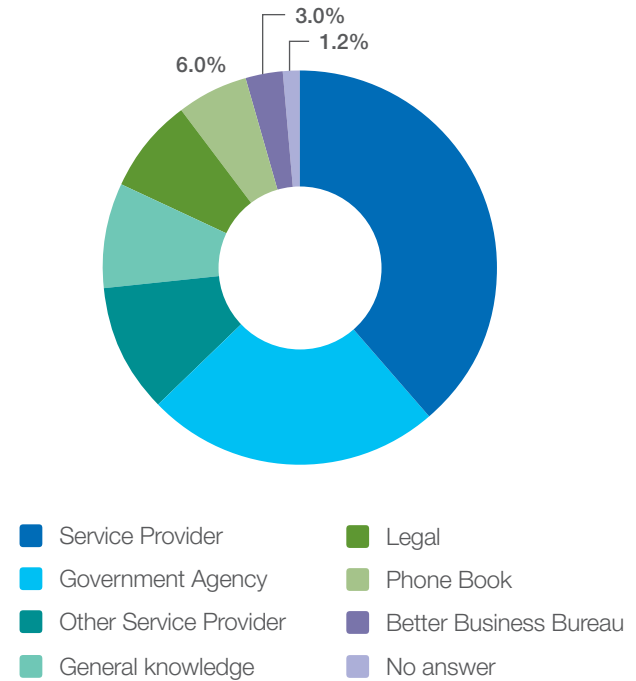
What Customers Said About Service Provider “Public Awareness” Activities

1. We asked our customers how they first found out about CCTS.

Our customers said:



Breakdown of “Other”



The internet continues to be the primary source of information about CCTS. We note that over 9% of customers reported that they saw the CCTS message on their service provider’s invoice, up from less than 4% last year.

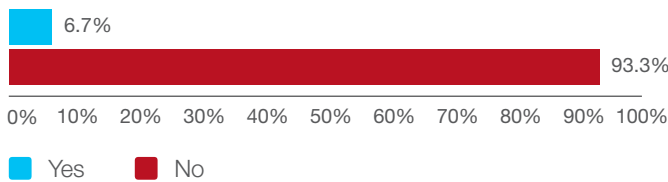


“I want to thank you for being in existence as I am unsure what we would have done without this organization. An \$800.00 overcharge and three months of personal efforts was handled in a timely manner.”

– S.M., An Internet Customer

2. Participating service providers have committed to notify customers about CCTS at the final stage of their internal complaint-handling process³. We asked our customers whether their service provider told them about CCTS when they discussed their complaint with it.

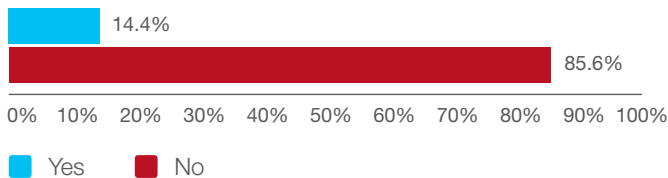
Our customers said:



The percentage of “Yes” answers is disturbingly low – even lower than last year. Now that service providers have committed to inform their customers about CCTS at an earlier stage of their complaint-handling processes, we expect this percentage to increase.

3. Participating service providers were previously required to print a prescribed message about CCTS on customer bills twice a year. The CRTC now requires that it be done quarterly. We asked our customers whether they have ever seen a notice about CCTS on any of their bills.

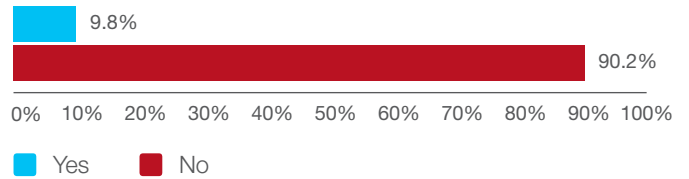
Our customers said:



This represents a small 4.5% increase in the number of customers who report having seen the CCTS bill message. With the doubling in the frequency of bill messaging this year we expected to see a larger increase in our survey results, particularly since the bill messages generate so many telephone calls to our Contact Centre.

4. Participating service providers have committed to placing a prescribed notice about CCTS in a reasonably prominent place on their web sites, and to include a link to the CCTS web site. We asked our customers whether they had seen it.

Our customers said:



The “Yes” responses are about the same as last year. One of the recent changes to the public awareness activities to which the service providers have committed is intended to add increased visibility to the web site message and link, and make it easier for customers to find. We hope that this will result in improved results in future surveys.



“I think it is great that there is a system in place to deal with problems that cannot be resolved between the customer and provider. Keep up the good work.”

– G.G., A Wireless Customer

³ The timing of this requirement has changed. See [The Year in Review](#) section for more details.

Who We Are



Our Board of Directors

Our Board is structured to provide for the participation of all stakeholders while remaining independent from the telecommunications industry. It consists of seven directors:

- four Independent Directors, two of whom are nominees of consumer groups; and
- three Industry Directors, one each to represent the Incumbent Local Exchange Carriers (ILECs) participants, the Cable Company participants (Cablecos), and the Other Participating Service Providers.

Independent Directors

The Independent Directors are intended to represent a diversity of experience and interests, being individuals known and respected on a regional and national basis and representative of the Canadian population, including gender, linguistic, minority and geographic representation.

MARY M. GUSELLA (Chair)

After a 36 year career in the federal public service, Mary retired in 2006 from the position of Chief Commissioner of the Canadian Human Rights Commission where she led the transformation of the organization, eliminating a chronic backlog, drastically reducing wait times, developing new tools and partnerships for human rights prevention, and maximizing the use of conflict resolution techniques to resolve complaints in a timely and effective manner.

A lawyer by training, Mary was awarded the Prime Minister's Outstanding Achievement Award, the Public Service's highest award, for her "Outstanding contribution to the Public Service of Canada". She received the Queen's Jubilee Medal and has been inducted into the Honour Society of the University of Ottawa Law School.

DICK GATHERCOLE*

Dick is a lawyer and former Executive Director of the BC Public Interest Advocacy Centre. In his varied career Dick has been the Chair and CEO of the BC Energy Council, a member of the University of Toronto Faculty of Law, and counsel with Ontario's Ministry of the Attorney General.

JEAN SÉBASTIEN*

Jean has a Ph.D. in Comparative Literature and is currently professor of media and literature at College de Maisonneuve in Montreal. He has also served as a policy analyst on matters of broadcasting, telecommunications, and information technology for L'Union des consommateurs and a member of the Board of Directors of the Canadian Internet Registration Authority (CIRA). Prior to this, Jean spent some 15 years working in various capacities in the media.

* Nominee of consumer groups

MARIE BERNARD-MEUNIER

A career diplomat, Marie served in Ottawa as Assistant Deputy Minister for Global Issues and abroad as Canada's Ambassador to UNESCO, to the Netherlands and to Germany. She left the Foreign Service in 2005 and has since published extensively on various public policy issues. She currently serves on the Boards of many public institutions, including the Public Policy Forum and the Audit Committee of the Canadian Space Agency. She holds a Master's Degree in Political Science from the Université de Montréal.

Industry Directors

The Industry Directors represent each of the ILEC, Cableco and Other Participating Service Provider categories. The current appointed Industry Directors are Marten Burns (ILEC), Dennis Béland (Cableco) and Jill Schatz (Other).

DENNIS BÉLAND

Dennis is Senior Director, Regulatory Affairs, Telecommunications, Quebecor Media Inc. Dennis has a Bachelor's Degree in Engineering and Management and a Master's Degree in Public Policy from the John F. Kennedy School of Government at Harvard University. He is a Member of the Board of Directors of the Canadian LNP Consortium Inc., the Canadian Numbering Administration Consortium Inc. and a former Member of the Board of Directors of the Canadian Wireless Telecommunications Association.

JONATHAN DANIELS (August 2011 – July 2012)

Jonathan (B.A. (McGill) 1990, J.D. (Toronto) 1994) is Vice President, Regulatory Law at Bell Canada. Prior to joining Bell, he has served in various positions at Cable & Wireless based in the Cayman Islands, C1 Communications, Covad Communications, Sprint Canada and as an associate with the law firm Stikeman, Elliott. Jonathan teaches telecommunications law at the University of Toronto Faculty of Law; he has also taught telecommunications market dynamics at Ryerson University and has published a number of articles in the telecommunications and broadcasting fields.

MARTEN BURNS (July 2012)

Marten is Senior Regulatory Legal Counsel with TELUS Communications Company and is based in Ottawa. He has a broad range of regulatory experience with telecom issues, and was previously involved with the CCTS during its inception in 2007 when he served as a Provisional Director of the organization.

Marten is a respected public policy practitioner, and prior to joining TELUS, he served as a Senior Policy Advisor to the Minister of Finance, the Minister of Public Works and Government Services, and the Minister of Natural Resources.

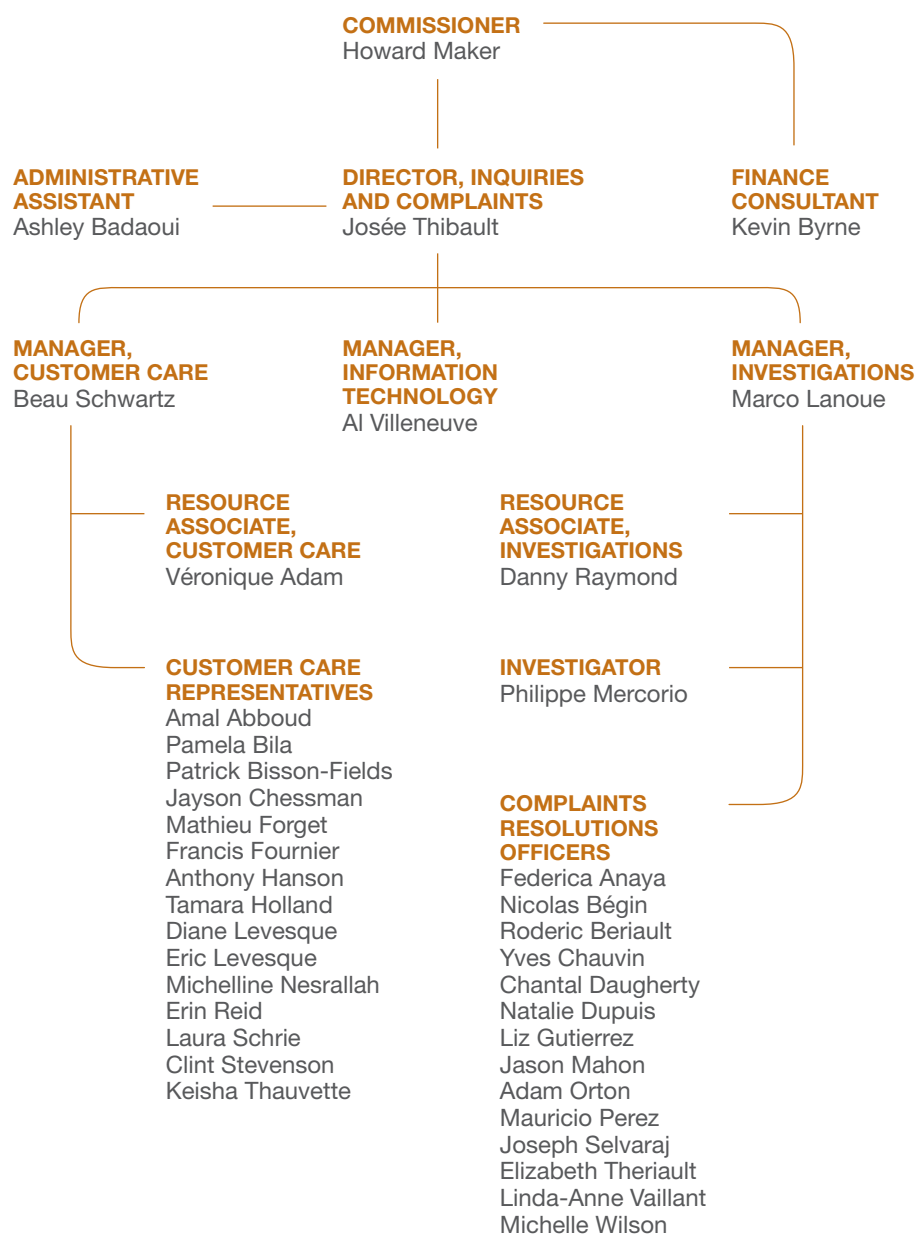
Marten has a private sector corporate law background, and has acted as Corporate Counsel and Secretary for two public companies.

JILL SCHATZ

Jill joined Primus Canada in 2008 as General Counsel and VP Law and has overall responsibility for the legal requirements of the company. She has extensive in-house experience in various public and private corporations and has held senior legal, corporate secretarial and executive roles in the IT and Telecommunications industries since 2000 with Momentum Advanced Solutions Inc. (formerly OnX Enterprise Solutions Inc.) and Cybersurf Corp. Prior to 2000 she held in-house positions with ICI Canada Inc. (formerly C-I-L Inc.) and TransCanada PipeLines Limited. Jill holds a Juris Doctorate (J.D.) and MBA (Finance Major), both from the University of Toronto as well as a Masters in Law (International Trade & Competition Law) from Osgoode Hall Law School.

CCTS employees bring diverse backgrounds and experience to their work. They have worked with consumer associations and regulators, and in the telecommunications industry and as lawyers. The chart below describes how our organization is structured.

Our Team





Statistics

SECTION CONTENT

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						Out-of-Mandate Complaints	38	Complaints by Service Provider	40		

We are pleased to present our statistics for the period between August 1st, 2011 and July 31st, 2012.

Definitions

In order to fully understand the data being provided, familiarity with the terminology that we use is essential:

Complaint:

A complaint that we have received, reviewed and found to be within our mandate.

Out of Mandate:

Complaints about products, services or issues that CCTS cannot investigate are considered to be “out of mandate.” See our [Procedural Code](#) for more details.

Resolved:

The complaint was informally resolved with the assistance of a CCTS team member, to the satisfaction of both the customer and the participating service provider.

Closed:

The complaint was fully investigated and subsequently closed. A complaint may be closed for different reasons, including:

- The service provider has made an offer to resolve the complaint that we think is fair and reasonable in light of the specific circumstances of the complaint;
- The complaint was found to be without merit; or
- The complaint should more properly be brought before another agency, tribunal or court.

In many cases, complaints are closed after the service provider has corrected the problem and provided the customer with some form of compensation. See our Analysis of Closed Complaints report for further information.

Recommendation:

The complaint was fully investigated. Often, the service provider has not made an offer to informally resolve the complaint, or the offer is not found to be reasonable and fair in the light of the specific circumstances of the complaint. As such, CCTS will make a Recommendation requesting that the provider take specific actions to resolve the matter.

Decision:

A Decision is issued if either the customer or the service provider rejects the Recommendation. The party rejecting the Recommendation must set out its reasons and the Commissioner will reconsider the Recommendation and issue a Decision. The Commissioner may confirm the original Recommendation or, if the Commissioner concludes that there is substantial doubt as to the correctness of the Recommendation, the Commissioner may modify the Recommendation as appropriate. A Decision is binding on the service provider, but not on the customer. The customer may reject it and pursue other remedies.

“Without the assistance of CCTS, I believe my issue would never have been resolved. Great job and thank you very much for the support.”

– J.-M.N., A Wireless Customer

Detailed Analysis of Issues Raised in Complaints

These tables detail the issues raised in the complaints that we concluded in 2011-12. The total number of issues exceeds the number of complaints concluded because some complaints raised more than one issue. Some cells contain dashes, which indicates that this issue does not arise in that line of business.

	Local exchange and VoIP	Long distance	Wireless services	Internet access	White page directories	Directory assistance	Operator services	TOTAL
Billing								
30-day cancellation policy	187	6	780	142	–	–	–	1,115
3rd party charges	14	13	77	–	–	–	–	104
Airtime	–	–	117	–	–	–	–	117
Bandwidth usage	–	–	–	121	–	–	–	121
Bill delivery	40	7	160	33	–	–	–	240
<i>Fees for paper billing</i>	12	2	27	5	–	–	–	46
<i>Invoices not received</i>	28	5	133	28	–	–	–	194
Bundling discounts	14	3	16	14	–	–	–	47
Calling cards	–	11	–	–	–	–	–	11
<i>Balance cleared</i>	–	2	–	–	–	–	–	2
<i>Fees not disclosed</i>	–	4	–	–	–	–	–	4
<i>Wrong rate</i>	–	5	–	–	–	–	–	5
Chargeable messages	–	90	70	–	–	–	–	160
Credit/refund not received	97	15	223	96	0	1	0	432
Data charges	–	–	264	–	–	–	–	264
Long distance toll fraud	–	42	–	–	–	–	–	42
Misapplied payments	37	0	59	21	0	0	0	117
Monthly price plan	340	148	852	343	0	0	0	1,683
<i>Government and regulatory fees</i>	7	0	12	1	0	0	0	20
<i>Incorrect charge</i>	333	148	840	342	0	0	0	1,663
One-time fees	64	2	147	72	–	–	–	285
<i>Activation/reactivation charges</i>	18	1	42	13	–	–	–	74
<i>Deactivation charges</i>	29	1	29	11	–	–	–	70
<i>Equipment charges</i>	17	0	76	48	–	–	–	141

	Local exchange and VoIP	Long distance	Wireless services	Internet access	White page directories	Directory assistance	Operator services	TOTAL
Billing (continued)								
Payment arrangement dispute	23	2	64	19	0	0	0	108
Pay per use services	24	–	46	–	–	–	–	70
Pre-authorized payments	10	3	16	16	–	–	–	45
<i>Incorrect amount</i>	2	0	7	5	–	–	–	14
<i>Incorrect bank account/credit card</i>	2	0	0	2	–	–	–	4
<i>Not authorized</i>	6	3	9	9	–	–	–	27
Pre-paid service	–	–	90	–	–	–	–	90
<i>Balance clearing</i>	–	–	45	–	–	–	–	45
<i>Fees not disclosed</i>	–	–	4	–	–	–	–	4
<i>No invoice</i>	–	–	1	–	–	–	–	1
<i>Top-up</i>	–	–	35	–	–	–	–	35
<i>Wrong rate</i>	–	–	5	–	–	–	–	5
Premium text messaging charges	–	–	589	–	–	–	–	589
Rental equipment	4	–	–	59	–	–	–	63
<i>Modem</i>	0	–	–	59	–	–	–	59
<i>VoIP hub</i>	4	–	–	0	–	–	–	4
Repair charges	10	–	–	5	–	–	–	15
<i>Charges incorrect</i>	5	–	–	1	–	–	–	6
<i>Charges not disclosed</i>	4	–	–	3	–	–	–	7
<i>Inside wiring</i>	1	–	–	1	–	–	–	2
Roaming charges	–	–	211	–	–	–	–	211
Text messaging charges (not premium)	–	–	115	–	–	–	–	115
Value-add services	9	–	32	4	–	–	–	45
TOTAL	873	342	3,928	945	0	1	0	6,089

“If it wasn’t for CCTS, I would have never resolved my issue. Thank you!”

– D.B., An Internet Customer

	Local exchange and VoIP	Long distance	Wireless services	Internet access	White page directories	Directory assistance	Operator services	TOTAL
Contract dispute								
Compliance with Terms of Service/Contract	82	24	461	141	–	–	–	708
Contract duration/Length of term	51	6	154	44	–	–	–	255
Contract renewal	73	6	57	47	–	–	–	183
<i>Auto-renewal</i>	44	5	4	27	–	–	–	80
<i>No consent</i>	29	1	53	20	–	–	–	103
Early Termination Fees (ETF)	173	13	728	160	–	–	–	1,074
<i>Amount of ETF</i>	52	4	326	49	–	–	–	431
<i>Legitimacy of ETF</i>	121	9	402	111	–	–	–	643
Incentive/Hardware plans	3	0	91	11	–	–	–	105
No consent provided	80	13	149	48	–	–	–	290
Non-disclosure of terms/ Misleading information about terms	59	19	410	72	0	0	0	560
Warranties	2	0	112	3	–	–	–	117
<i>Manufacturer's warranty</i>	1	0	25	0	–	–	–	26
<i>Service provider warranty</i>	1	0	87	3	–	–	–	91
TOTAL	523	81	2,162	526	0	0	0	3,292

“I was amazed at how quickly my service provider called me back once I made a complaint to CCTS. Their actions to resolve the problem weren’t satisfactory to me, but that’s not my point--I was happy that my complaint to CCTS was enough to convince my service provider to begin discussing the problem with me. I would highly recommend CCTS because of this.”

– C.C., A Home Phone Customer



	Local exchange and VoIP	Long distance	Wireless services	Internet access	White page directories	Directory assistance	Operator services	TOTAL
Service delivery								
Customer-initiated cancellations	122	26	182	127	0	–	–	457
<i>Due date not kept/delayed</i>	37	3	42	40	0	–	–	122
<i>Unable to cancel</i>	62	23	114	86	0	–	–	285
<i>Unable to port</i>	23	0	26	1	0	–	–	50
Disconnection/Suspension of service	36	10	63	24	0	0	0	133
<i>14-day notice not given/Defective (3.2 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>24 hr. notice not given/Defective (3.3 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Acceptable use policy</i>	1	6	2	3	0	0	0	12
<i>Bandwidth over-consumption</i>	–	–	0	0	–	–	–	0
<i>Disconnection during dispute (3.6 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Disconnection outside prescribed hours (3.4 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Fraud</i>	1	0	3	0	0	0	0	4
<i>Improper disconnection/No grounds (3.1 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Mistaken disconnection/Fail to reconnect (3.5 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Non-payment/collections</i>	29	4	52	17	–	–	–	102
<i>Partial payment</i>	5	0	6	4	–	–	–	15
Installation/Activation	111	9	48	89	0	–	–	257
<i>Damage to property</i>	5	0	0	1	–	–	–	6
<i>Due date not kept/delayed</i>	68	3	21	60	0	–	–	152
<i>Installation error</i>	38	6	27	28	0	–	–	99
Repair/Loss of service	297	21	635	402	0	0	0	1,355
<i>Complete loss of service</i>	84	7	74	83	0	0	0	248
<i>Damage to property</i>	2	0	4	1	–	–	–	7
<i>Due date not kept/delayed</i>	15	0	3	9	0	–	–	27
<i>Inside wiring</i>	1	0	0	0	–	–	–	1
<i>Intermittent service</i>	130	10	417	251	–	–	–	808
<i>Outside wiring</i>	7	0	0	1	–	–	–	8
<i>Service not repaired</i>	58	4	137	57	–	–	–	256
Service provider/Account sold	1	4	0	1	–	–	–	6
Transferred wrong number or service	2	1	4	0	–	–	–	7
Unauthorized transfer of service	37	55	10	8	–	–	–	110
<i>Further to inquiry</i>	21	29	8	3	–	–	–	61
<i>Further to solicitation</i>	16	26	2	5	–	–	–	49
TOTAL	606	126	942	651	0	0	0	2,325

	Local exchange and VoIP	Long distance	Wireless services	Internet access	White page directories	Directory assistance	Operator services	TOTAL
Credit Management								
Credit limit	0	2	11	0	–	–	–	13
<i>Disputes limit amount</i>	0	0	3	0	–	–	–	3
<i>Exceeded limit</i>	0	1	2	0	–	–	–	3
<i>Spending limit/Other details not disclosed</i>	0	1	6	0	–	–	–	7
Credit reporting	36	3	163	29	–	–	–	231
Security deposit	7	5	15	9	–	–	–	36
<i>Disputes deposit amount</i>	0	1	2	0	–	–	–	3
<i>Disputes requirement for deposit</i>	0	0	6	3	–	–	–	9
<i>Fail to review/Refund (2.3 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Interest</i>	0	0	1	0	–	–	–	1
<i>Interest not paid/Miscalculated (2.4 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Not refunded</i>	7	4	6	6	–	–	–	23
<i>Overcharge (2.1 D&D Code)</i>	0	–	–	–	–	–	–	0
<i>Reasons not given (2.2 D&D Code)</i>	0	–	–	–	–	–	–	0
TOTAL	43	10	189	38	–	–	–	280

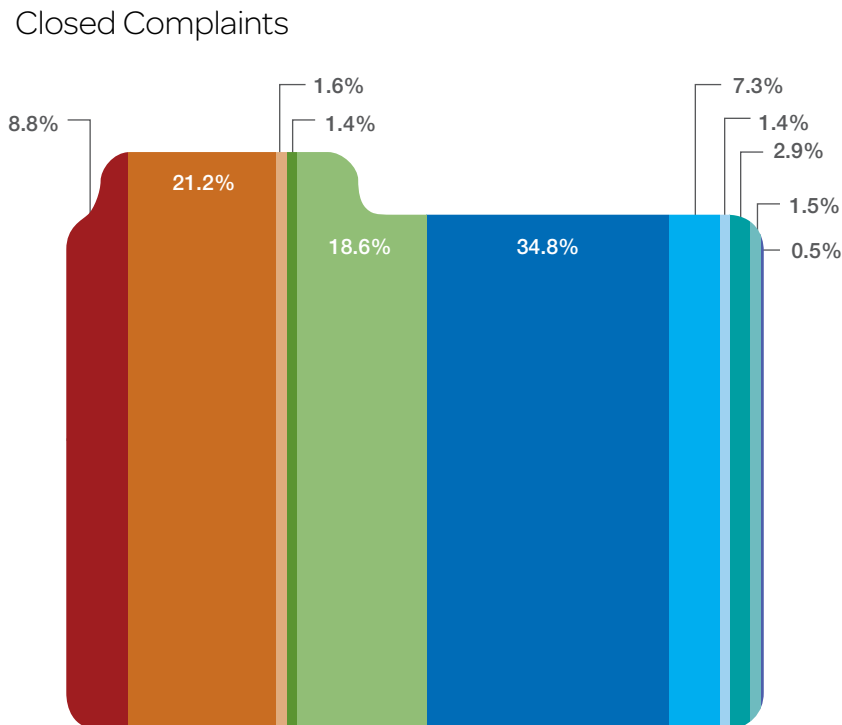
TOTAL – ISSUES RAISED IN ALL COMPLAINTS	2,045	559	7,221	2,160	0	1	0	11,986
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Analysis of Closed Complaints

Our operational statistics show that we closed 1,014 complaints in 2011-12. This table provides a breakdown of the reasons why those complaints were closed, with reference to the relevant section of the Procedural Code.

Reason for Closure	Number of Closed Complaints	Percentage of Closed Complaints
Customer withdraws complaint	89	8.8%
Out-of-mandate after further information obtained	215	21.2%
Section 7.1(b) Customer does not have sufficient interest	16	1.6%
Section 7.1(c) Complaint more appropriately handled by another agency	14	1.4%
Section 7.1(d) Further investigation not warranted	189	18.6%
Section 7.1(e) Customer not cooperative	353	34.8%
Section 7.1(f) Service provider offer is reasonable	74	7.3%
Section 8.1 Service provider not offered opportunity to resolve	14	1.4%
Section 8.2 Matter previously or currently with another agency	29	2.9%
Section 8.3(a) Complaint filed outside time limits	16	1.5%
Section 8.3(b) Facts arose prior to Effective Date	5	0.5%
TOTAL	1,014	100.00%



Compensation Analysis

In cases that are resolved, as well as in Recommendations and Decisions, customers frequently receive some form of compensation from their service provider. This compensation can take many forms, including:

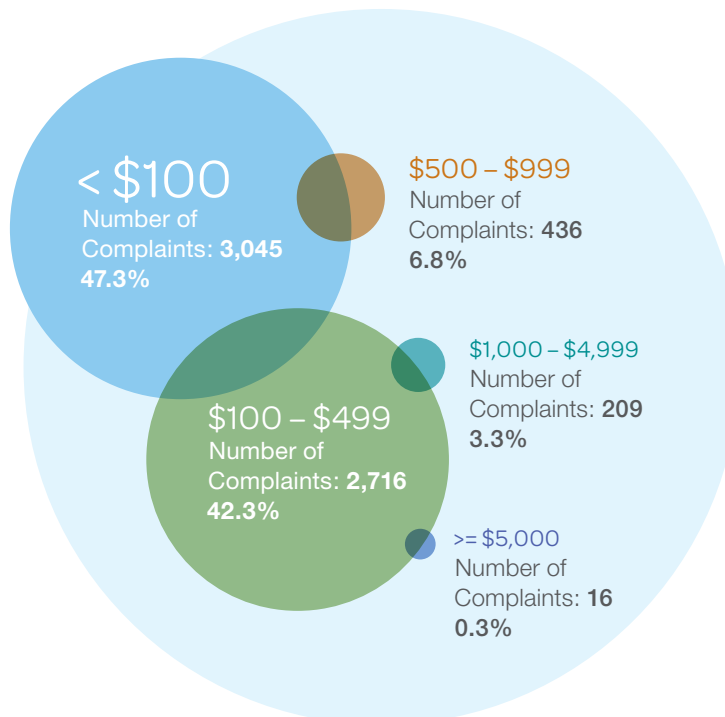
- Bill credits;
- Bill adjustments;
- Free or discounted products and services; and
- Cash payments.

We attempt to record the value of all compensation awarded to customers as a result of the CCTS process. This is challenging because in a significant number of cases (in particular resolutions that occur at our pre-investigation stage) we are not provided with the details of the settlement reached between the customer and the service provider.

This report discloses the full value of compensation received by customers that has been reported to us.

Compensation Range	Number of Complaints	Percentage
< \$100	3,045	47.3%
\$100 – \$499	2,716	42.3%
\$500 – \$999	436	6.8%
\$1,000 – \$4,999	209	3.3%
>= \$5,000	16	0.3%
TOTAL	6,422	100.0%
ESTIMATED TOTAL COMPENSATION:		\$1,742,871.89

Compensation Range



Out-of-Mandate Complaints

This table shows the number of issues raised by customers in 2011-12 that were outside of CCTS' mandate, broken down by the relevant provision in the Procedural Code.

Procedural Code Section 3	
Section 3(a) Internet applications/content	124
Section 3(b) Broadcasting (radio and television)	1,951
Section 3(c) Emergency services	8
Section 3(d) Payphones	25
Section 3(e) Customer owned equipment	129
Section 3(f) Inside wiring	22
Section 3(g) Yellow pages/business directories	25
Section 3(h) Telemarketing/unsolicited messages	1,590
Section 3(i) Security services	8
Section 3(j) Networking	41
Section 3(k) 900/976 calls	46
Section 3(l) Pricing	496
Section 3(m) Rights of way	11
Section 3(n) Plant/poles/towers	163
Section 3(o) False/misleading advertising	95
Section 3(p) Privacy issues	173
Section 3 Other – Not related to service providers (Phone/internet scams)	669
Section 3 Other – Regulated services	156
TOTAL	5,732
Procedural Code Section 4	
Section 4.1 Customer service	605
<i>Language barriers</i>	23
<i>Outsourcing</i>	52
<i>Rude representative</i>	222
<i>Transfers/Interactive voice response (IVR)</i>	24
<i>Wait times</i>	284
Section 4.3 TSP general operating practices and policies	1,115
TOTAL	1,720
Procedural Code Section 8	
Some complaints could not be accepted due to provisions of the Procedural Code.	
Section 8.1 Service provider not offered opportunity to resolve	134
Section 8.2 Matter previously or currently with another agency	141
Section 8.3(a) Complaint filed outside time limits	168
Section 8.3(b) Facts arose prior to Effective Date	10
TOTAL	453

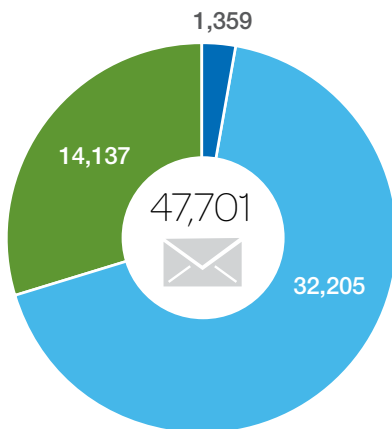
Contact Centre Activities

This year we were contacted by telephone or in writing **over 120,000** times.

Incoming Written Correspondence	
Total Written Correspondence received	47,701
■ General inquiries about CCTS or their telecommunications services	1,359
■ Correspondence about new or existing complaints	32,205
■ Correspondence from service providers about complaints	14,137

We were able to respond to written correspondence within 3 calendar days 72.3% of the time.

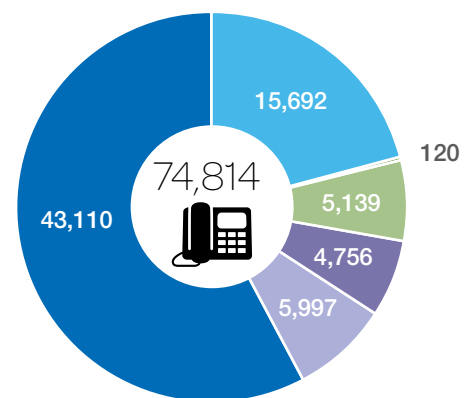
Incoming Written Correspondence



Incoming Phone Consultations	
Total Phone Calls answered	74,814
■ Consultations with customers about possible complaints ⁵	15,692
■ Complaints taken by telephone	120
■ Calls from customers and service providers about existing complaints	5,139
■ Out-of-mandate phone consultations	4,756
■ General Inquiries about CCTS	5,997
■ General inquiries about service providers and other organizations ⁶	43,110

We were able to respond to phone calls within two minutes 78.6% of the time.

Incoming Phone Consultations



⁵ Customers who have not previously addressed their complaint to their service provider are asked to do so, and many of those complaints are resolved without further involvement of CCTS.

⁶ Questions from customers about their service providers or about other organizations (e.g. CRTC, Better Business Bureau, Competition Bureau, Canadian Anti-Fraud Centre, National Do Not Call List, et cetera).

Complaints by Service Provider

This table shows the number of complaints received from customers of all participating service providers (as well as the brands under which they provide service) and the number of complaints concluded, broken down by the stage of our process at which they were concluded.

The number in the “Complaints Opened” column for each individual service provider may not always equal the total of the remaining columns for that service provider because some complaints that we concluded in 2011-12 had been opened in the preceding year. In addition, some complaints opened late in 2011-12 were not concluded by the end of the fiscal year.

We have added a column this year to show the percentage change in the number of complaints accepted this year for each service provider. In order to ensure fairness in reporting this statistic, we have populated the column only for service providers that have participated in CCTS since August 1, 2010.

Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv.		Inv.		Recommendation Accepted	Decisions		
					Resolved	Closed	Resolved	Closed		Issued	Accepted	Rejected
1010580	0.01%	1	-50.0%	2	1	0	1	0	0	0	0	0
1011295.com	0.01%	1	-	1	0	0	1	0	0	0	0	0
295.ca	0.01%	1	-	1	0	0	0	1	0	0	0	0
3Web	0.06%	7	-56.3%	10	5	3	1	1	0	0	0	0
450Tel	0.01%	1	0.0%	1	0	0	1	0	0	0	0	0
768812 Ontario Inc.	0.00%	0	-100.0%	1	1	0	0	0	0	0	0	0
A dimension humaine	0.00%	0	-100.0%	1	0	0	0	1	0	0	0	0
Acanac Inc.	0.72%	78	-	72	26	1	35	7	3	0	0	0
Access Communications Inc.	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Achatplus Inc.	0.01%	1	-	0	0	0	0	0	0	0	0	0
ACN Canada	0.59%	64	-50.0%	68	32	9	22	5	0	0	0	0
AEI Internet	0.03%	3	-	4	0	0	3	0	0	1	1	0
AIC Global Communications	0.01%	1	-	1	1	0	0	0	0	0	0	0
America Tel	0.00%	0	-	0	0	0	0	0	0	0	0	0
Amtelecom Telco GP Inc.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Avenue	0.00%	0	-	0	0	0	0	0	0	0	0	0
Axess Communications	0.00%	0	-	0	0	0	0	0	0	0	0	0
B2B2C Inc.	0.06%	6	-	8	5	0	2	0	1	0	0	0
Bell Aliant Regional Communications LP	0.78%	84	5.0%	81	50	8	18	3	2	0	0	0
Bell Canada	25.36%	2,749	17.1%	2,727	1,628	149	742	192	11	5	3	1
BlueTone Canada	0.03%	3	-	3	3	0	0	0	0	0	0	0
BMI Internet	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Bragg Communications Inc.	0.00%	0	-100.0%	1	0	1	0	0	0	0	0	0
Brama Telecom Inc.	0.03%	3	-	3	1	0	2	0	0	0	0	0

Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv. Resolved	Pre-Inv. Closed	Inv. Resolved	Inv. Closed	Recommendation Accepted	Dec. Issued	Dec. Accepted	Dec. Rejected
					Pre-Investigation		Investigation		Reco.	Decisions		
Bruce Municipal Telephone System	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Bruce Telecom	0.01%	1	0.0%	1	0	1	0	0	0	0	0	0
Bud Light Lime Phone	0.00%	0	-	0	0	0	0	0	0	0	0	0
Bud Light Phone	0.00%	0	-	0	0	0	0	0	0	0	0	0
Bud Phone	0.00%	0	-	0	0	0	0	0	0	0	0	0
Cable VDN	0.00%	0	-100.0%	1	0	0	1	0	0	0	0	0
Cablevision du nord du Quebec	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Call Select	0.15%	16	-	15	5	0	9	1	0	0	0	0
Can-net Telecom	0.01%	1	-	1	1	0	0	0	0	0	0	0
Canada Direct	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Canada Payphone Corporation	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Canada Relink	0.01%	1	-	0	0	0	0	0	0	0	0	0
Canopco	0.10%	11	-31.3%	14	4	0	10	0	0	0	0	0
Caztel	0.05%	5	150.0%	1	0	0	0	1	0	0	0	0
CD Tel	0.01%	1	0.0%	1	0	1	0	0	0	0	0	0
Cellfone	0.00%	0	-	0	0	0	0	0	0	0	0	0
Chatr Wireless	0.15%	16	300.0%	11	1	0	10	0	0	0	0	0
Cheetah	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
CIK Telecom Inc.	0.08%	9	-	8	4	0	4	0	0	0	0	0
Cityfone	0.03%	3	-40.0%	3	3	0	0	0	0	0	0	0
Coast Cable	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Cogeco	0.81%	88	91.3%	86	69	1	12	4	0	0	0	0
Cogeco Cable Quebec	0.06%	6	100.0%	7	6	0	1	0	0	0	0	0
Cogeco Data Services LP	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Cogent Canada	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Compuxellence	0.01%	1	-	0	0	0	0	0	0	0	0	0
Comwave	1.76%	191	-	158	70	2	79	6	1	0	0	0
Contact Internet	0.00%	0	-	0	0	0	0	0	0	0	0	0
Convergja Networks Inc.	0.04%	4	-	4	1	0	3	0	0	0	0	0
Cooptel	0.03%	3	-	3	2	0	1	0	0	0	0	0
Cybersurf Internet Access (CIA)	0.01%	1	0.0%	1	1	0	0	0	0	0	0	0

Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv. Resolved	Pre-Inv. Closed	Inv. Resolved	Inv. Closed	Recommendation Accepted	Dec. Issued	Dec. Accepted	Dec. Rejected
					Pre-Investigation		Investigation		Reco.	Decisions		
DCI Telecom	0.01%	1	-	0	0	0	0	0	0	0	0	0
Dell Voice	0.00%	0	-	0	0	0	0	0	0	0	0	0
Delta Cable	0.02%	2	0.0%	2	1	0	0	1	0	0	0	0
Distributel Communications	0.32%	35	25.0%	29	21	2	5	1	0	0	0	0
Dryden Mobility	0.01%	1	0.0%	1	0	0	1	0	0	0	0	0
Eastlink	0.10%	11	-42.1%	9	7	1	1	0	0	0	0	0
ENMAX	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Envision	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
ExaTEL Inc.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Execulink	0.01%	1	0.0%	1	0	0	1	0	0	0	0	0
Fibernetics	0.00%	0	-	1	0	0	1	0	0	0	0	0
Fibernetics Business Services	0.00%	0	-	0	0	0	0	0	0	0	0	0
Fido	7.60%	824	25.4%	831	649	41	115	26	0	0	0	0
Fongo Inc.	0.00%	0	-	0	0	0	0	0	0	0	0	0
Freedom Phone Lines	0.01%	1	-	0	0	0	0	0	0	0	0	0
FreePhoneLine.ca	0.01%	1	-	1	1	0	0	0	0	0	0	0
G3 Telecom	0.03%	3	-	3	0	0	3	0	0	0	0	0
Galilee	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Global Crossing Telecommunications Canada Ltd	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Globalive Communications Corp.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Globalstar	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Gold Leaf Telecom Ltd.	0.01%	1	-	1	1	0	0	0	0	0	0	0
Group of Gold Line	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Halifax Cablevision Ltd.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Hook Communications Inc.	0.01%	1	-	1	0	0	1	0	0	0	0	0
Horizon Telecom	0.01%	1	-	0	0	0	0	0	0	0	0	0
HuronTel	0.02%	2	-	2	1	0	1	0	0	0	0	0
InfoFortin Telecom	0.01%	1	-	0	0	0	0	0	0	0	0	0
InfoSat Communications	0.01%	1	-	0	0	0	0	0	0	0	0	0
Inter.net Canada	0.03%	3	-	3	0	0	2	1	0	0	0	0
Juno	0.00%	0	-	0	0	0	0	0	0	0	0	0

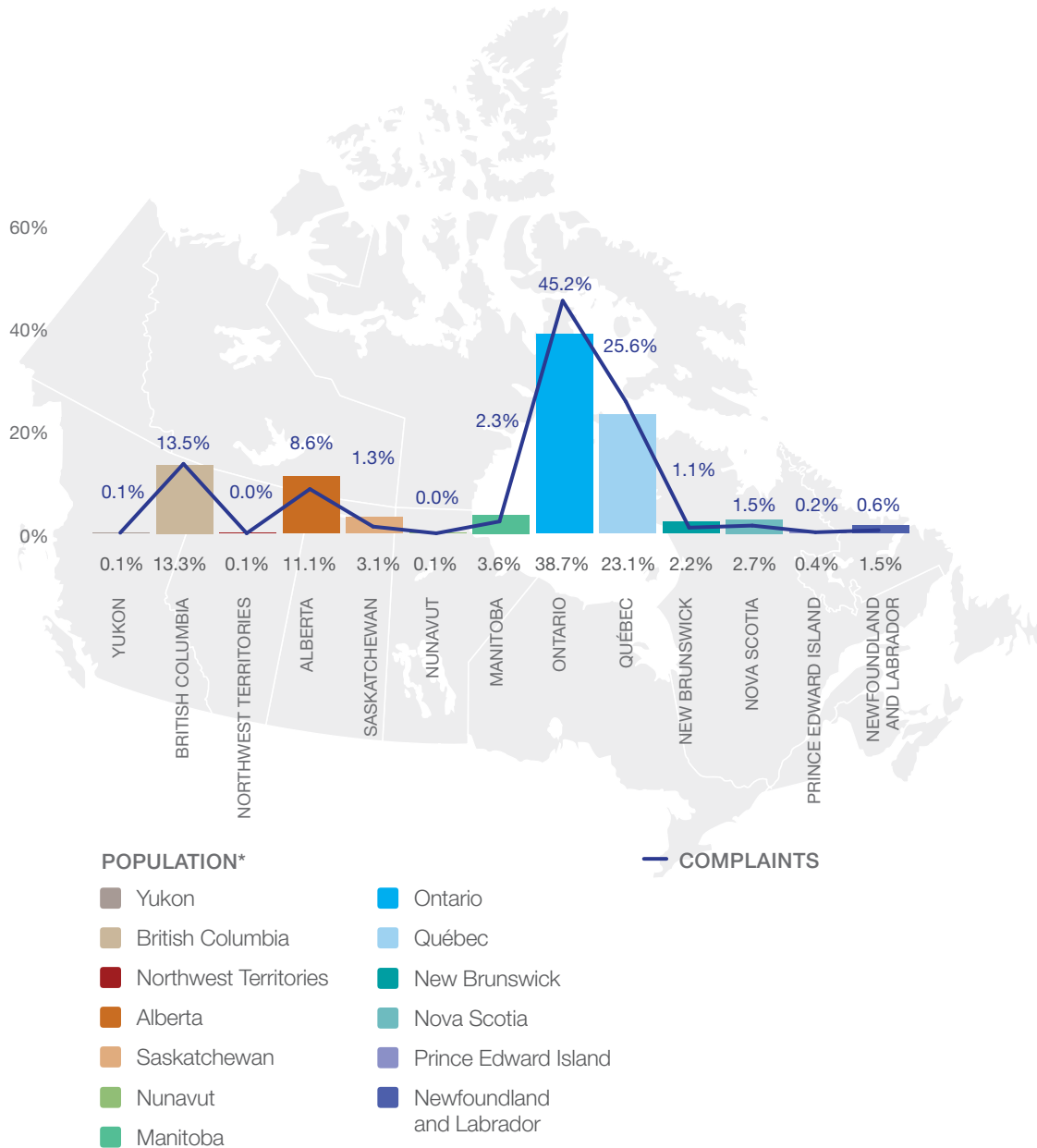
Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv. Resolved	Pre-Inv. Closed	Inv. Resolved	Inv. Closed	Recommendation Accepted	Dec. Issued	Dec. Accepted	Dec. Rejected
					Pre-Investigation		Investigation		Reco.	Decisions		
K-Right Communications Inc.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Kokanee Phone	0.00%	0	-	0	0	0	0	0	0	0	0	0
Koodo	1.86%	202	56.6%	207	138	11	50	8	0	0	0	0
Le pigeon voyageur	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
LooneyCall	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
LuckyCall	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Magic Jack Tel	0.00%	0	-	0	0	0	0	0	0	0	0	0
MCI Canada	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Mobiland Wireless Inc.	0.01%	1	-	0	0	0	0	0	0	0	0	0
Mobilicity	0.42%	45	-	46	31	0	14	1	0	0	0	0
Mountain Cablevision Limited	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
MSN Wireless	0.12%	13	-	11	5	0	6	0	0	0	0	0
MTS Allstream Inc.	1.02%	111	54.2%	106	69	15	18	2	1	1	0	1
National Capital FreeNet	0.00%	0	-	0	0	0	0	0	0	0	0	0
Neighborhood Wireless	0.00%	0	-	0	0	0	0	0	0	0	0	0
Net For Less	0.00%	0	-	0	0	0	0	0	0	0	0	0
Net Reach	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Netfone	0.00%	0	-	1	0	0	1	0	0	0	0	0
NetRevolution	0.01%	1	-	0	0	0	0	0	0	0	0	0
NetZero	0.00%	0	-	0	0	0	0	0	0	0	0	0
Northern Tel	0.07%	8	60.0%	8	2	0	6	0	0	0	0	0
Northwestel	0.03%	3	-25.0%	2	1	0	0	1	0	0	0	0
Nucleus Information Service Inc.	0.01%	1	-	0	0	0	0	0	0	0	0	0
NuEra Telecom	0.14%	15	-	15	3	0	12	0	0	0	0	0
OneConnect Services Inc.	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
OnlineTel	0.00%	0	-	0	0	0	0	0	0	0	0	0
Ontarioeast.net	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Ontera	0.01%	1	-66.7%	1	0	0	0	0	1	0	0	0
Opcom Hospitality Solutions Inc.	0.01%	1	0.0%	1	0	0	1	0	0	0	0	0
Oricom Internet	0.03%	3	-	4	2	0	2	0	0	0	0	0
Pannu Phone Inc. (SSTV)	0.01%	1	-	1	0	0	1	0	0	0	0	0

Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv. Resolved	Pre-Inv. Closed	Inv. Resolved	Inv. Closed	Recommendation Accepted	Dec. Issued	Dec. Accepted	Dec. Rejected
					Pre-Investigation		Investigation		Reco.	Decisions		
People's Tel GP Inc.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Persona Communications Corp.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
PortalOne	0.00%	0	-	0	0	0	0	0	0	0	0	0
Premiere Conferencing Canada Ltd.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Premiere Global Services	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Primo Communications	0.02%	2	-	2	0	0	2	0	0	0	0	0
Primus	1.32%	143	-30.9%	162	120	1	29	10	0	2	0	1
Public Mobile	0.15%	16	-	16	6	2	6	2	0	0	0	0
Pulse Telecom	0.02%	2	-	3	3	0	0	0	0	0	0	0
Quinte Long Distance	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
RadioActif	0.06%	6	-	5	2	0	3	0	0	0	0	0
Rocler Technologies	0.01%	1	-	1	1	0	0	0	0	0	0	0
Rogers Communications Inc.	26.58%	2,881	112.6%	2,819	2,075	73	544	123	3	1	0	1
Sasktel	0.46%	50	61.3%	47	28	9	7	3	0	0	0	0
Sears Connect	0.04%	4	-20.0%	8	1	0	7	0	0	0	0	0
Seaside Communications (Seaside Cable)	0.01%	1	-	1	1	0	0	0	0	0	0	0
SecureNet Information Services Inc.	0.00%	0	-	1	0	0	0	1	0	0	0	0
Selectcom Inc.	0.01%	1	-	1	0	0	1	0	0	0	0	0
Selectcom Telecom	0.02%	2	-	2	1	0	0	1	0	0	0	0
Shaw	2.44%	264	355.2%	254	158	14	74	8	0	0	0	0
Simcoe County Long Distance	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Sogetel	0.01%	1	0.0%	1	1	0	0	0	0	0	0	0
Solo	1.62%	176	-22.1%	187	128	15	34	10	0	0	0	0
Speak Out Wireless (7-11)	0.01%	1	-	1	0	0	0	1	0	0	0	0
Speak Telecom	0.01%	1	0.0%	1	1	0	0	0	0	0	0	0
Startec	0.21%	23	-	25	16	2	6	1	0	0	0	0
Straight of Canso Cable T.V. Ltd.	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
SureNet	0.01%	1	-	0	0	0	0	0	0	0	0	0
Switchworks	0.00%	0	-	0	0	0	0	0	0	0	0	0
Talk Wireless	0.01%	1	-	1	0	0	1	0	0	0	0	0
Tata Communications	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0

2011-12
Statistics

Provider	Percentage of all Complaints	Accepted Complaints	% change of accepted complaints	Concluded Complaints	Pre-Inv. Resolved	Pre-Inv. Closed	Inv. Resolved	Inv. Closed	Recommendation Accepted	Dec. Issued	Dec. Accepted	Dec. Rejected
					Pre-Investigation		Investigation		Reco.	Decisions		
TBayTel	0.06%	6	-25.0%	4	3	0	1	0	0	0	0	0
TekSavvy Solutions Inc.	0.30%	32	-	39	23	1	12	3	0	0	0	0
Tele-Page	0.01%	1	-	1	0	1	0	0	0	0	0	0
Télébec	0.15%	16	-23.8%	16	10	2	3	1	0	0	0	0
Telehop	0.30%	33	135.7%	30	4	1	25	0	0	0	0	0
Teliphone Corp	0.02%	2	-	0	0	0	0	0	0	0	0	0
Telizon	0.00%	0	0.0%	0	0	0	0	0	0	0	0	0
Telnet Communications	0.01%	1	-	0	0	0	0	0	0	0	0	0
TELUS Communications Company	11.17%	1,211	-12.7%	1,245	967	65	164	45	4	0	0	0
TeraGo Networks Inc.	0.03%	3	50.0%	3	2	1	0	0	0	0	0	0
Transvision Cookshire	0.00%	0	-	0	0	0	0	0	0	0	0	0
Uniserve	0.02%	2	-50.0%	4	0	0	3	1	0	0	0	0
Vancouver Telephone Company	0.00%	0	-	0	0	0	0	0	0	0	0	0
Velcom	0.06%	6	-	7	4	0	2	0	0	1	1	0
Verizon	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Vianet Internet Solutions	0.01%	1	-66.7%	2	1	0	0	1	0	0	0	0
Vidéotron s.e.n.c. / Videotron GP	2.23%	242	58.2%	229	146	6	60	17	0	0	0	0
VIF Internet	0.04%	4	-	2	0	0	2	0	0	0	0	0
Virgin Mobile Canada	4.53%	491	-22.9%	495	259	15	180	41	0	0	0	0
Vois Inc.	0.06%	6	-	5	0	0	4	1	0	0	0	0
Vonage Canada Corporation	0.21%	23	-28.1%	29	14	2	11	2	0	0	0	0
WestNet Wireless	0.00%	0	-	0	0	0	0	0	0	0	0	0
WiMac Tel	0.00%	0	-	0	0	0	0	0	0	0	0	0
Win-tel	0.00%	0	-100.0%	0	0	0	0	0	0	0	0	0
Wind Mobile	3.61%	391	354.7%	311	204	1	95	11	0	0	0	0
Worldline	0.14%	15	-	14	3	0	11	0	0	0	0	0
Xittel Inc.	0.05%	5	-	5	2	0	3	0	0	0	0	0
Xplornet Internet Services	0.87%	94	-	89	65	1	17	6	0	0	0	0
Yak Communications Corp.	0.17%	18	12.5%	21	2	1	15	3	0	0	0	0
Zid Internet	0.01%	1	-	1	0	0	1	0	0	0	0	0
TOTAL	100.00%	10,838	-	10,678	7,103	459	2,523	555	27	11	5	4

Complaints by Province



*2012 Canadian population according to Statistics Canada as of July 1, 2012. Numbers are measured in thousands of persons.

Canada, Statistics Canada, Population by year, by province and territory (Ottawa, CANSIM, 2012) at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/demo02a-eng.htm>



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