

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



**CPRST**  
COMMISSAIRE AUX PLAINTES RELATIVES  
AUX SERVICES DE TÉLÉCOMMUNICATIONS  
Parlons solutions



## Restoring Connections

ANNUAL REPORT 2010-2011





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## Message from the Chair of the Board of Directors, Mary M. Gusella



### On behalf of the Board of Directors,

I am pleased to present the 2010-2011 Annual Report for the Commissioner for Complaints for Telecommunications Services.

The past year has been a significant one for CCTS in a number of areas. Foremost among these was the CRTC three-year review that took place in December 2010. This review afforded an opportunity to present to the Commission an overview of CCTS in terms of major developments and organizational progress from “start-up” to a well-functioning agency capable of offering recourse to consumers and small businesses for the independent resolution of their complaints relating to telecommunications services.

**The Board of Directors was gratified to receive very positive feedback from the Commission and stakeholders on the achievements of the agency and its staff.**

The review resulted in Telecom Decision [CRTC 2010-921](#) and Telecom Regulatory Policy [CRTC 2011-46](#), under which CCTS retained its mandate, structure and By-Laws, as well as extending membership to all telecommunications service providers for the next five years. These CRTC determinations are important because, among other things, they expand the number of consumers who can access CCTS services. They also recognize the value of the new model for dispute resolution that CCTS represents, one that operates in the public interest yet outside government processes and without government funding.

The Commission’s decision necessitated amendments to both the Procedural Code and the service providers’ Membership Agreement, in order to reduce the financial burden of membership on new, smaller providers.

My thanks to the members of our Corporate Review Committee, who worked diligently to ensure a thorough and prompt implementation of these changes by the Board.

In the course of the year the Board approved additional public awareness activities to inform consumers of their right to bring forward complaints, adopted a Stakeholder Outreach Policy and approved a contract to implement a new case management system that will provide statistical and efficiency benefits.

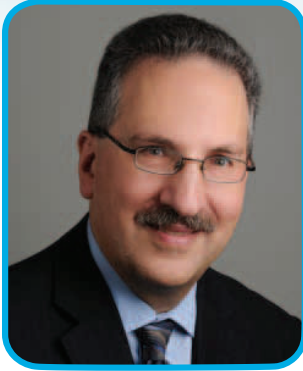
The governance of CCTS is vital to its success as a stakeholder-led, industry-funded organization, and is based on a fine balancing of multiple interests at all times. During the past year the Board’s Corporate Governance Committee continued to establish policies and good governance practices, engaged in director development/governance education and initiated a director self-assessment process.

An important aspect of our uniquely-structured “stakeholder” Board is the fact that two directors are elected directly by consumer groups. In the course of the past year, when the terms of our consumer directors expired for the first time, CCTS conducted an election process by which the consumer groups could select their representatives to the Board. The active involvement of the twelve participating consumer groups led to the nomination of a number of highly qualified candidates and a high level of participation in the election. The result was re-election of their current representatives. We believe their participation, which we greatly appreciate, demonstrates that CCTS is seen as being helpful to consumers.

As we embark on our new five-year mandate, the Board is pleased to announce that a five-year employment contract has been negotiated with Mr. Howard Maker. He will continue his excellent work in the pursuit of our mission of providing outstanding dispute resolution services to Canadian consumers and telecommunications providers.



## Message from the Commissioner, Howard Maker



**It's not often that the Commissioner's message begins with a *mea culpa*.**

But this one does. In our planning for 2010-2011 we anticipated that increased public awareness of CCTS would lead to increases in the number of Contacts and Complaints

we would receive this year. But we did not anticipate just how substantial those increases would be. The 8,007 complaints we received this year represents an increase of 114% over last year. As the year progressed and we recognized the trend, we took steps to ensure that we maintained our ability to review complaints promptly and thoroughly. To meet this objective we adjusted our existing staffing, and offered some employees new opportunities. We also hired additional staff. And our statistics indicate that we met our objectives.

Our focus is on attempting to resolve disputes whenever possible. We believe that people tend to be more satisfied with resolutions which they have helped fashion than ones imposed upon them.

**This year, we fully dealt with 7,732 complaints, of which 6,738 (over 87%) were resolved between the customer and the service provider with our assistance.**

Of these resolutions, 77% (5,203) took place at our "pre-investigation" stage, meaning they were resolved within about 30 days. We are very pleased that despite the large increase in complaint volumes, we were able to complete over 96% of the number of complaints received.

You will read in this report about some of the challenges we have faced in getting service providers to respond to CCTS about customer complaints we have sent them. Under our Procedural Code, when we accept a customer's complaint we send it to the service provider

and give it an opportunity to resolve the complaint with the customer. If the complaint cannot be resolved, the Code requires the provider to give CCTS a full and complete response to the customer's complaint, and to do so within prescribed timelines. In order to reduce delay and deal with complaints promptly, this year we began more aggressively insisting on compliance with these requirements. In some cases, we were forced to investigate complaints without the benefit of a response from the service provider in support of its position on the complaint. This accounts, in large measure, for the increase in Recommendations and Decisions we issued this year: 60 Recommendations (up from 25 last year) and 10 Decisions (up from 4). We usually issue a Recommendation when we feel that a customer is entitled to receive a remedy that the service provider does not wish to provide voluntarily. Decisions are issued when Recommendations are rejected, either by the customer or the provider.

We anticipate working with service providers in 2011-2012 to enhance the quality and timeliness of their efforts to meet our process requirements.

This year we also introduced a customer survey, designed to help us measure customer satisfaction with various aspects of the service we provide, and to help us measure the success of our public awareness initiatives. This Annual Report contains an outline of the findings. We are particularly pleased about the highly positive nature of the feedback we have received about the work being done by our staff.

When I was hired in August 2008, I was given a three-year mandate. I am pleased to report that the Board of Directors has offered, and I have accepted, a new five-year term. I appreciate the Board's continuing confidence and offer my thanks to our Directors for the opportunity to continue working with customers, providers, regulators and, most of all, a very talented and dedicated staff. Our work to improve the consumer telecom experience and to provide independent dispute resolution is just getting started!



## Who We Are and 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)



**Wired and wireless  
Internet access services**



**Wireless services**  
(including voice, data and text)



**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 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;



**Credit management** – for example, complaints about security deposits, payment arrangements and collections treatment of customer accounts; and



**Unauthorized transfer of service (“slamming”)** – for example, complaints about a customer's service being transferred from one provider to another without the customer's consent.

A few services and issues are excluded from our mandate.  
Please see <http://www.ccts-cprst.ca/en/complaints/mandate> for full details.

## Our Complaints Process

We are always examining our complaint handling process to ensure that it is thorough, fair and efficient. Our process works like this:

### 1 Assessment

When we receive a complaint, we review it to determine whether it falls within our mandate. If so, we forward a copy to the service provider. We ask it to attempt to resolve the matter with the customer and report back to us within 30 days. In the Statistics section of this Annual Report, we refer to these complaints as being at the “pre-investigation” stage.

When the service provider responds, we evaluate the response and determine whether the complaint has been resolved to the satisfaction of the customer. This is the stage at which the majority of complaints are resolved. When a complaint remains unresolved we will assess its complexity, the amount of additional information that may be required, and the likelihood of successfully resolving the matter informally.

If the complaint falls within our mandate but is about a service provider that does not participate in CCTS, we will inform the provider about the receipt of the complaint and its obligation to join CCTS within five days. For further details, please refer to the section of our Annual Report entitled [Participating Service Providers](#) on page 39.

### 2 Resolution

Complaints that appear to be amenable to informal resolution are assigned to a member of our staff who will work with the customer and the service provider to arrive at a prompt resolution of the dispute. We will normally request additional information and documentation from both parties to effectively “mediate” a resolution. Many of these complaints are resolved to the satisfaction of both parties at this stage.

### 3 Investigation

Complaints that raise particularly challenging issues or are otherwise especially complex will be investigated. During an investigation, we will request additional information or documentation from one or both parties to help determine whether the service provider reasonably performed its obligations pursuant to the terms of the contract between it and the customer. Throughout the investigation, we may also attempt to informally mediate a resolution of the dispute.

A complaint can be rejected or dismissed at any stage of the investigation/resolution process should we determine that the provider acted reasonably in fulfilling its obligations under the contract, or it has taken reasonable steps to resolve the complaint, even if this resolution is not acceptable to the customer.

### 4 Recommendation

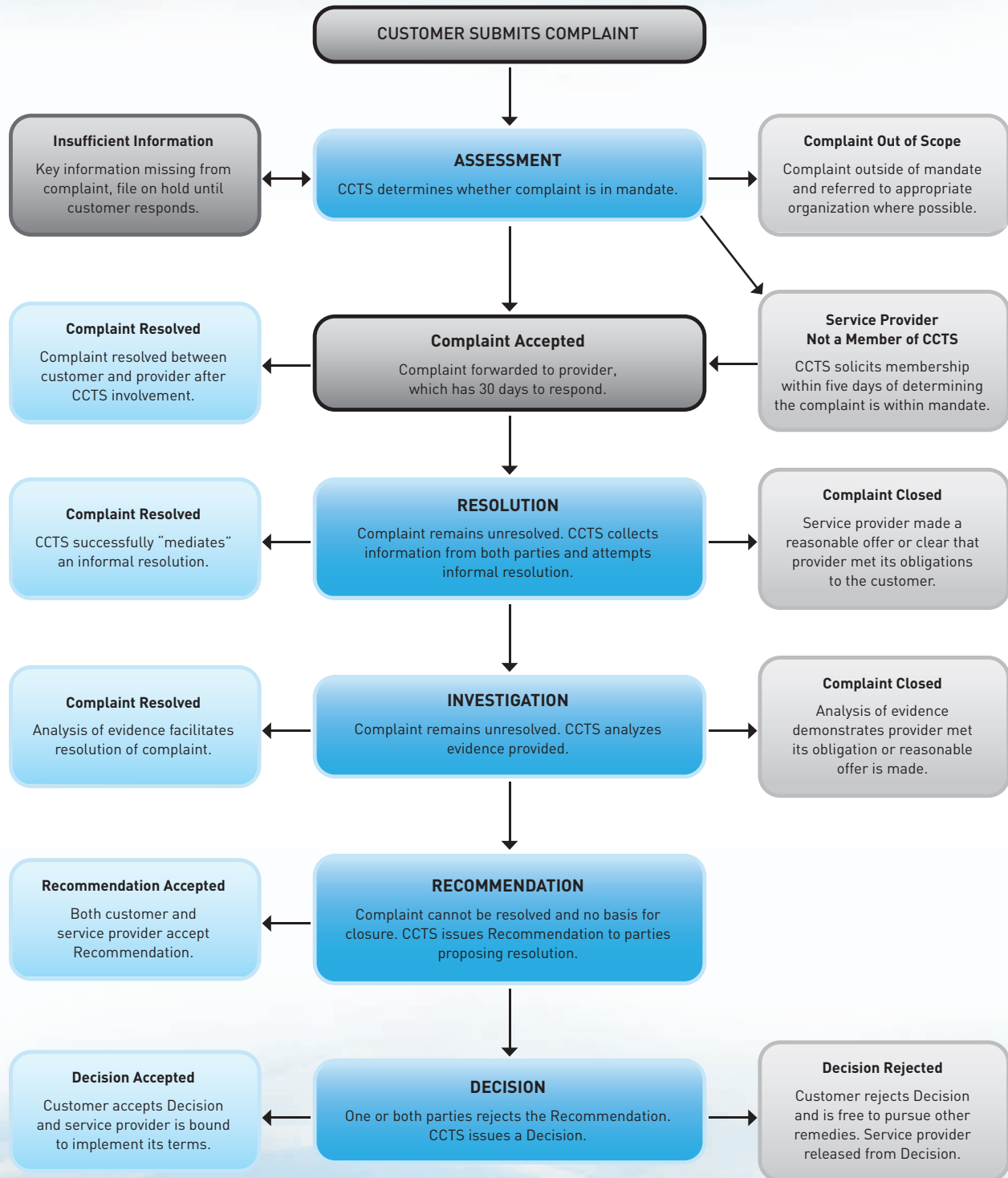
Upon completing an investigation, we can make a written Recommendation for the resolution of the complaint, based on our analysis of its merits. We may recommend that the service provider take some action or refrain from taking some action (for example, correction of a billing error, connection or disconnection of service, waiver of charges, collections activity). Or perhaps something simple, like an apology or an explanation, may provide the necessary redress. We may also recommend that the service provider make a payment to the customer as compensation for any loss, damage or inconvenience suffered by the customer arising directly from the facts disclosed by the complaint (to a maximum of \$5,000). Our process provides both the customer and the service provider with some time to consider the Recommendation and determine whether to accept or reject it.

### 5 Decision

If either the customer or the service provider rejects the Recommendation, we ask them to explain why so that we can reconsider the Recommendation in light of their continuing concerns. We will consider the reasons for rejecting the Recommendation, and then issue a Decision. In the Decision, the Commissioner may maintain the Recommendation, or may modify or change it if he concludes that there is substantial doubt as to the correctness of the original Recommendation. If the Decision is accepted by the customer, it becomes binding on the service provider and must be implemented. However, the customer is entitled to reject the Decision. If the customer does so, the service provider is not required to carry it out and the customer retains all of the usual legal rights and remedies and is free to pursue them.

# Complaint Process Flowchart

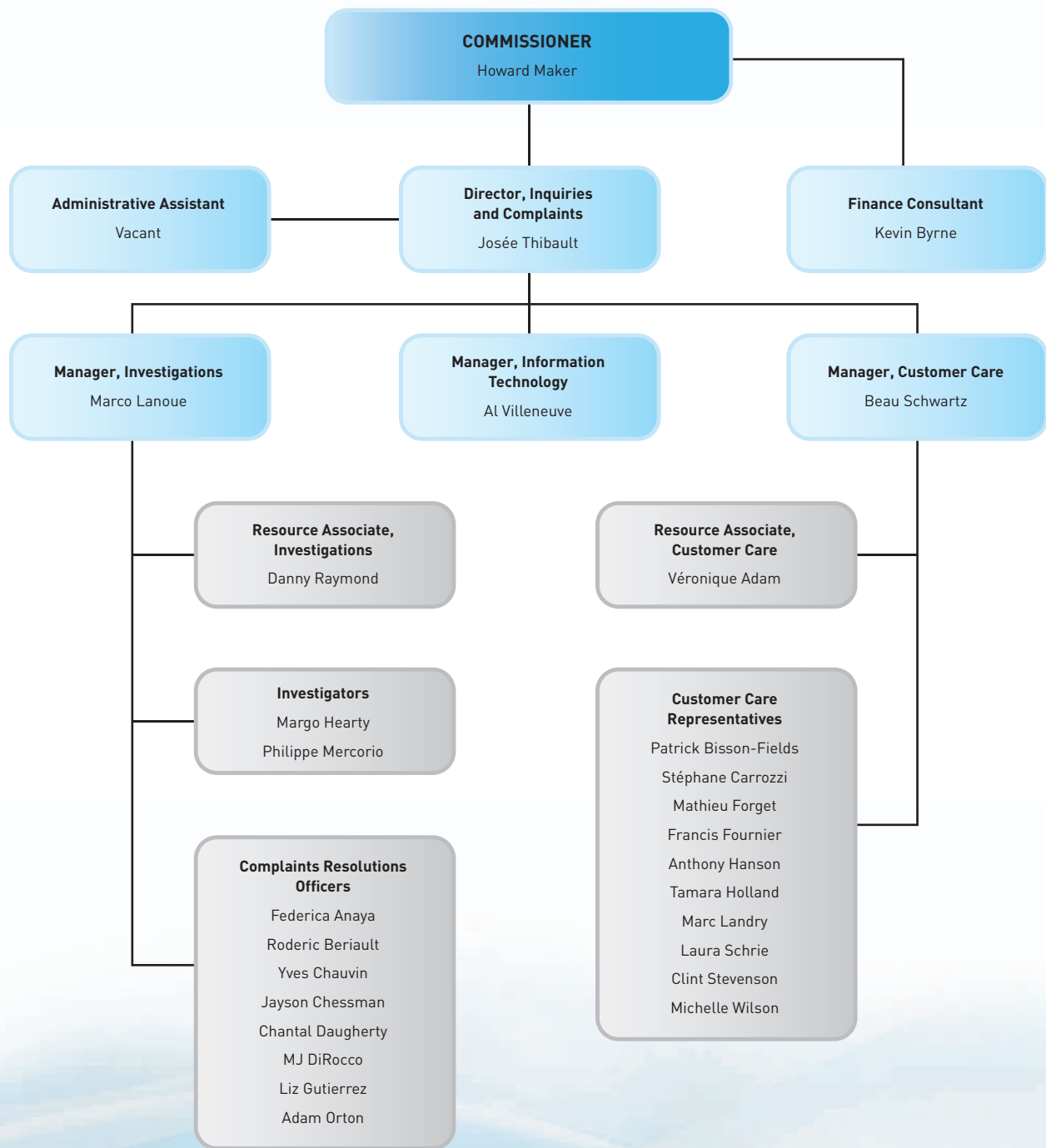
The flowchart below shows the stages of our complaint-handling process.





## Our Team

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





## CRTC Review

### The Highlight of 2010-2011: The CRTC Reviews CCTS

As an independent organization with a public mandate, we have an obligation to be accountable to consumers, service providers and regulators. That's why when the Canadian Radio-television and Telecommunications Commission (CRTC) approved the details of CCTS's structure and mandate in 2007, it said that it would conduct a review in three years – to ensure that we have been doing our job and doing it well, and to determine whether changes were needed. So, in April 2010, the CRTC began a public proceeding to review everything about CCTS. It asked us to provide a great deal of information and statistics, and it offered the public an opportunity to comment in writing.

This was a decisive moment for CCTS. We have always believed that we've been doing a good job. But over the years certain service providers made it clear that they did not feel they should have to participate in and fund our organization, or even that such an organization was necessary at all in a competitive marketplace. At the other end of the spectrum, some observers thought that we should be more activist, and that our mandate should be expanded.

As the written portion of the proceeding unfolded, we had the opportunity to review the material filed by interested parties. Although their comments about our first three years' work were not without criticism, the overwhelming weight of these submissions was extremely positive. Here are some of the comments:

#### **TELUS:**

- I would like to acknowledge the excellent work that has been accomplished to date by Ms. Gusella, the CCTS Board, by Commissioner Maker and the entire CCTS team.
- ...when a TELUS customer raises an issue with CCTS, we get important feedback of what we are doing right... and wrong. CCTS imposes a new internal discipline on front-line client care agents, and helps empower TELUS team members to resolve matters at an early stage. The CCTS has played an important role to encourage TELUS to do a better job in resolving customer complaints.
- TELUS agrees that the new informal claims resolution process is working very well. The CCTS team is always very responsive to our inquiries and requests for clarification.

#### **Cable Companies:**

- The CCTS' purpose is to operate, in effect, as an ombudsman to assist consumers in obtaining timely resolution of disputes...The Cable Carriers submit that CCTS has been effective in achieving its purpose.
- The CCTS is working well.

**Bell Companies:**

- The CCTS has been effective in achieving its objectives as set out in the Order in Council and done remarkably well in its first three years.
- ...CCTS has done well in achieving its objectives in an efficient and cost-effective manner.

**Public Interest Advocacy Centre**

(on behalf of Consumers' Association of Canada and Canada Without Poverty):

- ...in most cases customers receive a timely and satisfactory resolution of their complaint at no cost to them. This is fantastic.
- It is invaluable to customers and in particular low-income consumers.
- Please stop reviewing the existence of the CCTS!...Even with its growing pains, it is fantastic.

We were pleased to receive such positive feedback from both service providers and consumers. But the real test was the public hearing, which occurred in late November and early December. Over three days, the presiding Commissioners reviewed the evidence and asked plenty of challenging questions – of CCTS, service providers and consumer groups.

The hearing concluded on December 1. In an unprecedented move, the CRTC announced the key part of its decision then and there. CCTS would be continued for another five years, and all telecommunications service providers operating in Canada would now be required to participate. "Following an extensive review, we are satisfied that the CCTS is doing a good job of resolving complaints on behalf of consumers and small businesses," said Leonard Katz, the CRTC's Vice-Chairman of Telecommunications.

**"An independent agency like the CCTS is an essential intermediary in a market where competition is growing by the day and the majority of telecommunications services are no longer regulated."**

One of the most critical decisions facing the CRTC was the question of which service providers would be required to take part in the CCTS dispute resolution process. Under the original decision made in 2007, only service providers with \$10 million or more in Canadian telecom revenues were required to participate in CCTS. The Commission was so supportive of the work of CCTS that it charted a new course. In order to ensure that the greatest possible number of Canadians would be able to benefit from our dispute resolution services, it ordered that all telecommunications service providers must take part in CCTS, no matter the amount of their revenues.

**TESTIMONIAL**

It is easy to be happy with the CCTS service when the outcome favours you, but I'm sure I would have been impressed whatever the outcome had been. It's comforting to know there is help. — I.H., A HOME PHONE CUSTOMER

The Commission issued a written decision in late January 2011. As a result of this decision, service providers that do not currently participate in CCTS must do so within five days of being informed by CCTS that it has received a complaint from one of their customers.

In its decision, the Commission concluded that our governance structure and mandate remain appropriate, and it requested some enhanced statistical reporting in our future Annual Reports. It is noteworthy that the Commission extended our mandate for a period of five years, bringing a period of certainty to CCTS and our stakeholders.

The Commission's decision was a huge vote of confidence in CCTS. And the potential implications for us are significant. The decision opens up the possibility of participation by perhaps another 500-plus service providers – mostly smaller resellers, Internet service providers, etc. This expands the availability of recourse to CCTS to many thousands more customers. It requires us to adapt to the needs of a new and different service provider population while maintaining what works well for our current participants. It is a challenge that we welcome, and one to which we are already responding.

We are pleased that the CRTC and our stakeholders see the value in the service that we offer and the way in which we offer it. And we look forward to continuing to assist consumers and providers to resolve their disputes for the next five years!

## FAST FACT

As a result of the CRTC's decision, customers of another 500-plus service providers could have recourse to CCTS.





## The Year in Review – The Rest of the Highlights of 2010-2011

### Continued Growth – Contacts, Complaints and Staff

Once again, as in every previous year in our short history, the CCTS story is one of continued growth. As an organization in the early years of its development, we have come to expect year-over-year increases in the number of communications we receive from the public (in our statistics we call them “Contacts”) as well as in the number of complaints that we receive from consumers. Prior to each year, we attempt to project the anticipated increases, and we design our staffing and budgeting around those projections. 2010-2011 was no different. But we did not anticipate the degree to which complaints would increase. As the year progressed we recognized the extent of the increases. Through a combination of internal staff reallocation and external hiring, we took the necessary steps to ensure that sufficient complaint-handling resources were available to maintain the high standard of quality and timeliness in complaint-handling activities that consumers expect of us and that we expect of ourselves.

In 2010-2011 we saw an increase of over 60% in the number of Contacts we received from the public. But the biggest increase was in the number of complaints we accepted this year, up by 114% from 2009-2010. This is the largest year-over-year increase in complaints in CCTS history. We believe that the primary reason for the increase is improved public awareness of CCTS. This has been accomplished through a combination of initiatives, including bill messages and website links that participating service providers make available to customers, as well as our outreach to consumers through various channels. In addition, both last year’s Annual Report and the CRTC hearing generated substantial coverage in traditional, online and social media.

In 2010-2011 we used a combination of staff increases and some process changes to process more complaints in a more timely manner. We fully completed 120% more complaints than we did in 2009-2010, while adding nine members to our staff complement (an increase of 47%).

**FAST  
FACT**

Number of complaints accepted by CCTS grew 114% compared to last year.

### Welcoming New Service Providers

The CRTC decision will result in participation in the CCTS process by a very large number of new service providers. Between January 26 (the date of the CRTC’s written decision) and July 31, 23 new service providers (delivering service under almost 40 brand names) signed up with CCTS. Since the 2007 CRTC order required all the largest providers to take part, it is likely that most future members will be smaller service providers. At the CRTC hearing, concern was expressed that our structure might make it too costly or too difficult for smaller companies to participate.

Our Board of Directors took a number of steps to address these concerns. It decided to cut in half the initial membership fee that small service providers have to pay. In addition, the Board changed the manner in which we collect our funding from the service providers so that the smaller members will pay a minimal Annual Fee rather than a fee based on revenues, which

### Year-Over-Year Growth

	2010-2011	YEAR- OVER-YEAR INCREASE	2009-2010	YEAR- OVER-YEAR INCREASE	2008-2009	YEAR- OVER-YEAR INCREASE	2007-2008
Contacts	<b>70,361</b>	<b>+61%</b>	43,609	+150%	17,407	+184%	6,132
Complaints	<b>8,007</b>	<b>+114%</b>	3,747	+17%	3,214	+44%	2,226
Complaints Concluded During the Year	<b>7,732</b>	<b>+120%</b>	3,522	+17%	3,003	+81%	1,662

the larger providers pay. All service providers pay an additional fee based on the number of complaints we receive from their customers.

## Complaints about Wireless Services Continue to Increase

In our very first Annual Report (2007-2008) we noted that 31% of the complaints we received were about wireless services. Each subsequent year we reported increases in the proportion of complaints related to wireless, and this year is no exception. In 2010-2011 wireless complaints made up over 62% of our complaint workload. This trend shows no sign of subsiding, reflecting the increasing availability of wireless services to Canadians, as well as the increasing complexity of those services.

**FAST  
FACT**

This year, complaints about wireless service made up 62% of our complaint workload.

## Consumer Group Director Elections

CCTS is governed by a seven-person Board of Directors, four of whom are “independent” of any ties to the telecommunications industry. Two of these four directors (Dick Gathercole and Jean Sébastien) were initially appointed by Canadian consumer groups. Their terms expired this spring and, in February, CCTS initiated a process for an election by Canadian consumer groups of two new directors.

The Board of Directors invited twelve Canadian consumer groups to participate in the process for nominating and electing these directors. Objection was taken by some consumer groups to the inclusion in the process of one particular group, which primarily represents the interests of small business customers. We had seen fit to include this group on the basis that a significant percentage of our complaints come from small business customers. The objecting groups brought an application to the CRTC asking it to stop the process and order CCTS to remove the group in question. CCTS opposed this application, and in due course the CRTC denied the application (Telecom Decision 2011-341), concluding that the process put in place was in keeping with CCTS’s By-Laws and the Commission’s prior decisions. This left CCTS free to complete the process.

The consumer groups nominated seven candidates for the two positions and after the voting took place, both Mr. Gathercole and Mr. Sébastien were re-elected.

We are grateful for the participation of the consumer groups in this process, and for their time and effort in ensuring that they are represented by highly qualified individuals at the Board.

## Case Management System Upgrade

In last year’s Annual Report, we discussed the challenges we face in providing detailed analysis of our statistics given the limitations of our current system. At that time we were negotiating with IT vendors that had responded to our Request for Proposal. During the year we selected a vendor and began rebuilding the system. We are pleased to report that the rebuild has been completed and that our staff began using the system prior to August 1.

This is an exciting development for CCTS. We expect the new system to provide not only enhanced management capability, but the ability to capture all sorts of statistical information to enable us to provide more detailed and meaningful reporting on the types of complaints we see and what they are about. The new system was in place and operational before the start of the 2011-2012 fiscal year, so all of the data that we capture in 2011-2012 will be available to us for next year’s Annual Report. A special “thank you” goes out to our IT Manager, Al Villeneuve, who managed this important project for us so successfully.

## Financial Highlights

The CCTS budget for 2010-2011 was approximately \$2.4 million, an increase of about 15% from the prior year. By effectively managing our spending, we were able to add additional unbudgeted staffing to handle the unexpectedly high increase in the number of complaints received and to keep file handling times down to reasonable levels.

Our “fixed” costs – staff salaries and benefits, rent, equipment leases and Board costs – account for roughly 80% of our budgeted expenses. In 2010-2011 we had continuing expenditures for our public awareness activities and extraordinary expenses for the rebuild of our case management system, as well as for legal advice and representation in connection with the CRTC review.



We are pleased to present our statistics for 2010-2011, provided below on an aggregate basis as well as on a provider-specific basis.

## 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.
- Contact:** A contact is any communication by a member of the public with CCTS by phone, fax, mail, email or web form, as long as the communication does not relate to a complaint that we have already accepted.
- N.B.** *A contact that escalates into a complaint is still considered a contact.*
- 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.
- 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.



### TESTIMONIAL

I would not hesitate to contact the CCTS again... I wish all my problems were handled so smoothly. — J.W., A WIRELESS CUSTOMER

## 2010-2011 Operational Statistics

The tables below show the number of complaints that we accepted this year as well as the number of times we were contacted by Canadians.

### Complaints

	2008-2009	2009-2010	2010-2011
<b>Complaints Accepted</b>	<b>3,214</b>	<b>3,747</b>	<b>8,007</b>
<i>Complaints resolved at Pre-Investigation</i>	1,968	2,297	5,203
<i>Complaints resolved at Investigation</i>	427	663	1,535
<b>Total Complaints Resolved</b>	<b>2,395</b>	<b>2,960</b>	<b>6,738</b>
<i>Complaints closed at Pre-Investigation</i>	239	225	288
<i>Complaints closed at Investigation</i>	321	312	646
<b>Total Complaints Closed</b>	<b>560</b>	<b>537</b>	<b>934</b>
<i>Recommendations issued</i>	<b>48</b>	<b>25</b>	<b>60</b>
<i>Decisions issued*</i>	6	4	10
<b>Complaints Concluded</b>	<b>3,003</b>	<b>3,522</b>	<b>7,732</b>

\* A Decision is only issued after a Recommendation is issued and rejected by one of the parties. Thus the "Number of Decisions issued" is not included in the "Total Complaints Closed" as these complaints are accounted for in the "Number of Recommendations Issued."

### FAST FACT

Over 87% of complaints concluded this year were resolved to the mutual satisfaction of both consumers and their service providers.



## Contacts

This year, we were contacted by phone or in writing by Canadians over 70,000 times. These tables show the number of Contacts received (with comparative numbers for prior years) and provide information on the nature of the Contacts received in 2010-2011.

	2008-2009	2009-2010	2010-2011
<b>Contacts</b>	<b>17,407</b>	<b>43,609</b>	<b>70,361</b>

## Nature of Contacts in 2010-2011

<b>Complaint-Related Contacts</b>	<b>31,237</b>
Complaints accepted	8,007
Other complaint-related contacts <sup>1</sup>	18,090
Out-of-mandate complaints about participating providers	4,420
Out-of-mandate complaints about non-participating providers <sup>2</sup>	720
<b>Non-Complaint Related Contacts</b>	<b>39,124</b>
General Inquiries – CCTS	4,116
General Inquiries – Service providers and other organizations <sup>3</sup>	35,008
<b>TOTAL</b>	<b>70,361</b>

### FAST FACT

The number of out-of-mandate complaints received fell by over 53% compared to last year.

<sup>1</sup> Communications from customers about complaints they have filed or wish to file.

<sup>2</sup> Prior to January 26th, 2011, all complaints about non-participating providers were out-of-mandate. Please see page 39 for full details.

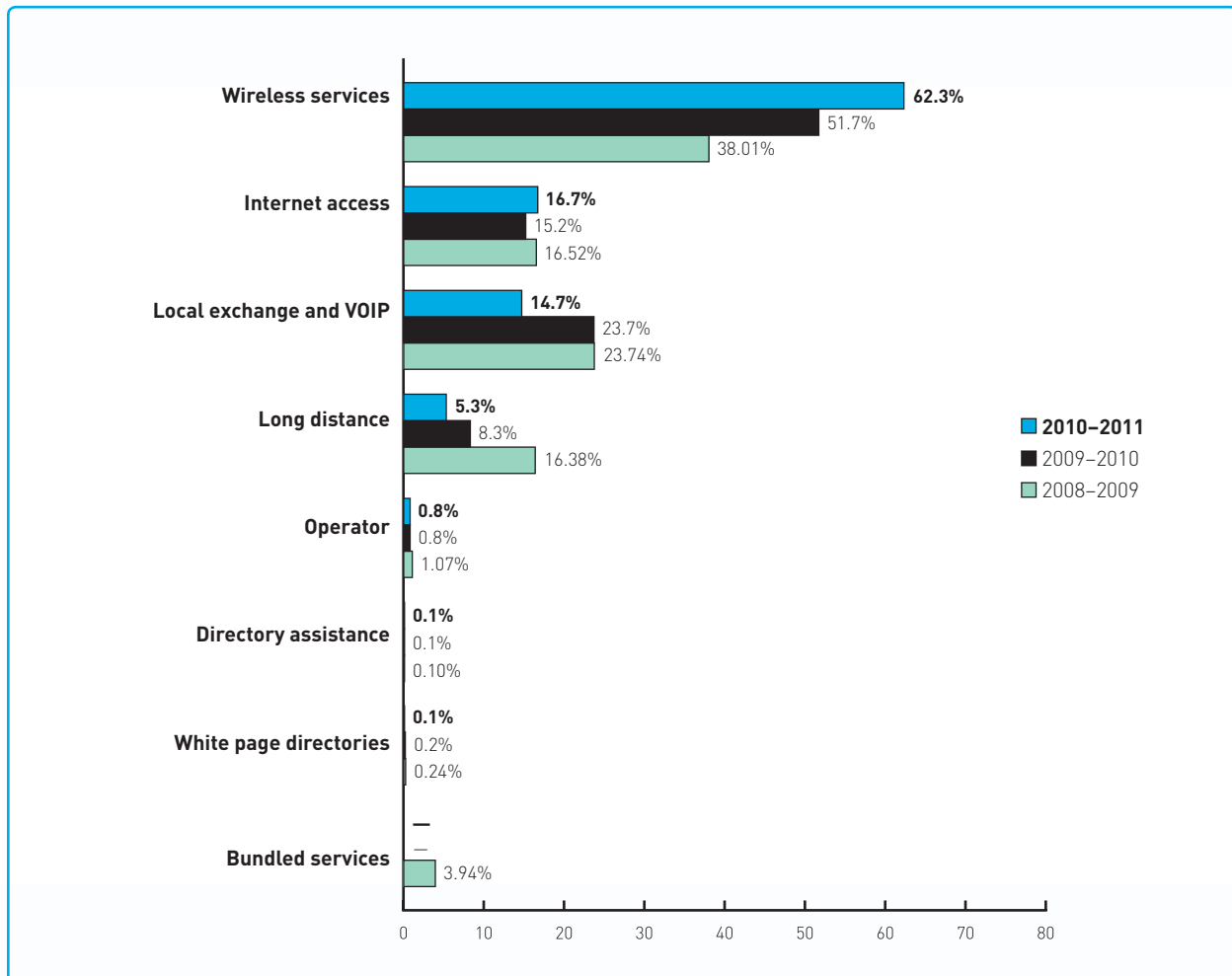
<sup>3</sup> Questions from customers about their service providers or about other organizations (e.g. CRTC, Better Business Bureau, Competition Bureau, Canadian Anti-Fraud Centre, National Do Not Call List, etc.).

## Complaint Statistics in Detail

In 2010-2011 we received 8,007 complaints from consumer and small business customers. The following sections provide detailed information about these complaints.

### Complaints by Type of Service

For the second year in a row, there were more complaints about wireless services than there were for all other types of complaints combined.

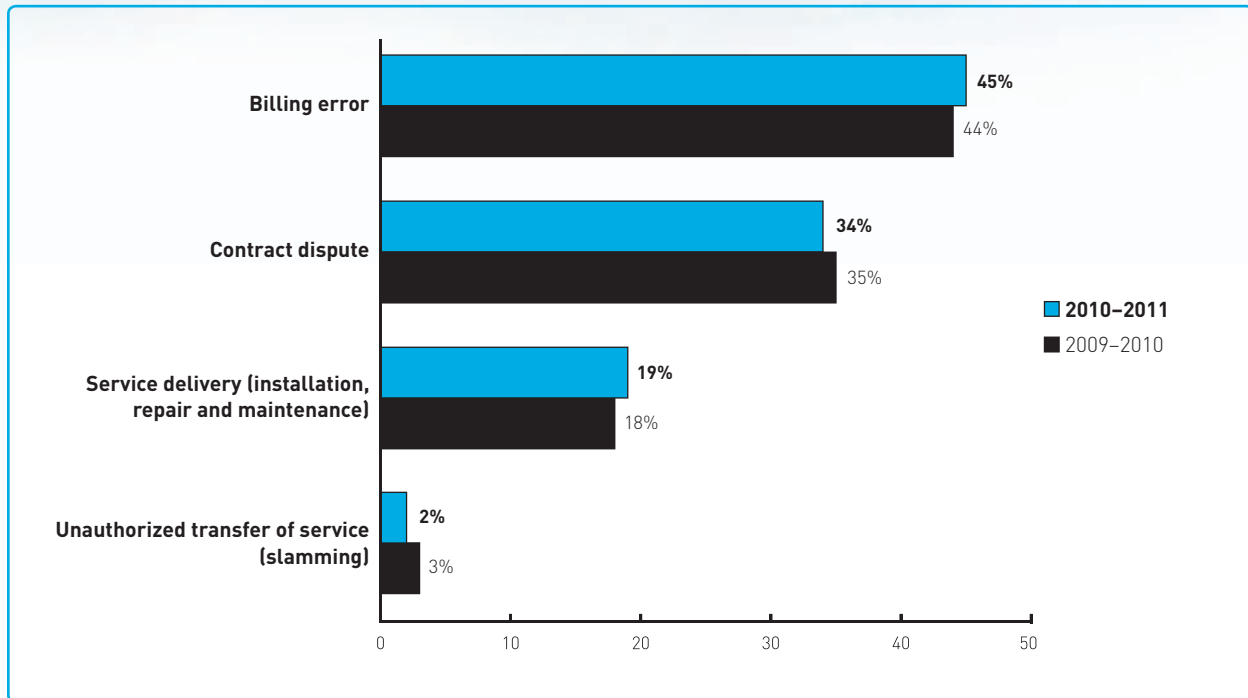


#### TESTIMONIAL

I was exceptionally happy with the speed that it took to reach a resolution and the fact that there was an impartial party that could become involved. — C.P., A WIRELESS CUSTOMER

## Nature of Complaints

Similar to last year, almost 80% of the complaints that we accepted in 2010-2011 were either about a contract dispute or a billing error.



### TESTIMONIAL

I was thoroughly impressed with CCTS from beginning to end ... thanks for being there when I needed you! — C.G., AN INTERNET CUSTOMER



Provider	Percentage of all Complaints	Complaints Opened	Pre- Investigations		Investigations		Recommendations		Decisions		
			Resolved	Closed	Resolved	Closed	Recommendations Issued	Recommendations Rejected	Decisions Issued	Decisions Accepted	Decisions Rejected
Can-net Telecom		00	0	0	0	0	0	0	0	0	0
Canopco	0.20	16	3	2	14	1	0	0	0	0	0
Caztel	0.02	2	0	0	1	1	0	0	0	0	0
CD Tel	0.01	1	1	0	0	0	0	0	0	0	0
Cellfone		00	0	0	0	0	0	0	0	0	0
Chatr Wireless	0.05	4	2	0	2	0	0	0	0	0	0
Cheetah		00	0	0	0	0	0	0	0	0	0
CIK Telecom Inc.	0.05	4	1	0	0	1	0	0	0	0	0
Cityfone	0.06	5	3	0	1	1	0	0	0	0	0
Coast Cable		00	0	0	0	0	0	0	0	0	0
Cogeco	0.56	46	32	2	6	2	0	0	0	0	0
Cogeco Data Services		00	0	0	0	0	0	0	0	0	0
Cogeco Québec	0.04	3	0	1	1	0	0	0	0	0	0
Cogent Canada		00	0	0	0	0	0	0	0	0	0
Comwave	0.27	22	6	0	0	1	0	0	0	0	0
Contact Internet		00	0	0	0	0	0	0	0	0	0
Cybersurf Internet Access		00	0	0	4	0	0	0	0	0	0
Delta Cable		00	0	0	1	0	0	0	0	0	0
Distributel Communications	0.34	28	16	0	9	2	0	0	0	0	0
Dryden Mobility		00	0	0	0	0	0	0	0	0	0
Eastlink	0.24	19	10	3	4	2	1	0	0	0	0
ENMAX	0.01	1	0	1	0	0	0	0	0	0	0
Envision		00	0	0	0	0	0	0	0	0	0
ExaTEL Inc.		00	0	0	0	0	0	0	0	0	0
Execulink	0.01	1	1	0	0	0	0	0	0	0	0
Fibernetics	0.01	1	0	0	0	0	0	0	0	0	0
Fibernetics Business Services	0	0	0	0	0	0	0	0	0	0	0
Fido	8.21	657	499	12	58	25	6	4	4	2	2
FreePhoneLine.ca		00	0	0	0	0	0	0	0	0	0
Galilée		00	0	0	0	0	0	0	0	0	0
Global Crossing Telecommunications Canada Ltd.	0	0	0	0	0	0	0	0	0	0	0
Globalive Communications Corp.		00	0	0	0	0	0	0	0	0	0
Globalstar	0.01	1	0	0	0	1	0	0	0	0	0
Group of Gold Line	0.01	1	0	1	1	0	0	0	0	0	0
Halifax Cablevision Ltd.		00	0	0	0	0	0	0	0	0	0
Juno		00	0	0	0	0	0	0	0	0	0
K-Right Communications Inc.		00	0	0	0	0	0	0	0	0	0
Koodo	1.60	129	79	6	18	7	0	0	0	0	0

Provider	Percentage of all Complaints	Complaints Opened	Resolved	Closed	Resolved	Closed	Recommendations Issued	Recommendations Rejected	Decisions Issued	Decisions Accepted	Decisions Rejected
			Pre- Investigations	Investigations	Recommendations	Decisions					
Le pigeon voyageur		00	0	0	0	0	0	0	0	0	0
LooneyCall		00	0	0	0	0	0	0	0	0	0
LuckyCall		00	0	0	0	0	0	0	0	0	0
MCI Canada		00	0	0	0	0	0	0	0	0	0
Mobilicity	0.27	23	10	0	6	1	0	0	0	0	0
Mountain Cablevision Limited	0	0	0	0	0	0	0	0	0	0	0
MTS Allstream Inc.	0.90	72	47	11	6	2	1	0	0	0	0
Netfone	0.01	1	0	0	0	0	0	0	0	0	0
Net Reach	0	0	0	0	0	0	0	0	0	0	0
NetRevolution	0	0	0	0	0	0	0	0	0	0	0
NetZero	0.01	1	0	0	1	0	0	0	0	0	0
Northern Tel	0.06	5	2	0	1	2	0	0	0	0	0
Northwestel	0.05	4	0	1	3	1	0	0	0	0	0
NuEra Telecom	0.01	1	0	0	0	0	0	0	0	0	0
OneConnect Services Inc.	0.01	1	1	0	0	0	0	0	0	0	0
OnlineTel		00	0	0	0	0	0	0	0	0	0
Ontarioeast.Net	0.01	1	1	0	0	0	0	0	0	0	0
Ontera	0.04	3	3	1	1	1	0	0	0	0	0
Opcom Hospitality Solutions Inc.		00	0	0	0	0	0	0	0	0	0
Oricom Internet	0.01	1	0	0	0	0	0	0	0	0	0
People's Tel GP Inc.		00	0	0	0	0	0	0	0	0	0
Persona Communications		00	0	0	0	0	0	0	0	0	0
Phonetime		00	0	0	0	0	0	0	0	0	0
Portal One Inc.		00	0	0	0	0	0	0	0	0	0
Premiere Conferencing Canada Ltd.		00	0	0	0	0	0	0	0	0	0
Premiere Global Services		00	0	0	0	0	0	0	0	0	0
Primus	2.58	207	171	1	23	5	0	0	0	0	0
Public Mobile	0.04	3	2	0	1	0	0	0	0	0	0
Pulse Telecom	0.02	2	1	0	0	0	0	0	0	0	0
Quinte Long Distance		00	0	0	0	0	0	0	0	0	0
RadioActif	0.01	1	1	0	0	0	0	0	0	0	0
Rocler Technologies		00	0	0	0	0	0	0	0	0	0
Rogers Communications Inc.	16.92	1,355	734	48	401	103	11	1	1	0	1
Sasktel	0.38	31	19	2	3	2	0	0	0	0	0
Sears Connect	0.06	5	0	0	1	0	0	0	0	0	0
SecureNet Information Services Inc.	0.01	1	0	0	0	0	0	0	0	0	0
Selectcom Telecom	0.01	1	1	0	0	0	0	0	0	0	0
Shaw	0.72	58	28	3	13	2	0	0	0	0	0

Provider	Percentage of all Complaints	Complaints Opened	Resolved	Closed	Resolved	Closed	Recommendations Issued	Recommendations Rejected	Decisions Issued	Decisions Accepted	Decisions Rejected
			Pre-Investigations		Investigations		Recommendations		Decisions		
Simcoe County Long Distance		00	0	0	0	0	0	0	0	0	0
Sogetel	0.01	1	1	0	0	1	0	0	0	0	0
Solo	2.81	226	159	8	19	12	1	0	0	0	0
Speak Telecom		00	0	0	0	0	0	0	0	0	0
Startec	0.43	35	25	0	9	2	0	0	0	0	0
Straight of Canso Cable T.V. Ltd.		00	0	0	0	0	0	0	0	0	0
Switchworks Technologies Inc.	0.01	1	1	0	0	0	0	0	0	0	0
Tata Communications		00	0	0	0	0	0	0	0	0	0
TBayTel	0.10	8	4	1	1	1	0	0	0	0	0
TekSavvy Solutions Inc.	0.17	14	5	0	2	0	0	0	0	0	0
Télébec	0.25	21	17	0	3	1	0	0	0	0	0
Telehop	0.16	14	10	0	3	1	0	0	0	0	0
Telizon		00	0	0	0	0	1	0	0	0	0
TELUS Communications Company	17.32	1,387	1,149	48	162	71	4	0	0	0	0
TeraGo Networks Inc.	0.02	2	1	0	0	1	0	0	0	0	0
Transvision Cookshire	0	0	0	0	0	0	0	0	0	0	0
Uniserve	0.05	4	0	0	1	1	0	0	0	0	0
Vancouver Telephone Company		00	0	0	0	0	0	0	0	0	0
Velcom	0.02	2	0	0	1	0	0	0	0	0	0
Verizon	0.02	2	0	1	0	0	0	0	0	0	0
Vianet Internet Solutions	0.04	3	1	0	1	1	0	0	0	0	0
Videotron GP	1.91	153	101	1	33	11	1	0	0	0	0
VIF Internet	0.02	2	1	0	0	0	0	0	0	0	0
Virgin Mobile Canada	7.95	637	364	25	177	47	12	1	1	0	1
Vonage Canada Corporation	0.40	32	12	0	10	3	0	0	0	0	0
Westnet		00	0	0	0	0	0	0	0	0	0
Win-tel	0.01	1	0	1	0	0	0	0	0	0	0
Wind Mobile	1.07	86	44	0	10	5	0	0	0	0	0
Worldline	0.00	0	0	0	0	0	0	0	0	0	0
Xplornet Internet Services	0.17	15	4	0	1	1	0	0	0	0	0
Yak Communications Corp.	0.20	16	1	2	11	2	0	0	0	0	0
<b>TOTAL</b>	<b>100</b>	<b>8,007</b>	<b>5,203</b>	<b>288</b>	<b>1,535</b>	<b>646</b>	<b>60</b>	<b>10</b>	<b>10</b>	<b>2</b>	<b>8</b>

## Complaints by Province and Territory (2010-2011)

This table shows the proportion of complaints received in 2010-2011 by province.

	COMPLAINTS		POPULATION <sup>4</sup>	
	Number	Percentage	Population	Percentage
Alberta	696	8.7%	3,720.9	10.9%
British Columbia	1,174	14.7%	4,531.0	13.3%
Manitoba	180	2.2%	1,235.4	3.6%
New Brunswick	97	1.2%	751.8	2.2%
Newfoundland and Labrador	81	1.0%	509.7	1.5%
Northwest Territories	4	0.0%	43.8	0.1%
Nova Scotia	149	1.9%	942.5	2.8%
Nunavut	4	0.0%	33.2	0.1%
Ontario	3,314	41.4%	13,210.7	38.7%
Prince Edward Island	20	0.2%	142.3	0.4%
Quebec	2,198	27.5%	7,907.4	23.2%
Saskatchewan	84	1.0%	1,045.6	3.1%
Yukon	6	0.1%	34.5	0.1%
<b>TOTAL</b>	<b>8,007</b>	<b>100.0%</b>	<b>34,108.8</b>	<b>100.0%</b>

<sup>4</sup> 2010 Canadian population according to Statistics Canada as of July 1. Numbers are measured in thousands of persons. Canada, Statistics Canada, Population by year, by province and territory (Ottawa, CANSIM, 2010) at <http://www40.statcan.gc.ca/l01/cst01/demo02a-eng.htm>.



### TESTIMONIAL

Your office was spectacular in its fairness and objectivity. — C.G., A LONG DISTANCE CUSTOMER





## Topics and Trends

### i. Understanding and Measuring Data Usage

This year, we heard from many Internet users who complained about charges they incurred for using more data than available under their monthly plan. In some cases, customers did not understand the amount of data they were using. In other cases, they did not believe they had used the amount of data for which they had been billed, and believed that the tool used by the service provider to capture the amount of data being used was inaccurate.

#### “I didn’t understand how much data I was using.”

Some customers told us that they were not aware that they had consumed the amount of data recorded by their service provider as they did not understand what exactly a megabyte or gigabyte represented, nor did they understand how much data is typically consumed when sending emails, web surfing or downloading content from the Internet.

There are many things that customers can do to both monitor the amount of data they are using and educate themselves about the amount of data typically used by various kinds of Internet usage. Most participating service providers have tools that allow customers to monitor their data usage. These tools are often accessible directly through the provider’s website, where usage can be viewed on a daily basis. There are also many third-party applications available to consumers to monitor their Internet usage. For customers using mobile devices to access the Internet, monitoring tools are often available as applications that can be downloaded directly on the device. While these applications may not replicate the exact usage recorded by the TSP, they will give a general idea of the amount of data used. Some providers will even send emails or

other alerts to customers when they are approaching their data usage limit. In addition, many providers make information available to customers through various means, to attempt to explain how much data is used by typical types of activity. Unfortunately, given that users’ circumstances differ, this information is very general in nature.

In reviewing these types of complaints, we found that many customers were not aware of the amount of data included in their monthly plan. Others were confused and did not realize the amount of data they were using in the course of the month. These customers might well have avoided the additional data charges by informing themselves about the data usage limitations of their plan and by monitoring their data usage regularly. This way, even customers who did not understand what a megabyte or gigabyte represents might have ensured that they did not exceed their data usage allowance.

In addition, many customers have a limited understanding of how their devices use data. For example, in some of our investigations we determined that a substantial amount of the customer’s data usage was caused by applications working in the background, with the customer having no idea that these applications were regularly conducting operations that consumed significant amounts of data. We therefore **strongly encourage** customers to make sure they understand the data usage properties of the applications installed on their devices. We further encourage them to take advantage of the tools that exist and to monitor their usage on a regular basis. We also **strongly urge** providers to make customers better aware of the existence of these tools and to tell them how to access and use them.

#### FAST FACT

Most service providers have tools you can use to track your Internet data usage.

## 1 Case Study #1

The customer was receiving Internet service from a participating service provider that permitted the customer to use 25 GB of data each month. A few months after subscribing for the service, the customer began downloading movies and songs from the Internet. By his estimate, he downloaded approximately 100 movies and 300 songs during the month, in addition to web surfing, emailing and other activities. He later received a bill of about \$250 for additional data usage not included in his plan.

The customer's complaint was that he should not have to pay the bill as he did not realize that downloading movies and songs from the Internet would consume such a large amount of data. During the course of our investigation, we found that the customer's service provider had an online tool by which customers can check to see how much data they have used. However, the customer claims that he was not made aware of the existence of this tool. We concluded that it was the customer's responsibility to monitor his usage, in particular given the significant change in the nature of his use. This is particularly important in cases such as this where the customer was unsure of how much data he was using when downloading movies and songs. Thus we did not recommend that the service provider waive the charges.

**Customers need to be diligent in monitoring their data usage if they wish to ensure that they do not consume more data than is available under their plan.**

### **"I did not use the data recorded by my Service Provider."**

Some customers questioned the accuracy of the tool used by their service provider to capture the amount of data they used. These customers had been advised by their providers that they had consumed a very large amount of data, an amount that was much higher than what they normally consumed. They were therefore billed additional charges which, in some cases, amounted to thousands of dollars.

These customers categorically denied having used the additional data recorded by the provider's system. They stated that they were well aware of how much data they used in a normal month and the usual associated cost. Since they continued to use the Internet in the same way

and with the same frequency as they had previously, it was impossible for them to have consumed the amount of data being claimed by the provider. The providers, however, relied on their system tools which they said accurately measure a customer's data usage.

These types of complaints have been challenging for us to investigate. Service providers tell us that their tools are accurate and reliable and that the amount of data recorded as having been used by an individual customer is correct. They often provide us with screen shots from their systems, demonstrating that the system did indeed record the amount of data for which they have billed the customer. Absent any tangible evidence to suggest that there is a problem with the manner in which the service providers' tools are measuring data usage, we too have little choice but to rely on the accuracy and integrity of the system-measured data usage. To date we have never concluded a complaint with a finding that the provider's system tool was inaccurate. But consumers tell us that they are frustrated and unhappy about being expected to simply accept the accuracy of the data as reported by the service provider. We know that no electronic system is foolproof, and we are aware that one provider admitted an inaccuracy in the way its system billed data usage to a small portion of its customer base.

In other contexts where consumers are making purchases of a product sold in units, or that has to be measured, consumer is able to verify the accuracy of the measurement, more or less, based on their personal experiences. For example, consumers have a sense of what a pound, kilogram or litre represents. In addition, standardized measurement tools (for example, in gas pumps or on weight scales) are available to support the transaction. This allows customers to have confidence that they are actually receiving what they are paying for.

This also applies to other telecom services. When a customer makes a long distance call, he is billed by the minute (or the second). Customers generally have a sense of how long that is and can assess the amount they are billed for the long distance call in light of that experience (and their phone probably also measures the length of the call!). Unfortunately, customers cannot rely in the same way on their own experience to measure a megabyte or gigabyte as they do a pound, kilogram or litre, since data is not a tangible product.

We therefore **encourage** the industry to take all steps available to it to increase consumer confidence in the accuracy of its data measurements. We are informed that, for technical reasons, it may not now be possible to standardize the way in which data usage is measured.

However, it may be possible for service providers to add transparency to the process. For example, perhaps regular independent audits of network data measurement to verify the accuracy of the system and the billings that flow from it, made available publicly, would serve to promote consumer confidence in this increasingly important field.

## 2 Case Study #2

The customer was a long-time Internet subscriber whose monthly bill was around \$40 per month. One month she received a bill for over \$1,000 and was told that it was because she had used more data than her Internet plan permitted. The customer did not believe that she had used the amount of data that her provider claimed, because she unplugs her modem during the night and when she is away from home and she had not changed the way she used the service: to send and receive emails and to surf web pages. Since she continued to use the service in the exact same way and with the same frequency, the customer believed that the amount of data used should also be the same as it was every month.

The customer complained to her service provider and requested that it demonstrate to her what the additional data was specifically used for since she believed that her data usage had not been accurately measured. Her provider allegedly told her that she must have downloaded movies and songs (which the customer denied) and that it was not willing to remove the charges from her account.

The service provider was unable to demonstrate what exactly the customer had done to incur such additional data usage. It simply informed us that its data usage tracking tool had recorded the use of the amount of data billed to the customer. During our investigation we found that the data used during the month in dispute was extremely high and greatly inconsistent with the customer's usage pattern over the previous twelve months. Following discussions with the service provider, we were able to informally resolve the complaint as the service provider agreed to credit the charges in dispute.

Despite the existence of third-party data measurement tools, it is challenging for customers to confirm their data usage with precision. As such, when they suspect an error, they cannot confirm that the amount for which they are being billed is correct.

**We do not believe that it is appropriate that customers should have to simply accept a provider's assertion about the amount of data used.**

## 3 Case Study #3

The customer subscribed to a data plan for a mobile Internet stick that allowed him to use 500 MB of data per month. When he received a bill for over \$3,000, the customer disputed the charges with his provider, stating that he did not use the amount of data that it had billed to him. When he complained to the provider, it informed him that its system had indicated that he had used this data and was therefore billed accordingly.

During the course of our investigation, we found that this customer had regularly surpassed his data usage allotment of 500 MB, often by over 700%. On average, we found that the customer had used about 4,200 MB of data per month for the three months leading up to the month in dispute at which point he had consumed roughly 60,000 MB, or about 59 GB. The service provider was also able to demonstrate that the data was used through an Internet stick that had the same serial number as the customer's Internet stick. Although the customer was still not able to independently verify his data usage, we believed that based on the evidence presented to us, it was likely that he did use the data for which he was billed. With the existence of a better method for customers to independently verify their usage, it is likely that this dispute would never have arisen, or might have been resolved at a very early stage, without the need for involvement by CCTS.

When faced with these types of disputes, many service providers advise their customers that the billing is accurate.

**Providing objective support of the accuracy of the billing and the underlying measurements would be far preferable to expecting customers to simply accept that it is so.**

Although in this case CCTS was able to get a good sense of whether or not the billed data was actually consumed by the customer, it would have been better to also be able to rely on, for example, an independent audit as to the accuracy of the tool.

## ii. Working with Service Providers to Improve Process and Resolve Complaints

The CCTS dispute resolution process operates in the best interests of all stakeholders when each understands what is expected of them and makes their best efforts to cooperate. Last year, we saw an increasing trend in which participating service providers did not fully cooperate with our complaint-handling process. Among the various examples are:

### Not Providing Full and Complete Responses to Complaints

When we accept a complaint, we send it to the service provider, which has thirty days to attempt to resolve it with the customer and to report back to us, with a copy to the customer. If the complaint remains unresolved, our Procedural Code requires that the service provider submit a detailed response to the allegations contained in the complaint and to provide us with all relevant information and documentation associated with the complaint. Unfortunately, many service providers have not been meeting these requirements.

Section 6.6 of our Procedural Code states that a participating service provider *"...shall provide a full and complete written response to the allegations made in the complaint, and shall also provide copies of all documents in its possession that are relevant to the complaint."* Some providers do not submit a response by the deadline; others fail to copy the customer, as is required. Some providers fail to address all of the allegations contained in the complaint. Others address all of the allegations contained in the complaint but neglect to provide the documentation to support their response to the allegations. For example, a customer disputed his provider's assertion that he had agreed to obtain service under a fixed-term contract. The provider informed us in its response that the customer had actually signed a contract, but neglected to provide us with a copy of the signed contract. Or, a customer alleged that he was only supposed to pay \$50 per month for service but was being billed \$60 per month. The service provider informed us that its call notes indicate that the rate was to be \$60 and that it had confirmed this by listening to the recorded call, but neglected to provide us with a copy of the call note or of the recorded call. In our 2010-2011 fiscal year,

almost 12% of all the complaints that were escalated to our Investigation level were escalated only because the service provider either did not provide a response (either by the deadline or at all), or its response was insufficiently detailed, thus requiring an investigation. This is surprising given that it is the service providers that bear the additional costs associated with this extra work by CCTS.

This conduct is inconsistent with the providers' obligations under the Procedural Code. The result is that complaints may be investigated unnecessarily; CCTS is forced to reach out to the provider to request information and documentation that ought to have already been provided; the total time required to conclude the complaint increases substantially; and the cost of CCTS operations increases.

### Delays in Responding to CCTS Staff

We have also found that providers do not always communicate with us in a timely manner. While delays can and do occur, we feel a responsibility to push providers to provide timely responses, as undue delays can prevent us from handling customer complaints in a reasonable amount of time. We strongly recommend to service providers that they ensure that they provide adequate resources to this function, as well as instructing their employees to respond to CCTS inquiries without delay, as the requested information is required in order to investigate and dispose of the complaint. If requested information is not received expeditiously, CCTS will have no choice but to conclude that the information requested does not exist and will proceed to dispose of the complaint based on the facts and information that have been made available to us at the time.

The case studies that follow provide examples of some complaints that we were required to investigate this year. These complaints could likely have been resolved without the requirement of an investigation had the service providers cooperated more fully with our complaint-handling process.



#### TESTIMONIAL

The service provider was challenging to work with and CCTS went the distance, ensuring the provider followed through on its commitments to me. — A.S., A WIRELESS CUSTOMER

#### 4 Case Study #4

The customer made a complaint to CCTS after having been told by her service provider that she would have to pay early termination fees (ETF) if she wanted to cancel her service since it was being provided under a fixed-term contract. The customer denied ever having agreed to a fixed-term contract.

In its response to the complaint, the service provider informed us that the customer had agreed to receive her service under a contract and that as such, she was responsible for paying the ETF should she decide to cancel her service prior to the contract's termination date. The provider failed, however, to demonstrate how the customer had consented to the contract or provide any information about the details of the alleged contract. It did not provide us with a copy of a signed contract, a call note or any other evidence showing that the customer had agreed to a contract. As such, we recommended that the customer be allowed to terminate her service without having to pay ETF.

We repeat that if a participating service provider wishes to enforce its contractual rights, it must first be able to demonstrate the specific details of the contract, that the customer had agreed to it, and that it is not ambiguous.

#### 5 Case Study #5

The customer informed CCTS that her business telephone service had been disconnected without notice. She had been unable to receive calls from her customers for a couple of hours. Although her service was reconnected, she proceeded to transfer it to another service provider as she was no longer interested in doing business with her old provider.

When we accepted the complaint and sent it to the service provider to resolve, the provider failed to respond to us in the 30-day period provided by our Procedural Code. We specifically informed the provider that we were proceeding with the investigation of the complaint and asked it to respond to the customer's allegation that her service was disconnected without notice, yet it again failed to reply. As such, we were unable to conclude that the provider had reasonably met its obligations toward its customer. We therefore recommended that the customer be provided with monetary compensation for her inconvenience. The service provider agreed to pay it.

We find it rather surprising that some providers continue not to respond, or to submit late or incomplete

**If participating service providers fail to respond to CCTS's investigative inquiries, we will have no choice but to rely on the evidence that is available to us, which may only be the material provided by the customer.**

responses, as we have made numerous efforts over the last couple of years to explain and remind them of their obligations, including individual telephone calls in January 2009, a written communication to all providers in June 2010, another written communication in November 2010, and yet a third written communication in January 2011.

### Penalizing Customers for Complaining to CCTS

One provider decided as a matter of policy that it would disconnect any customer who complained to CCTS. In one case, it actually disconnected a customer who had filed a complaint with us, and wrote her a letter telling her that it did so solely because she had made a complaint to CCTS. We had to intervene to explain to the provider (one of our newer participating providers) that while it is allowed to disconnect a customer when authorized to do so by its Terms of Service, disconnecting customers as punishment for complaining to CCTS is outrageous and will not be tolerated. The provider agreed to discontinue doing so. Other providers have threatened to take other measures to punish customers for complaining to CCTS, such as threatening to charge them additional fees. We have made it clear and will continue to make it clear to participating service providers that they are not permitted to penalize their customers because they have made a complaint to CCTS.

For the 2011-2012 fiscal year, we anticipate reaching out again to the participating service providers, and particularly to the newer participants, to impress upon them the importance of submitting timely, complete responses together with appropriate supporting documentation. We anticipate providing them with additional written materials and training on how to properly respond to CCTS complaints. We trust that all participating service providers will be receptive to these additional efforts and that they will assist in obtaining improved compliance with these service provider obligations.

### iii. Signing up new Service Providers

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

Between the issuance of TRP 2011-46 on January 26, 2011 and the end of our fiscal year, CCTS has signed up approximately 23 new participating service providers, which offer service under almost 40 brand names. The large majority of these providers have joined CCTS without delay. However, a small number of providers about whom we have received complaints have refused to join CCTS despite their obligation to do so.

When a service provider refuses to join, we bring the matter to the attention of the CRTC. It is the CRTC that has the regulatory authority to enforce its decision about service provider participation in CCTS. As a result of these referrals and the cooperation between the CRTC and CCTS, a number of service providers that initially failed to join CCTS have been subsequently brought into the organization. At this date there is just one service provider about which we have received complaints, that has declined to participate. The CRTC is dealing directly with this provider to ensure that it complies with the CRTC decision.

We will continue to work with the CRTC to address any issues like this as they arise.

### iv. Following Up – An Update on Prior Years’ Topics and Trends

CCTS continues to receive complaints from customers about certain topics that were discussed in Annual Reports from previous years. As such, we wanted to follow up on these topics.

#### Impediments to Number Portability Process

In last year’s Annual Report, we discussed complaints that we had received from customers who had transferred/ported their telephone number to a new provider but were subsequently charged by both their new provider and their old provider for service during the same period of time. We had found that many service providers required their customers to provide 30 days’ notice to cancel service. If they simply transferred their service to a new provider without giving 30 days’ notice to their current provider, they would be billed for an additional thirty days of service. However, if they did provide the notice (in order to avoid being charged an additional 30 days), their service would be disconnected at the end of the notice period and therefore could not be transferred to a new provider, as the number must remain active in order to be transferred. Thus customers felt that they had to choose between having their numbers transferred to a new provider but paying both providers for the first month of service, or providing the 30 days’ notice to the old provider and therefore only having to pay one provider but then losing the ability to transfer the number to a new provider.

Given that transferring phone numbers is not supposed to be inconvenient or costly, we had urged the industry to find a solution to this problem, such as informing customers of their ability to “future date” by 30 days their request to transfer their number.

**FAST  
FACT**

Some service providers require 30 days’ notice to transfer your number to another provider.

We understand that industry guidelines expressly permit the future-dating of porting requests, and we have heard anecdotally that one or more providers may now be permitting the future-dating of porting orders, and that some providers are also looking into other solutions to this issue. However, we continue to receive complaints from customers who are required to choose between paying both providers for the same service, or transferring their number to a new provider. Our mandate does not permit us to order participating service providers to change their Terms of Service and remove the requirement to provide the 30 days’ notice – although service providers are free to do so if they choose.

The issue seems to be that although industry guidelines permit future-dating of porting requests, this option is not being offered to customers as a matter of course by most providers. We remind service providers of

the policy objective – to permit transfers of service without undue inconvenience or cost – and we repeat our recommendation to the industry that it put in place whatever solutions are available to it so as to ensure that these policy objectives are met.

## Long Distance Toll Fraud through PBX Telephone Systems

In our 2008-2009 Annual Report, we discussed complaints we had received from small business customers whose Private Branch Exchange (PBX) telephone equipment had been breached by hackers. These customers subsequently received invoices in the thousands and hundreds of thousands of dollars for long distance calls fraudulently made by the third party who had breached their system. We found that in most cases, service providers did not install or sell the PBX equipment to the customer and did not have a contractual obligation to ensure its security. In most cases, service providers waived significant portions of the charges, leaving the customer to pay only for those charges that the provider itself stated that it was required to remit to the international carriers on whose networks the calls were made. To their credit, most service providers made it clear that they did not wish to profit from frauds carried out against their customers.

Although we did not receive many of these types of complaints in 2009-2010, we began seeing a resurgence of these complaints in 2010-2011. So we thought it appropriate to remind small-business customers of the advice that we gave in our 2008-2009 Annual Report.

Most small businesses would benefit from contacting a system security expert for advice on the steps that can be taken to protect any particular system based on its configuration. Among other things, customers may be advised to:

- change log-ins and passwords from the factory default settings and replace them with new, secure ones that are changed regularly;
- consider how important “call-through” functionality is to their business. It is frequently a hacker’s window into the PBX system. If it’s not needed, it can be disabled;
- regularly review long distance bills so that any irregularities are found immediately; and
- notify both their service provider and security system provider of any suspicious activity.

The customer’s obligations with regard to the payment of charges resulting from fraudulent long distance calls can normally be found in the contract and/or the service provider’s Terms of Service. We have found that in almost all cases, the provider’s Terms of Service state that the customer is responsible for all calls made through their line, regardless of who made them.

Voice mail hacking continues to be used to defraud both customers and providers. A few minutes of thinking about the security configuration of a PBX system will be time well spent and could help to avoid these situations.

**FAST  
FACT**

**Small business customers should consider contacting an expert to ensure the security of their PBX systems.**

## Understanding Your Contract

For the third year in a row, CCTS received numerous complaints in which customers denied having agreed to receive service under a fixed-term contract, or in which customers and providers disputed an element of a contract or disagreed on the interpretation of a contractual provision.

In last year’s Annual Report, we informed participating service providers that if they intended on enforcing their Terms of Service, they would have to demonstrate that the customer was provided with the details of the contract, including the associated Terms of Service, and that the customer agreed to be bound by them. We told customers that they must be diligent in reviewing the Terms of Service prior to agreeing to a contract because the associated Terms of Service would be enforced if we found that the customer had indeed agreed to be bound by them. We also told service providers that the Terms of Service must be clear and that if they were ambiguous, the ambiguity would be interpreted against the provider.

This year we continued to see many complaints in which the service provider claimed that it was providing service under a fixed-term contract, and the customer disputed the existence of such a contract. We continue to use the same approach in resolving these complaints: if the provider can demonstrate that the customer did indeed agree to obtain service under a clearly-written contract, it is free to enforce the associated contractual provisions.

We have also been required to look into many complaints this year in which the dispute centered on the interpretation of a particular clause in the provider's Terms of Service that was ambiguous or that did not fully disclose material information. Here too, we have continued to use the same approach as in the past – if we find that the disputed provision is ambiguous, it will likely be interpreted against the provider. Below are examples of some of the complaints of this type that we saw this year.

### 6 Case Study #6

The customer's business telephone system had been breached by a third party who then used it to make long distance calls for which the customer was billed. The charges totaled over \$20,000 when the customer's normal monthly long distance bill was under \$5. Although we found that it was likely that the breach had occurred through the customer's own equipment and not the service provider's network, the outcome of the dispute turned on the interpretation of the provider's Terms of Service and the provisions thereof meant to establish the liability for these long distance calls.

We examined the Terms of Service that governed the parties and were struck by the difference between the provider's Consumer Terms of Service and the Business Terms. While the provider's Terms of Service for its business customers clearly show that the provider had no contractual obligation to secure the customer's telephone equipment or to monitor long distance calling activity for the customer's benefit, they were unclear as to the customer's liability for charges incurred as the result of unauthorized use of the service. The parties agreed that these calls were unauthorized.

It was completely clear in the provider's Consumer Terms of Service that consumers are responsible for all calls to or from their telephones, without exception and regardless of who actually made the calls. However, the provider's Business Terms of Service made business customers liable for the use of the service by the customer and by any "user," which was defined to mean anyone the customer **permitted** to access or use the service. Our investigation revealed no evidence to suggest that the customer gave permission to the hackers to breach his system and make the calls in dispute.

The use of differing terminology in the Consumer and Business Terms of Service persuaded us that it was the provider's intention that these provisions be different. As the drafter of both sets of Terms of Service, it was open to the provider to clearly and unequivocally impose the same liability on its business customers as it did on its consumer customers. Therefore, even though we accepted that the fraud occurred through the customer's equipment, we did not permit the provider to impose liability for these charges on the customer, as the Terms of Service governing the relationship between the parties did not clearly provide for liability to flow to the customer. As such, we recommended that the service provider waive all of the disputed charges, which it agreed to do.

### 7 Case Study #7

The customer dealt with a service provider that carries on business under a number of different names and brands. The customer made a complaint to CCTS because she claimed that the provider had wrongfully disconnected her service, since it was in good standing. In its reply to the complaint, the provider confirmed that the customer's account was paid in full and in good standing. It informed us that it had disconnected the customer's service because she owed money on a different account with one of the provider's affiliates.

In order to disconnect the customer's service, which was in good standing, it relied on what it called a "cross default clause" in its *affiliate's* Terms of Service. Its own Terms of Service did not allow for it to disconnect an account in good standing because of money owed on an account with one of its affiliates.

We informed the provider that our Procedural Code appears to confine CCTS to review the contract between the customer and the service provider about which she is complaining and not a contract between the customer and an affiliate of the service provider about which she is complaining. Nonetheless, and since the affiliate was also a member of CCTS, we reviewed the affiliate's contract in our analysis of this complaint.

The affiliate's Terms of Service allow its "related entities" to suspend service to the customer in the event of a default under the affiliate's Terms of Service. For example, the customer has service with Provider A that is in good

#### TESTIMONIAL

Thank you very much for all of the hard work you and your team put in to helping me resolve this issue. I could not have done it without you... — I.L., A WIRELESS CUSTOMER



standing but has an outstanding unpaid account with Provider B. Provider A and Provider B are affiliates of one another. This cross default clause would allow Provider A to disconnect the service that is in good standing because the account with Provider B is not in good standing.

However, the term “related entities” was not defined anywhere in the Terms of Service. We found that the cross default clause was insufficiently clear to have constituted plain disclosure to the customer of the risk that her conduct on the affiliate’s account could impact her account with her current provider. Her current provider was not specifically named in the affiliate’s terms of service as being one of its related entities. The current provider did not submit any evidence to demonstrate that the customer knew or ought to have known that her new provider and her old provider were related entities within the meaning of the cross default clause. Although CCTS is aware that there is a legal relationship between the two providers, neither provider advertised the relationship or otherwise made it widely known. There was no disclosure that entering into a contract with one provider could impact the customer’s service with another. As such, we concluded that the service provider which disconnected the customer’s account that was in good standing did not reasonably perform its obligations pursuant to its contract with the customer. Since it had subsequently reconnected her service, we recommended that the provider credit her account for the time during which she did not receive service and that it provide her with five months of service as compensation for her inconvenience.

**If a participating service provider’s Terms of Service are unclear, they will be interpreted against the provider.**

### Premium Text Messaging (Short Code Program)

In last year’s Annual Report, we spoke about how we had received many complaints from customers about premium text messages. The issues revolved mainly around customers claiming that they had not signed up for the service or that they did not understand the premium cost to receive the service or the frequency of the messages.

This year, we have continued to see complaints about this topic. In our experience, customers still do not understand what premium text messaging is or how to get it to stop. In particular, customers do not understand that they should protect the privacy of their wireless number just as they would protect other personal information. This is very important as consumers can increasingly use their mobile devices to pay for goods and services.

We therefore feel that it necessary to again remind customers to protect the privacy of their wireless number. If asked to provide your number online in order to receive something, be diligent and read all of the fine print.

For more information on premium text messaging, please consult last year’s Annual Report, which can be found at: <http://www.ccts-cprst.ca/wp-content/uploads/2010/01/CCTS-Annual-Report-2009-2010.pdf> .

**FAST  
FACT**

To stop receiving premium text messages, you can reply with the text: **STOP**





## Customer Survey

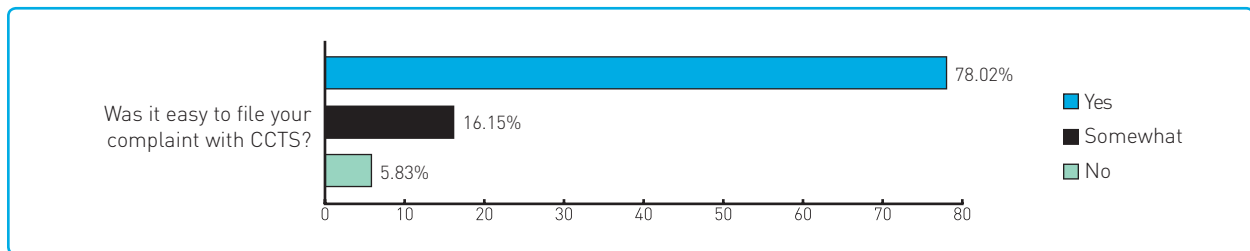
We survey customers who have used our service, with two main goals in mind:

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 18%. These results are based on approximately 1,300 responses.

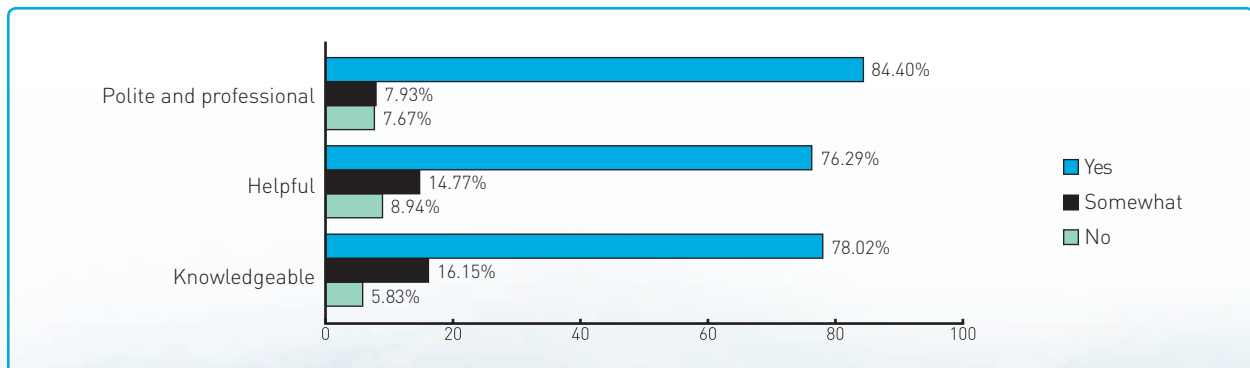
## What Customers Said about CCTS

We asked our customers: **Was it easy to file your complaint with CCTS?**



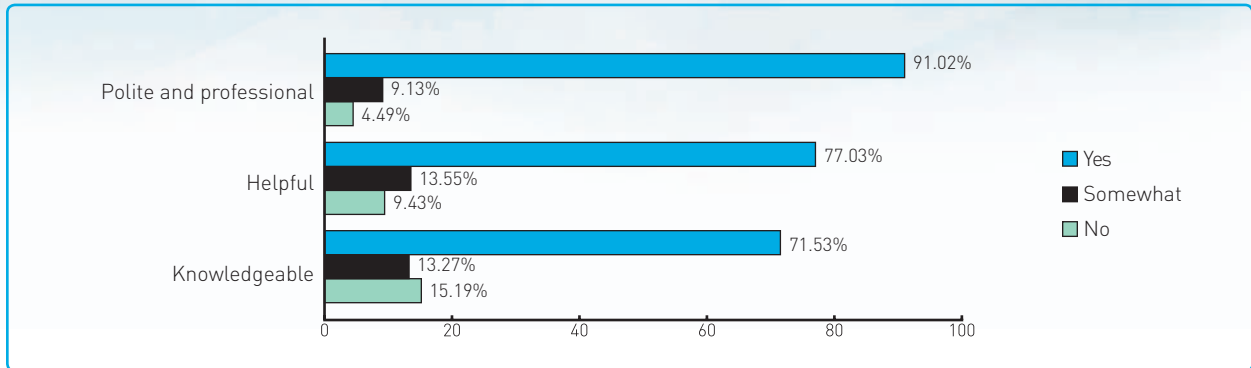
We do everything possible to make it easy to access our services, making ourselves available to customers through our web site, as well as by email, telephone, letter and fax. We are pleased that roughly 94% of customers found it relatively simple to connect with us.

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



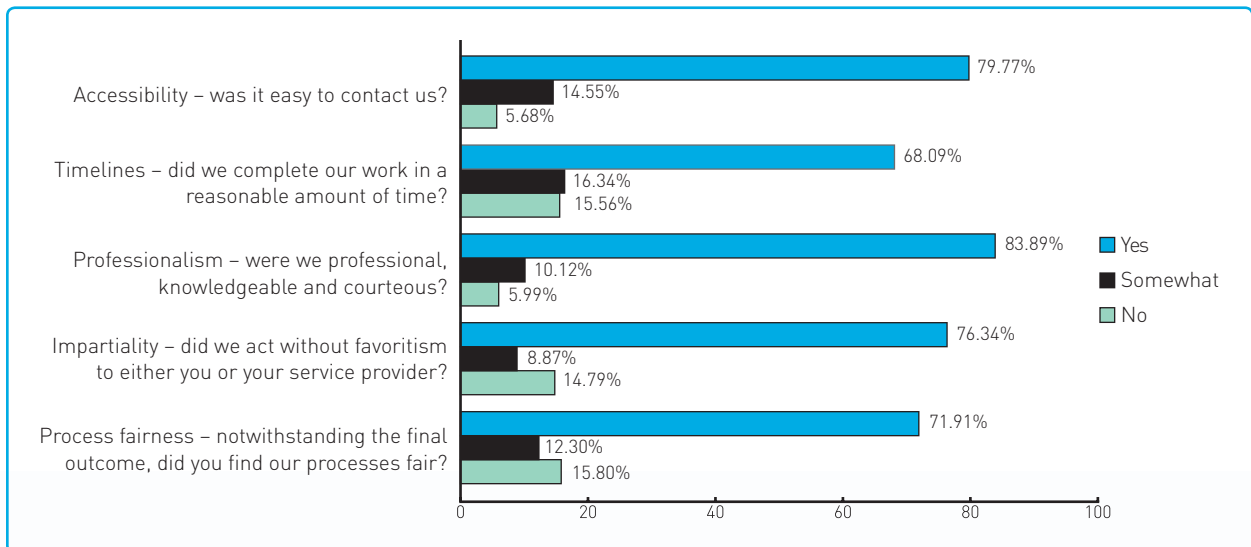
Our call centre agents are usually a customer's first point of contact with CCTS. They also interact with our customers on an ongoing basis. We expect them to provide superior service and these results demonstrate that they are doing a good job in assisting customers and in representing CCTS professionally.

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



Our Investigations team provides customers with our assessment of their complaint. In many cases, customers do not get the outcome they were seeking. Nonetheless, our customers gave high marks to the team in all of these important areas.

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

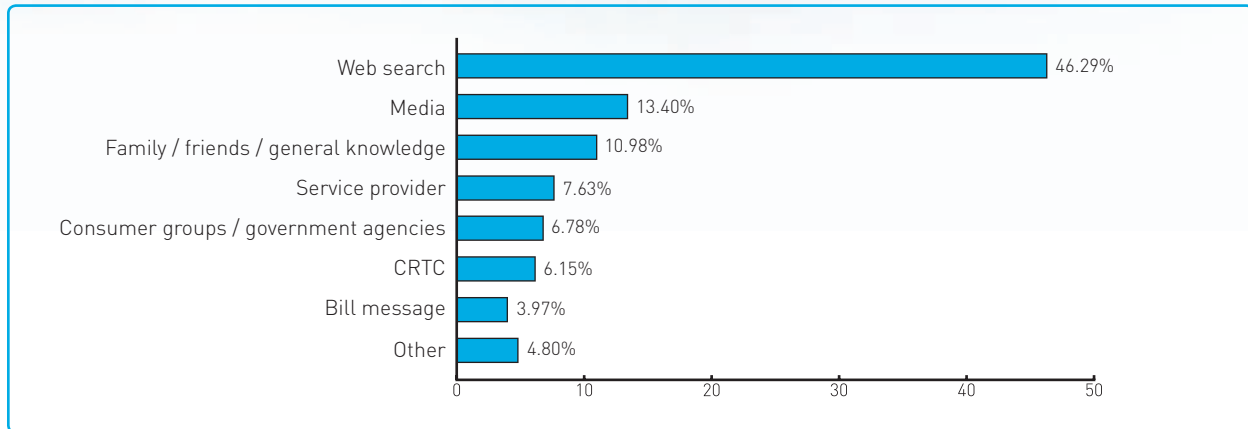


We are extremely proud of these results. They show high levels of customer satisfaction in these very important areas.

**TESTIMONIAL** My bill was multiplying on a monthly basis and getting out of control with no resolution in sight... thank you for giving me an avenue to place a complaint. — I.J., A WIRELESS CUSTOMER

## What Customers Said about Service Provider “Public Awareness” Activities

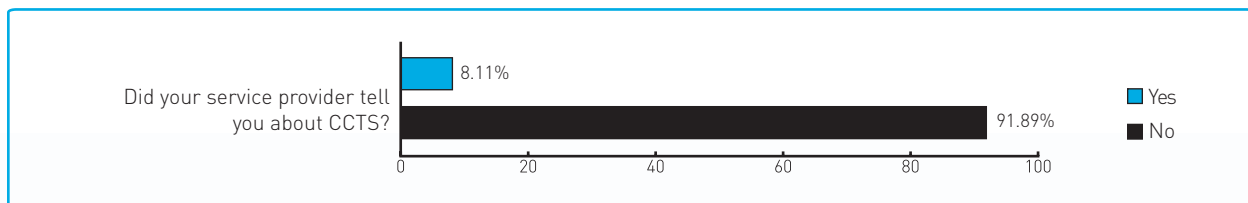
We asked our customers **how they first found out about CCTS**. Our customers said:



The Internet appears to be the tool of choice for most customers to obtain information about CCTS, and we are making efforts to make it increasingly easy to find CCTS online.

It is encouraging to note the significant number of referrals to CCTS from other bodies (such as the CRTC and consumer groups), confirming our belief that we are finding our place in their referral networks. The number of customers who found us through “family/friends/general knowledge” also appears to indicate that we are building a higher level of general awareness among members of the public.

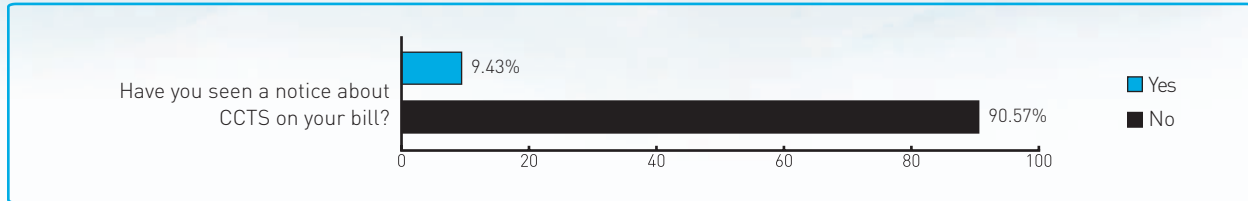
Participating service providers have committed to notify customers about CCTS at the final stage of their internal complaint-handling process. We asked our customers **whether their service provider told them about CCTS when they discussed their complaint with it**. Our customers said:



Customers are telling us that their providers are not informing them about their right to bring unresolved complaints to CCTS. This is a concern that we will address, although the results may not be quite as bad as they appear. At present, the providers’ commitment is to tell customers about CCTS at the *final stage* of their complaint-handling process. But most customers do not reach the final stage of the provider’s internal process before turning to CCTS – many find out about us from other sources. And our Procedural Code does not require customers to fully complete the provider’s internal complaint-handling process before bringing their complaint to us – just that they have brought their concern to their provider’s attention and given the provider a “reasonable opportunity” to resolve it. Thus many of these customers likely have bypassed the final stages of their provider’s internal process.

Nonetheless, we consider these results to be unacceptably low and are consulting with the service providers about the best way to ensure that providers are notifying customers about CCTS during their complaint-handling processes.

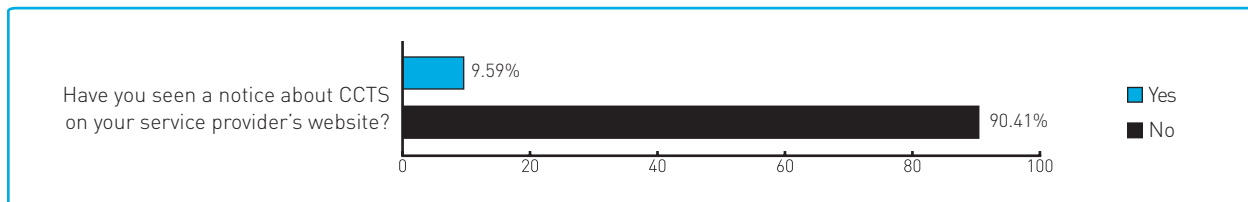
Participating service providers were previously required to print a prescribed message about CCTS on customer bills twice a year. The CRTC now requires that it be done quarterly. We asked our customers **whether they have ever seen a notice about CCTS on any of their bills. Our customers said:**



Approximately 90% of respondents say that they did not see their provider's CCTS bill message, despite the fact that twice-a-year bill messages have been printed by providers since the fall of 2009. However, our experience is that customer calls to our Contact Centre increase dramatically during the periods when the larger providers print the bill messages. These calls can be broken into two specific types: a very large number of them are "general inquiries" about CCTS and many of the callers specifically mention having seen the bill message. An equally large number are customers calling our number in the mistaken belief that they are calling their service provider. The only logical explanation for them doing so is that they saw our toll-free number on their service provider's bill.

Of course, most of these callers do not have complaints when they call – they are calling to inquire generally about CCTS, or to discuss an issue with their provider. Those callers do not receive our survey, and therefore the survey results would appear to under-represent the number of customers that actually see the bill message. We will monitor the future results to this question to see the impact of the new requirement that the bill messages be printed at least four times per year.

Participating service providers have committed to placing a **prescribed notice about CCTS in a reasonably prominent place on their websites, and to include a link to the CCTS website. We asked our customers whether they had seen it. Our customers said:**



We are not surprised by the responses to this question. It can be difficult to find the CCTS reference and link on many provider websites. The complexity grows with the number of layers and pages on the site. Finding this material is easiest on sites that have a properly configured "Search" function. Laying down strict rules to ensure visibility of this information is challenging due to the huge differences in size and design among the sites of all our different providers. However, given the number of customers who look for "problem solving" information on their provider's site, we intend to further consider what practices would best achieve higher visibility of this information.

## Next Steps

Raising public awareness remains an important objective for CCTS. It requires efforts from both CCTS and from our participating service providers. We are currently consulting with the service providers on how best to enhance these activities to ensure that information about the availability of CCTS reaches the greatest possible number of consumers. At the conclusion of this consultation we will make the necessary changes to our public awareness document (["Developing Public Awareness of CCTS"](#)).



### TESTIMONIAL

I couldn't believe how quickly you accepted my complaint and then proceeded to resolve it. I am extremely pleased with my interaction with CCTS. — V.C., A WIRELESS CUSTOMER



## Board of Directors and Biographies

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

- four Independent Directors, two of whom are nominees of consumer groups;
- three Industry Directors, one each to represent the Incumbent Local Exchange Carrier (ILEC) Members, the Cable Company Members (Cablecos), and the Other Participating Service Provider Members; and
- the Commissioner, who is a non-voting Director, and is independent of the telecommunications industry.

### 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 professor of media and literature at Collège 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 was 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.

#### 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.

\* Nominee of consumer groups.

## Industry Directors

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

### Dennis Béland

Dennis is the 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

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.

### 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.





## Participating Service Providers

In this section you will find 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 or brand denotes that it joined CCTS this year.

### Changes to membership requirements

As a condition of providing local telephone, long distance, Internet access and wireless services to Canadian consumers or small business customers, service providers not currently participating in CCTS are required to participate within five days of receiving notice that CCTS has received a complaint that falls within our mandate from one of their customers.

Although all service providers operating in Canada have an obligation to participate in CCTS, certain service providers and brands may not appear on this list. The reason(s) for this may include:

- a) CCTS has not yet received an eligible complaint against the service provider;
- b) The service provider joined after July 31, 2011; or
- c) The service provider has failed to join CCTS in spite of its requirement to do so. For more information on our current list of non-compliant providers, please visit the page on our website entitled [Non-Compliant Providers](#).

#### List of Participating Service Providers and Brands

1010580	Bragg Communications
1011295.com*	Bruce Municipal Telephone System
295.ca*	Bruce Telecom
3Web	Cable VDN
450Tel	Cablevision du nord du Québec
768812 Ontario	CallSelect
À dimension humaine	Can-net Telecom*
Acanac Inc.*	Canada Direct
Access Communications	Canada Payphone Corporation
All Communications Network of Canada (ACN Canada)	Canopco
AEI Internet*	Caztel
AmericaTel	CD Tel
Amtelecom	Cellfone*
Atria Networks	Chatr Wireless*
Avantages Internet*	Cheetah
Axess Communications*	CIK Telecom Inc.*
B2B2C*	Cityfone
Bay Communications	Coast Cable
Bell Aliant	Cogeco
Bell Canada	Cogeco Cable Québec
Blink Communications	Cogeco Data Services
BMI Internet	Cogent Canada



Comwave\*  
Contact Internet\*  
Cybersurf Internet Access (CIA)  
Delta Cable  
Distributel  
Dryden Mobility  
Eastlink  
ENMAX  
Envision  
ExaTEL  
Execulink  
Fibernetics\*  
Fibernetics Business Services\*  
Fido  
FreePhoneLine.ca\*  
Galilée  
Global Crossing Telecommunications Canada  
Globalive Communications  
Globalstar  
Group of Gold Line  
Halifax Cablevision  
Juno\*  
K-Right Communications  
Koodo  
Le pigeon voyageur  
LooneyCall  
LuckyCall  
MCI Canada  
Mobicity\*  
Mountain Cablevision  
MTS Allstream  
Net Reach  
Netfone\*  
NetRevolution\*  
NetZero\*  
NorthernTel  
Northwestel  
NuEra Telecom\*  
OneConnect Services  
OnlineTel\*  
Ontarioeast.net\*  
Ontera  
Opcom Hospitality Solutions  
Oricom Internet\*  
People's Tel GP  
Persona Communications  
PortalOne\*  
Premiere Conferencing Canada  
Premiere Global Services  
Primus  
Public Mobile\*  
Pulse Telecom\*  
Quinte Long Distance  
RadioActif\*  
Rocler Technologies\*  
Rogers  
SaskTel  
Sears Connect  
SecureNet Information Services\*  
Selectcom Telecom\*  
Shaw  
Simcoe County Long Distance  
Sogetel  
Solo  
Speak Telecom  
Startec  
Straight of Canso Cable  
Switchworks\*  
Tata Communications  
TBayTel  
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Telizon  
TELUS  
TeraGo Networks  
Transvision Cookshire\*  
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Vianet Internet Solutions  
Vidéotron s.e.n.c. / Videotron GP  
VIF Internet\*  
Virgin Mobile Canada  
Vonage Canada  
WestNet Wireless\*  
Win-tel  
WIND Mobile  
Worldline\*  
Xplornet Internet Services\*  
Yak Communications Corp.



## How to Contact Us



### By Email

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