



COMITÉ POUR LES
SERVICES
SANS FIL DES
SOURDS DU
CANADA

Canadian
Association of the Deaf



Association
des Sourds du Canada

CNSDB
The Canadian National Society of the Deaf-Blind, Inc



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August 30, 2018

Mr. Claude Doucet
Secretary-General
Canadian Radio-television and Telecommunications Commission (CRTC)
Ottawa, ON KIA ON2

Re: DWCC et al's Intervention & Intention to Participate in the Proceeding Hearing for [CRTC TNC 2018-246](#) regarding the retail sales practices of Canada's large telecommunications carriers

1. The Deaf Wireless Canada Consultative Committee-Comité pour les Services Sans fil des Sourds du Canada (**DWCC-CSSSC**), Canadian Association of the Deaf-Association des Sourds du Canada (**CAD-ASC**), Canadian National Society of the Deaf-Blind (**CNSDB**), and the Deafness Access Advocacy Nova Scotia (**DAANS**), henceforth collectively referred to as "**DWCC et al**" intends to participate in the [CRTC TNC 2018-246](#) proceeding dealing with large service providers' retail sales practices.

2. As per paragraph 26 of the [CRTC TNC 2018-246](#) proceeding, the following representatives of DWCC et al wish to appear at the public hearing to present its survey and testimonial findings.

- Lisa Anderson-Kellett, Chair, DWCC-CSSSC
- Frank Folino, President, CAD-ASC
- Megan McHugh, President, CNSDB
- Elliott Richman, Director of Deaf Outreach, DAANS

3. Three of the aforementioned individuals will be out of Canada on and after Wednesday, October 24, 2018. Therefore, DWCC et al therefore formally requests to appear at the hearing on specifically either Monday, October 22, 2018 or Tuesday, October 23, 2018.

4. Three Deaf participants require ASL-English interpreters and CART services.

5. Three of us who are Deaf will be attending the hearing all day on both Monday and Tuesday, so the same communication services described for our own appearance will be required throughout these two days. Our group wishes to listen to/watch other groups' participation in the public hearing with equal information being received by others in the audience.

6. The fourth participant who is Deaf-Blind requires an Intervenor of her choice, which she will book privately as she had done at prior CRTC hearings. An intervenor acts as the "eyes and ears" of a Deaf-Blind person, acting as a sighted guide, providing access to information and facilitates communication in a way that is accessible to the Deaf-Blind individual. The intervenor chosen by the participant will assist her when travelling to and from Ottawa, during her stay in Ottawa and during CRTC hearings. As she had successfully done at prior CRTC hearings, she will submit a quote to CRTC for pre-approval before hiring her own intervenor.

7. The Deaf-Blind individual would attend only for the morning or the afternoon of the panel presentation by DWCC et al.

8. As per paragraph 26 of the [CRTC TNC 2018-246](#) proceeding, DWCC et al wishes to present its survey and testimonial findings at the public hearing in the language that they are most comfortable in, sharing our findings and experiences in American Sign Language (ASL) and to allow for the Commissioners to query our party on accessibility issues unique to Deaf, Deaf-Blind and Hard of Hearing Canadians in relation to sales practices. Appearing in person will create a better understanding of the issues.

ABOUT US

Members of DWCC et al introduce themselves as follows:

9. **DWCC-CSSSC** is a standing committee of the CAD-ASC and is a group of Deaf, Deaf-Blind, and Hard of Hearing consultants, analysts and committee volunteers across Canada. DWCC's mandate is to advocate for equality for Deaf, Deaf-Blind and Hard of Hearing Canadians in wireless telecommunications as in:

- Fair, uniform, cost reasonable wireless data plans for ASL and LSQ users
- Transparent and clear advertisement of plans offered
- Decreased disparity of wireless product and service provisions within the companies
- Promotion and availability of wireless software applications (apps) that ensure functional equivalency
- Accessible wireless emergency service provisions in Canada

10. **CAD-ASC** is a national information, research and community action organization of Deaf people in Canada. Founded in 1940, CAD-ASC provides consultation and information on Deaf issues to the public, business, media, educators, governments and others; conduct research and collects data. CAD-ASC promotes and protects the rights, needs, and concerns of Deaf people who use American Sign Language (ASL) and langue des signes québécoise (LSQ). CAD-ASC is affiliated with the World Federation of the Deaf (WFD), and CAD-ASC is a United Nations-accredited Non-Governmental Organization (NGO) to the Convention on the Rights of Persons with Disabilities.

11. **CNSDB** was registered in 1985 as a national consumer-run advocacy association dedicated to helping Canadians who are deaf-blind achieve a higher quality of life. We advocate for new and improved services, promote public awareness of deaf-blind issues and gather and distribute information in order to help empower individuals who are deaf-blind to become full participants of society. CNSDB provides expertise in accessibility related to the needs of individuals who are living with the distinct disability of deaf-blindness, which is different from deafness or blindness due to being unable to use one sense in order to compensate for the loss of the other.

12. **DAANS** was founded in 1976 and incorporated in 1978. DAANS works with the public, private and non-profit sectors to remove old barriers and prevent new barriers faced by an estimated 58,000 Deaf, hard of hearing, late deafened and Deaf-blind Nova Scotians in a variety of areas including communication access, education, employment, health, legal services and recreation.

Deaf, Deaf-Blind and Hard of Hearing Canadians

13. To understand our accessibility group, reliable statistics on Deaf Canadians are hard to collect, and no two organizations seem to agree on the numbers involved. It is CAD-ASC's belief to use the traditional 'one in ten' formula for estimating statistics, with strong disclaimers. This formula estimates that there are 357,000 culturally Deaf Canadians and 3.21 million hard of hearing Canadians. It is CAD-ASC's opinion that no fully credible census of Deaf, deafened, and hard of hearing people has ever been conducted in Canada." ([CAD-ASC website](#)).

14. The Canadian National Society of the Deaf Blind estimates there are 69,700 Deaf-Blind Canadians over the age of 12 living with the dual disability of deafness and blindness or a combination of both vision and hearing losses that limit their everyday activities. The [Canadian Helen Keller Centre \(CHKC\)](#) provided this estimated Deaf-Blind population information on an earlier version of their website, and it can now be found on this separate website source by [Senator Yonah Martin](#), who took time to recognize Deaf-Blind Canadians.

Background of DDBHH Canadian Communication Experiences

15. Many Deaf, Deaf-Blind and Hard of Hearing Canadians most comfortable mode of communication is ASL or LSQ. The greater society does not use sign language. In our community we call the greater society, those who have audio-speaking ability, "hearing people." So oftentimes, these DDBHH Canadians have to find a roundabout way of communicating with these hearing salespeople that do not use Sign languages.

16. Over the phone, IP Relay, TTY Relay or SRV Canada VRS Relay are the options to call to service providers. In person, the mode of communication is usually either by writing back and forth with a pen on paper or typing into a notepad application on their smartphone. Online, DDBHH Canadians, when familiar and comfortable in English or French, will use the Live Chat options or communicate back and forth in email.

17. Many Deaf-Blind require the assistance of an Intervenor or Support Service Provider (SSP) in order to make the travel to the retail store and then communicate with the sales people or the phone call to the customer services or sales department. Since most Deaf-Blind Canadians have extremely limited or no access to Intervenor or SSP services, they are unable to act in time.

18. Sometimes salespeople are open-minded and friendly with people from these accessibility groups of Deaf, Deaf-Blind, and Hard of hearing. It is very sad that oftentimes sales people can be downright rude and inaccessible and not accommodating to these same people who are Deaf, Deaf-Blind or Hard of Hearing and this often leads to incomplete, unclear or misleading information that is misunderstood in these communications in their "second language," which is English or French. As a result, generally salespeople look to our group of Canadians who uses ASL and LSQ and resort to taking advantage of these customers.

19. The majority of the complaints by DDBHH Canadians with the sales department is the lack of awareness and the denial of accessibility discounts being applied to their current data packages for video-calling purposes.

20. The short-term flash sales are often missed by the Deaf-Blind, leaving them out of special deals. Many who are Deaf-Blind face challenges in quick independent access to information and

communication, meaning that they may be delayed in learning of special deals or may not find out at all. Even if the Deaf-Blind learn of the special short-term deals in time, many require the assistance of an Intervenor or Support Service Provider (SSP) in order to make the phone call or travel to the retail store and then communicate with the sales people. Since most Deaf-Blind Canadians have extremely limited or no access to Intervenor or SSP services, they are unable to act in time to take advantage of these special deals that others can easily access independently and in timely fashion.

21. On December 21, 2016 CRTC recognized the need for dedicated accessibility plans for DDBHH Canadians in articles 212 and 214 of [TRP 2016-496](#) which read as follows:

*212. Accordingly, the Commission **directs** all WSPs to offer mobile wireless service packages that meet the needs of Canadians with disabilities. These include people who are Deaf or hard of hearing, and primarily use video to communicate, as well as people with visual disabilities who use way-finding and Global Positioning System (GPS) apps. WSPs must make these packages available no later than **six months** from the date of this decision. These packages must include access to 9-1-1 service and be based on consultations with Canadians with disabilities.*

*214. Accordingly, the Commission directs all WSPs to publicize all of their disability-specific products/services on their websites and expects them to use other methods to publicize this information, such as through call centres, no later than **six months** from the date of this decision.*

Accessibility Plan Summary

22. As a result of TRP 2016-496 telecommunication companies have come up with Accessibility plans that range from the following:

- a. \$15.00 discount
- b. \$20.00 discount with unlimited SRV Canada VRS access
- c. 2 GB add-on
- d. Grandfathered plan (examples: \$30.00 discount or long-time low cost, ie.GVAD 2GB for \$35.00/month)

23. Over all, as the CRTC, in TRP 2016-496, recognized that DDBHH require heavy use of wireless data for video-calling and GPS wayfinding use. However, issues still relate to some sales practices related to the accessibility plans as a result of these policies. A bit of a background profile is provided as DWCC et al shares past survey findings and results.

Survey Analysis Report Summaries

24. The DWCC et al have undertaken four surveys since [CRTC's Telecom Notice of Consultation TNC 2015-134](#) related to wireless service provisions for DDBHH Canadians and surveyed about the costs that these customers are paying for their wireless services.

25. Over four surveys DWCC et al has undertaken since 2015, out of a total of **938 respondents**, for this specific question, the trends for data package amounts that these customers are paying for wireless services show:

<u>Monthly Data Allowance</u>	<u>Respondents</u>
0 to 500 MB	251 respondents
1GB	0 respondents
2GB	165 respondents
3GB	106 respondents
4GB to 6GB	21 respondents
7GB to 9GB	127 respondents
10GB to 12GB	36 respondents
13GB to 15GB	15 respondents
16GB to 20GB	2 respondents
20GB or more (“unlimited”)	8 respondents
Total:	938 respondents

26. Over four surveys DWCC et al has undertaken since 2015, out of a total of **978 respondents**, for this specific question, the trends for costs these customers are paying for wireless services show:

<u>Data Monthly Plan</u>	<u>Respondents</u>
\$0.00 - \$55.99/month	21 respondents
\$56.00 - \$95.99//month	29 respondents
\$96.00 - \$135.99//month	121 respondents
\$136.00 - \$175.99/month	73 respondents
\$176.00 - \$225.99 and \$226.00 or more/month	34 respondents
Total:	978 respondents

27. For your interest and reference, the other survey analysis reports undertaken by DWCC et al for telecom proceedings undertaken by the CRTC are available here: [2016-116](#), [2016-496](#), [2017-33](#), [2018-98](#).

Analysis

28. The number of DDBHH consumers data package demands are increasing and so are their pricing, which is a conundrum when it comes to accessibility, it should rather be the opposite, with more data for less for the people that use the data because they need it rather than they want it. DDBHH ASI and LSQ users rely on video calling, sending and receiving video messages and watching news in their sign languages which uses way more bytes per stream, utilizing downloading and uploading video over the wireless internet.

Challenges

29. With the summer months, DWCC et al found it a challenge trying to gather testimonials from DDBHH Canadians in and out of town and have written to request to allow us to undertake a survey in September when we can better get a hold of more people available to share their experiences.

30. DWCC et al will answer the 15 relevant questions of the proceeding at best as we can, and in some cases, we will be able to provide more complete responses when we get more testimonials and evidence gathered through the survey.

Proceeding Questions - Misleading or aggressive sales practices

Q1. In your interaction with a service provider, do you think the service provider used plain language that was easy to understand?

31. DWCC et al believes that this most often does not happen, with ASL and LSQ as a primary language of DDBHH Canadians and leads to common misunderstandings with these customers and salespersons. English and French are most often second languages to DDBHH Canadian customers.

32. DWCC et al recommends that accessible services to be available that will have the ability to resolve these accessibility barriers for DDBHH Canadians, which are:

- a) Designated Accessibility dedicated stores where the largest DDBHH customers lives in these areas, which accessible services can be provided such as:
 - i. ASL and LSQ interpreters on-site
 - ii. Video Remote Interpreting (VRI) available on devices in-store
 - iii. ASL and LSQ fluent staff persons
- b) Allows DDBHH Canadians to call customers services or sale services by using SRV Canada VRS video communications platform for direct video to video communications (ASL and LSQ fluent persons as customer or salesperson agents while using on the direct line).
- c) The stores need to provide a tablet that will establish as a “tent card” in equal footing with English and French tent cards, where the tablets will show ASL and LSQ videos about wireless terminologies and the wireless code video series at the front desk at stores.

Q2. Have you experienced misleading or aggressive sales practices from a service provider?

If so, provide details about that experience, including the service provider and service in question, when and how the sales interaction occurred, the nature of the sales practice used, and what avenues you may have used to address the sales practice.

33. Appendix A contains two documents - the first is a transcript of a Deaf-Blind individual dealing with Rogers regarding her wireless data plan. The second one is a long letter from Rogers' Ombudsman who dealt with a Deaf wireless customer who did not want his data plan bundled with a voice plan - something totally useless to him.

Deaf-Blind Rogers Consumer

34. The first transcript involves a Deaf-Blind customer of Rogers who wanted to take advantage of an Accessibility Discount on her wireless data plan. This discount amounts to \$20 off on a data plan and is offered to Deaf, Deaf-Blind and Hard of Hearing individuals. She contacted Rogers on June 21, 2018 by phone through IP Relay.

The issues she faced include:

- The first people she contacted at Rogers - Customer Services Department claimed no such discounts existed (but they actually do).
- She did not give up and asked to be transferred to the Rogers' Accessibility Department only to find out the Accessibility plan applies to market plans - not to all plans as originally promoted and understood by DDBHH Canadians.
- She ended up with the next best thing - "a 25% discount" on her mobile phone over the two-year term she had with Rogers merely and purely out of a desire to reduce her overall monthly phone bill.

35. From DWCC et al's perspective, Rogers promoted an Accessibility discount without specifying that it applies only to market plans. This discount should have applied to all plans and not be exempted from special "time limited" promotions as in \$60 for 10 GB as advertised in December 2017. Not all Rogers customer service representatives were aware of these Accessibility discounts.

Deaf Rogers consumer

36. The first bullet of paragraph 4 of CRTC TNC 2018-246 reads as follows: *whether the large telecommunications carriers offer their telecommunications services for sale by engaging, either through their employees or third parties, in misleading or aggressive sales practices, such as providing consumers with incomplete, unclear, or misleading information regarding service terms and conditions or selling them telecommunications services that are unsuitable for them, and, if so, the prevalence of those practices;*

37. In other words, CRTC is interested in hearing of cases where carriers sell telecommunications services that are unsuitable for [consumers], and, if so, the prevalence of those practices.

38. The second document in Appendix A is a long letter from Rogers' Ombudsman who investigated a Deaf wireless customer who only wanted a data plan - something unbundled from a voice plan. He along with many DDBHH Canadians cannot use voice plans due to an inability to hear yet are forced to have them bundled with their data plans even to this day.

39. Rogers' Ombudsman looked at his quest for a data only plan with Rogers from July 2010 to May 2015. This Deaf individual had to go all the way up to filing a complaint with CRTC before finally getting his data plan unbundled from an unwanted and unneeded voice plan.

40. From DWCC et al's perspective, DDBHH Canadians must have the choice of unbundling their data plans from voice plans with relative ease.

Q3. In your opinion, are bundles of services, and any associated discounts, a source of confusion? Why? What telecommunications and/or television services were included or offered to be included in the bundle?

41. Yes, DWCC et al observes that there is a widespread source of confusion with the Accessibility Discounts specifically.

42. After the launch of the Accessibility Discounts, there is still widespread confusion and denial by service agents and salespersons that such plans exist. Here is a summary of reasons why:

- a. Accessibility Discount information is hard to locate on each of the company's websites.
- b. On the company websites there are no dedicated ASL and LSQ videos that customers can reference to.
- c. Not all employees are aware about accessibility issues for DDBHH Canadians, which it means that a proper training to educate with all employees has to be conducted frequently.
- d. Apparently, the accessibility discount does not apply to all the available telecom plans. This is discriminatory and needs to be fixed.
- e. Not all disability and Deaf associations are aware that their members who are customers of the companies require proof of membership to qualify for the Accessibility discounts.

43. Here are a list of solutions to the above challenges:

- a. Dedicated telecom webpage focused singularly on the wireless accessibility plan (discount) so it can be directly printed off or shared so that customers can refer to these videos and that webpage to in-store employees.
- b. Companies need to produce ASL and LSQ videos that promote the accessibility services and features that they offer so that customers can refer to these videos and that webpage to in-store employees.
- c. Designated Accessibility dedicated stores with staff knowledgeable on ALL of the service providers' accessible services including and not limited to:
 - i. ASL and LSQ interpreters on-site
 - ii. Video Remote Interpreting (VRI) available on devices in-store
 - iii. ASL and LSQ fluent staff persons

- iv. Direct ASL and LSQ video customer or sales services access using SRV Canada VRS platform direct video communication or any other possible dedicated direct video communications means.
- d. SRV Canada VRS video communications platform for direct video to video communications (ASL and LSQ fluent persons as customer or salesperson agents while using on the direct line).
- e. The stores need to provide a tablet that will establish as a “tent card” in equal footing with English and French tent cards, where the tablets will show ASL and LSQ videos about wireless terminologies and wireless code series at the front desk at stores.
- f. The Accessibility Plan discount structure needs to change to dedicated prices for specific data consumption rates, as we outlined in the recommendations for proceeding TNC 2018-98.
- g. CCTS needs to make its complaint processes accessible to ASL and LSQ Canadians.
- h. *DWCC et al* need to do a vlog that will be distributed through to all local, provincial and national organizations that representing DDBHH Canadians to inform and advise of proof of membership requirement for these companies’ Accessibility plans. The challenge is cost and resources. As a result, it is *DWCC et al*’s view that the companies should help with cost of production and the script-writing of such a video. Fact is, CWTA should be involved to assist with this challenge.

Additional questions for Canadians who may be particularly vulnerable to misleading or aggressive sales practices

Q4. As a Canadian with a disability, did you find that the service provider accommodated your needs to ensure that you were able to make an informed decision about the telecommunications and/or television services sold or offered for sale? If so, how? If not, what else do you think could have been done to help you to make an informed decision in respect of the sales interaction?

44. Please refer to the answers provided to Question 2, in answers number 33-40.

Q5. As an older Canadian, did you find that the service provider made an effort to ensure that you were able to make an informed decision about the telecommunications and/or television services sold or offered for sale? If so, how? If not, what else do you think could have been done to help you to make an informed decision in respect of the sales interaction?

45. *DWCC et al* will respond to this question when they get more testimonials from DDBHH Canadians through the planned survey.

Q6. As a Canadian with a language barrier, did you find that the service provider made an effort to ensure that you were able to make an informed decision about the telecommunications and/or television services sold or offered for sale? If so, how? If not,

what else do you think could have been done to help you to make an informed decision in respect of the sales interaction?

46. Deaf, Deaf-Blind and Hard of Hearing Canadians who uses ASL and LSQ as their first languages requires accessible services that can be provided such as ASL and LSQ videos, sign language interpretation and other accommodations. Without any accessible services, there will be language and communication barriers that will lead to misunderstanding in a situation and for that, it will be taken advantaged by salesperson or anyone who works at the telecommunication services providers. Additionally, in our report for [CRTC TNC 2018-98](#) that provide list recommendations and suggestions on accessibility issues for DDBHH customers.

Q14. Are existing consumer protections sufficient to ensure that Canadian consumers are treated fairly in respect of retail sales practices? If so, how? If not, why not?

47. DWCC et al's perspective that the current protections are not sufficient. This comes from its own members experiences and through our survey respondents accounts over the years (2015-2018) have commonly experienced the feeling of being ripped off, manipulated, and paying over charges for something that is their everyday use, video communications.

48. The reason why they feel not having enough customer protection is because the current accessible services do not meet our accessibility needs for DDBHH customers

49. More information and examples will be presented after our survey gathers more testimonials and corroborating evidence, when we appear at the hearing in Gatineau.

Background

The CCTS is an independent organization dedicated to working with customers and service providers to resolve complaints about telephone, Internet, and wireless services, as well as certain aspects of television services. Its structure and mandate are approved by the Commission.

Q15. What are the main gaps, if any, in existing consumer protections when it comes to the retail sale of telecommunications services or bundles of telecommunications services and television services?

50. The websites do not have easy to find one-page webpages with the accessibility information. There are no ASL and LSQ videos explaining or announcing the company's accessibility plans or services. A list of solutions is found in paragraph 43 of this document, and listed in the recommendations in our report for [CRTC TNC 2018-98](#).

Q16. Are you aware of the CCTS and its services to help customers resolve complaints about service providers?

51. Yes, the DWCC et al is aware. However, there are many DDBHH Canadians that are not aware, as evidenced in our most recent survey report, conducted for the proceeding for [CRTC TNC 2018-98](#) which shows that there are only 42% aware they may file complaints about their data plans to their WSPs and CCTS.

52. During a townhall hosted on 9-1-1 issues, for [TNC 2016-116](#) (see page 108) it was clear that many people in British Columbia and across Canada do not understand the

purpose of the CCTS, so during this townhall DWCC et al took the time to explain the role of CCTS.

53. As a result, it was determined at that time and even applies today, in August 2018, that CCTS need to make their information clearer and much more accessible, with visual graphics of each of the steps to elevate for complaints and conflict resolution with wireless bills. Again, we strongly recommend CCTS to produce ASL & LSQ videos that clearly outline the purpose and process for complaints with the video production guidelines and quality adhered to during the production of the wireless code video series for [TRP 2017-200](#).

Q17. How did you come to hear about the CCTS?

54. DWCC et al learned about the CCTS through the previous proceedings on 2015-134 on *Basic Telecommunications Services*. However, many DDBHH customers are not fully aware about the CCTS because there are no ASL and LSQ videos about the complaint process that is available on their website.

Background

The Competition Bureau, the federal government agency responsible for the Competition Act, investigates anti-competitive activities including false or misleading representations, tied selling, deceptive telemarketing, and deceptive marketing practices.

Q18. Are you aware of the role of the Competition Bureau in investigating deceptive marketing practices like misleading sales practices?

55. No, DWCC et al is not aware. An increased effort similar to recommendations in response paragraph 43 of this document as well as the recommendations outlined in [TNC 2018-98](#) should be applied to the Competition Bureau as well.

56. ASL and LSQ videos need to be created to explain the purpose and role of the Competition Bureau in the first language of the Deaf, Deaf-Blind and Hard of Hearing Canadians.

Feasible and effective ways to strengthen or expand existing consumer protections

Q19. What should be the Commission's role, if any, in addressing the misleading or aggressive retail sales practices of service providers?

57. The Commission's role should be responsible on the regulatory measures in addressing the misleading or aggressive retail sale practices of service providers, in particular to accessibility issues. Additionally, it is critical that the CRTC must be more responsible in its processes corresponding with the accessibility standards and to ensure there is compliance of the regulatory measures implemented in line with the proposed [Bill C-81: Accessible Canada Act](#).

58. DWCC et al needs to examine respondents' experiences in our survey to answer this question in further detail.

Q20. Who else, if any other authority, should be involved in the creation or strengthening of consumer protections? What should their role be?

59. DWCC et al views that accessibility groups should be consulted frequently through accessibility advisory meetings in the process of creating or strengthening of consumer protections.

60. DWCC et al believes that DDBHH individuals must be hired to work in the CRTC on strengthening customer protections in creating decision-making process for DDBHH Canadians.

Q21. Should the Commission consider the creation of further codes of conduct or the review of existing codes of conduct? If so, what would be the objective and scope of these codes?

61. DWCC et al views there should be a code of conduct for sales practices with a section that focuses on accessibility plans and services.

Q22. Should the CCTS's role be expanded to help customers resolve complaints about their broader communications services, including sales practices? If so, please describe what that role should be. If not, please justify.

62. DWCC et al views there should be an expansion of CCTS role to help customers resolve complaints about the broader communications services on the following issues:

- a. Accessibility discount disputes and denials
- b. Data overages
- c. Lack of accessibility accommodations
- d. Accessible relay services - IP Relay, TTY Relay, SRV Canada VRS
- e. Sales practices

63. Most importantly, to meet accountability and transparency, there must be a way to track these accessibility complaints with a complete breakdown to glean further understanding of the details of accessibility issues related with telecommunications in Canada.

64. Consumer groups like ours need this type of data to ensure that these issues are lining up with our DDBHH Canadian experiences and perspectives provided through our surveys.

CONCLUSION

65. DWCC et al views it critical that accessibility issues come to the forefront of such a critical investigation into telecommunication sales and service provisions. Our group does not want to see any further experiences of DDBHH Canadians with misleading, aggressive or in appropriate handling of the sales of telecommunications services to these members.

66. So many members of our ASL and LSQ community have faced undue stress, confusion and frustration due to communication and language barriers. Our party looks forward to providing further testimonials and evidence to be gathered through our survey.

67. DWCC et al is very pleased to see an investigation to the telecom sales practices at this scale and we look forward to providing further responses, testimonials and corroborating evidence of DDBHH Canadian's experiences with the telecommunication service providers with our survey results.

Should you have any questions, please do not hesitate to contact Lisa Anderson-Kellett and Frank Folino as the primary contacts.

Sincerely yours,

Lisa Anderson-Kellett, Chair
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Consultative Committee
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cc: Nanao Kachi, Director, Social and Consumer Policy, CRTC
James Roots, Executive Director, CAD-ASC
Leonor Vlug, Secretary, CAD-ASC
Michael J. Stewart, Secretary, DWCC-CSSSC

Consumer Groups:

Gary Malkowski, Canadian Hearing Society (CHS)
Tamir Israel, Canadian Internet Policy and Public Interest Clinic (CIPPIC)
Canadian National Institute of Blind (CNIB)
Monica L. Auer, Forum for Research and Policy in Communications (FRPC)
Devin Currie, Maple Communications
Anthony Tibbs, Media Access Canada (MAC)
Professor Marina Pavlovic, University of Ottawa
Professor Mary Cavanagh, University of Ottawa
John Lawford, Public Interest Advocacy Centre (PIAC)

Telecommunications Companies:

Bell Canada
Bragg Communications Incorporated, carrying on business as Eastlink (Eastlink)
Cogeco Connexion Inc. (Cogeco)
Northwestel Inc. (Northwestel)
Rogers Communications Canada Inc. (RCCI)
Saskatchewan Telecommunications (SaskTel)
Shaw Communications Inc. (Shaw)
TBayTel
TekSavvy Solutions Inc. (TekSavvy)

TELUS Communications Inc. (TCI)
Videotron Ltd. (Videotron) and
Xplornet Communications Inc. (Xplornet)

APPENDIX A

Transcripts of Evidence of Deaf, Deaf-Blind and Hard of Hearing Canadians

FIRST TRANSCRIPT FROM A DEAF-BLIND CONSUMER
This Deaf-Blind individual contacted Rogers on June 21, 2018 through IP Relay
regarding her data plan.

DDBHH prefaces the Deaf-Blind individual's comments
IPRO prefaces Rogers agent's comments as typed by the IP Relay Operator

Jun 21 2018, afternoon
Calling : 1 888-764-3771
IPRO : Welcome to IP Relay Service. Please hold while we connect you with operator IPRO...
IPRO : My name is
IPRO : Please hold while I dial the number...
IPRO : hello what is the concern exactly today before I transfer you over ga
DDBHH : hello, I am calling to ask about the accessibility discount on data plan for people who are deaf or deaf-blind. I am deaf-blind. It's discount for wireless data plans ga
IPRO : Ok let me see what we have here. Ill place the customer on hold and Ill be back
IPRO : (On hold)
IPRO : I just double checked here with my supervisor. we don't have any discount for these people. Just let them know there is no special discount in this case ga
DDBHH : Rogers has an accessibility discount of \$20 per month for people who are deaf, deaf-blind, blind on wireless data plans. are you with the accessibility department / services? ga
IPRO : No you got rogers customer service department.
DDBHH : ok, I need to speak with someone from accessibility services ga
IPRO : (sorry the agent was a bit confused, he kept talking to me I explained to him we wanted to speak with accessibility and he thought I was the accessibility departement. Now that this is cleared up hes transferring us)
IPRO : oh wow he just disconnected the call...
IPRO : Should we try calling back ? ga
DDBHH : yes please
IPRO : Thank you we're on hold...
IPRO : When an agent come on the line I'll ask directly to get transfered
DDBHH : thanks
IPRO : Hello my name is XXX from rogers in vancouver can I get your first and last name please (I explained to him the situation and he still want to identify you before doing the transfer) ga
DDBHH : my name is , I would like to be transferred to the accessibility services department ga
IPRO : If its for the discount I can help you out with that (should I read to him what you wrote to the other agent?)
DDBHH : not of he can help with discount
DDBHH : ok, I'm calling to ask about how to get the accessibility discount on my wireless data plan, I'm having trouble finding the information online ga
IPRO : I will look that up for you
DDBHH : I'm deaf-blind, hard of hearing and very low vision so it's hard to access the information ga
IPRO : We do have a 20\$ accessibility discount available, but it is available only in market plans
DDBHH : ok so how does that work, how do I get that discount? ga
IPRO : Customer must send their name, account number and proof of membership to disability association to Rogers
DDBHH : ok so I could send a photocopy / scan of my CNIB card, I assume? ga
IPRO : Correct
IPRO : But your current plan for your cellphone is not eligible for that discount
DDBHH : ok, where do I send that information? can it be emailed or texted or do I need to mail it? ga
IPRO : I can be emailed, the email address is
accessibilitydiscount@rci.rogers.com
IPRO : The other thing here is that we need to change your plan for you to have access to the disability discount
DDBHH : I have the 10 gig for \$60 plan, can I get the discount on that?
IPRO : That plan is not eligible for the discount DDBHH : people who are deaf, deaf-blind and blind who use Telus with that plan get the \$20 discount so that's a bit of a ripoff from Rogers
IPRO : Let me take a look and see if we have any other options

I PRO : I'm going to speak with another department to see if we have any options
I PRO : It will just be a couple minutes while I speak with the other department, thank you for your patience
DDBHH : ok thanks ga
I PRO : No problem just a few more minutes, thanks for your patience
I PRO : I haven't forgot about you, still working on the account
DDBHH : ok thanks
I PRO : I have an option here of 25% off on the wireless phone which would make the bill 45\$ plus tax
DDBHH : ok does that change my plan any like the gigabytes or anything else? ga
I PRO : Plan stays exactly the same
DDBHH : ok is that 25 percent a month ongoing? ga
I PRO : over 2 years
DDBHH : ok that works, thanks ga
I PRO : Let me add it to you account
I PRO : Before I add it I just need to verify the account
I PRO : Can I get your date of birth?
DDBHH : my phone number is
DDBHH : date of birth
I PRO : And your postal code please
DDBHH : postal code is
I PRO : Thank you
I PRO : Just about done adding the discount
I PRO : The 25% discount has now been added
I PRO : It will appear on your July 7th invoice and go for 2 years as of that date
I PRO : Any other questions?
DDBHH : nothing else, thanks bye now sksk
I PRO : My pleasure, have a great day ga sk
You have ended the call

LETTER FROM ROGERS' OMBUDSMAN REGARDING A DEAF WIRELESS CONSUMER
This Deaf individual contacted Rogers over a period of time to get an unbundled data plan.

July 5th 2015

[REDACTED]
[REDACTED]
Dear Mr [REDACTED]

I have concluded my investigation of your concern regarding your experience with Rogers Customer Service.

My understanding of your complaint:

- You have been a Rogers client for over 10 years paying for voice services despite not being able to use the full capacity of your plan due to a hearing impairment.
- At the time you renewed your wireless service agreement (approx. January 2012) you were told by an agent in Customer Relations, that once your contract expires you will no longer have to pay for the voice portion of your wireless plan yet this was not honored when your plan expired in January 2015.
- You are currently paying \$53 per month for a plan that includes 6GB of data and you are not satisfied with the higher rates of the data only plan that Rogers is currently offering which includes 150MB for \$35 per month.
- You are aware of others in your community who are not paying for a voice plan whatsoever with Rogers and as a result, you are questioning the accuracy of the responses given to you during the course of this complaint.
- You are requesting a review of the position taken by Rogers in this matter and asking to be reimbursed for the portion of your plan which you are not using on a go forward basis.

Research:

Through my review of your history with Rogers, I have found several examples of interactions where you inquired about the price of your wireless services and expressed a desire to find a more suitable rate.

In July 2010, while subscribed to a 'Network Access Plan' (data-only), Mr [REDACTED] contacted Customer Care to inquire about a lower rate for his wireless internet needs. The following month, M Mr. [REDACTED] was connected to a Blackberry Value Plan for a one-year term in order to reduce his monthly costs and Customer Care extended a discount of \$10 per month to compensate for the voice portion of the plan which he would not be using.

In June 2011, Mr [REDACTED] was connected to Customer Relations following a request to cancel his service. In an effort to retain his business, Mr [REDACTED] was offered a wireless plan with 3GB of data with no extension of his contract and included a bonus of 2500 text messages. Mr [REDACTED] requested removal of the text messaging feature in October 2011.

In January 2012, Mr. [REDACTED] expressed interested in upgrading his [REDACTED] was disappointed to find that he must subscribe to a voice and data plan in order to qualify for a subsidy. The store agent and Customer Care developed a tailored solution to meet Mr. [REDACTED]'s needs. The agents offered him a \$13 per month voice plan since it was the lowest available option at that time for a 36-month term. Mr. [REDACTED] accepted this solution and was relieved on cancellation fees should he terminate the contract prior to the conclusion of the three years.

In February 2012, Mr. [REDACTED] was in contact with a supervisor in the management office regarding the \$10 discount that he previously had on his account but was removed during his phone upgrade the month prior. The agent (Alcyone) agreed to restore the discount however when Mr. [REDACTED] inquired about an LTE data plan, Alcyone explained that these types of data plans were not eligible for further discounts. Mr. [REDACTED] agreed to a new three-year term on the LTE 6GB data plan for \$30.00 per month.

In June 2013, Mr. [REDACTED] contacted Customer Care to inquire about reducing his costs while in school however was specifically concerned with not losing the 6GB \$30 data plan to which he was currently subscribed. Mr. [REDACTED] agreed to a temporary suspension of his wireless service for three months at a rate of \$15 per month.

On January 24th, 2014, Mr. [REDACTED] was in contact with Krystal from Customer Relations about the possibility of replacing the voice portion of his wireless plan with a text messaging package without disrupting his 6GB data plan. Mr. [REDACTED] was concerned about adding any unnecessary costs to his overall bill. Krystal explained that this was not possible at this time since he was required to keep voice and data for the full length of his commitment. However, Krystal explained, when Mr. [REDACTED]'s plan expires in January 2015, he can reevaluate his options and determine if a data and text only service would be better suited to him

In September 2014, Mr. [REDACTED] inquired about upgrading to the new iPhone 6 without changing his plan. [REDACTED] was informed that a change of wireless package to a new Share Everything plan was a mandatory requirement to qualify for the subsidy on a two-year contract. The following month, Mr. [REDACTED] contacted Customer Care again to inquire about retaining his plan but removing the voice portion of the monthly rate. Mr. [REDACTED] was informed that there was no way to separate the plans as they all offered a combination of voice and data. Mr. [REDACTED] was also informed that he would not qualify for a subsidy on a new phone without changing his current plan.

On February 5th 2015, Mr. [REDACTED] contacted Customer Care to cancel his voice plan. He was informed that Rogers no longer offered any data only plans and that he would be required to keep the combination of both in order to retain the 6GB data option. Mr. [REDACTED] was also informed that a data only flex plan was available to [REDACTED] hearing impaired clients however text messages were not included in this plan. Mr. [REDACTED] was dissatisfied with the response and ended the call.

On February 23rd 2015, Mr. [REDACTED] contacted Customer Care again to inquire about a discount for which he might qualify being a hearing impaired client. Mr. [REDACTED] was informed that the compatible "Share Everything" plan that offered as much data as he currently had and would render him eligible for a \$15 discount was currently valued at \$95 per month but would include more features such as unlimited Canada wide text messaging, NHL Game Centre Live and Roam like Home.

Shortly thereafter, Mr. [REDACTED] was sent a letter from the Office of the President dated February 25th 2015 in response to his complaint to the CRTC. In this letter, Mr. [REDACTED] was informed that a new pricing structure for data only plans was in the works to address his needs and was offered to waive the voice portion of his plan while the details were being reviewed.

The monthly credits continued until April 27th, 2015, when Mr. [REDACTED] was presented with the new Flex rate data [REDACTED] 5 month for 150MB) with a special inclusion of unlimited text messaging and Roam like Home for hearing impaired clients. The Office of the President explained that if Mr. [REDACTED] phone on this plan he would be eligible for 4GB of data for \$67.50 per month under the discounted plan for non- subsidy clients. Since this option provided considerable savings over the Share Everything option, the Office of the President was satisfied that this solution was satisfactory to address Mr. [REDACTED]'s needs.

Regrettably, Mr. [REDACTED] pressed the CRTC for a more acceptable response as to why his current 6GB price plan could not be made data only at his current rate.

The Office of the President issued a written reply to the CRTC on May 22nd, 2015 regarding Mr. [REDACTED]'s outstanding concerns. In the response, the Office of the President explained that Mr. [REDACTED]'s request involved decoupling an expired plan on which other clients were also subscribed and technical challenges made this suggestion impossible. The letter stated that any changes to this grandfathered plan would inevitably impact all other subscribers to this same plan and in light of this, Rogers created a new plan at current market rates which included no voice portion [REDACTED] on par with those in the new Share Everything plans. Mr. [REDACTED] remained dissatisfied with the outcome and the case was referred to the Office of the Ombudsman.

Recommendation:

I have reviewed your experience with Rogers in great detail and can appreciate the disappointment and frustration you must have felt when met with the lack of flexibility by Rogers to accommodate your request for a data only plan. To be continuously referred to a more expensive plan with less data than what you currently have must have appeared ineffective and disrespectful.

In my investigation of your case I thoroughly reviewed the history of your interactions with Rogers regarding your wireless services over the years. As I anticipated, I found there was confusing and conflicting information in the responses you were given regarding the finality of the voice portion of your current plan. While it was disappointing to see that two agents in particular did not take measures to ensure they understood your questions fully before responding, I also found as many agents who accurately explained that the voice portion of the plan would not expire at the end of your contract in 2015. Aside from the inexcusable nature of inconsistent information, I also found that agents were not very knowledgeable about accessibility in general and it was an unfair burden on you as a client to have to repeat your question on so many occasions during the course of your wireless contract.

Although it seems to me that there have been many changes to the wireless service offerings over the years, from 'network access plans' to prepaid plans and discretionary discounts added to regular in market plans, it is evidently clear that the cost for wireless services has increased. In mid-2013 and in response to an industry change from three-year contracts to two-year terms, the concept of all in one pricing or "share plans" was born and has since become the norm in the industry. That said there are many wireless clients in Canada who continue to subscribe to grandfathered plans on month to month terms and as such are paying a lower amount for their monthly dues. Should any of these subscribers elect to renew, upgrade phones or opt-in to the new plan features, the rates for overall services will include more add-ons but the base cost will be higher than it was in the past. I believe part of your concerns is rooted in the higher cost for data service with changes to market rates in the industry in the past few years. Upon review of the terms of your service agreement with Rogers, I found that there is clear indication that rates are not guaranteed indefinitely:

<http://www.rogers.com/cms/pdf/en/Rogers-Terms-of-Service-Acceptable-Use-Policy-and-Privacy-Policy.pdf>

i. the Rogers Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, **pricing** or operation of the Services, the Equipment (except towards residents of Québec** in accordance with statutory warranties) or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the “Offering”);

Despite these terms, I believe it is the responsibility Rogers, as well as all wireless service providers, to provide accommodations to persons with disabilities to ensure there are no disadvantages to the access of mobile communications. Rogers is a federally-regulated company and is obligated to meet the CRTC’s regulations with respect to meeting the needs of accessibility in wireless service, it is my understanding that the following standards must be met by all Wireless service providers in Canada:

“Mobile wireless services

40. Consistent with its prior conclusions on the accessibility of wireline service,¹⁰ the Commission considers that the provision of a wireless service includes the means of accessing it. In order to attain access to wireless services, the terminal equipment (handsets) necessary to use the service must be accessible.

41. The record of this proceeding shows that some Canadian carriers that are wireless service providers (WSPs) currently offer handsets that are accessible by persons with disabilities. However, many WSPs do not. The lack of availability of accessible handsets is particularly acute for persons who are blind or have moderate to severe mobility or cognitive impairments.

42. The Commission considers that referring customers with disabilities to other handset suppliers would not be a reasonable accommodation by WSPs. When persons with disabilities are able to obtain accessible network-compatible devices from sources other than their WSP, such devices must generally be adapted for operation with the WSP’s network. Also, these customers may not obtain the necessary access to full technical support to address limitations in the use of wireless features and services supported by their handsets. Lastly, more cost is incurred as these customers do not benefit from pricing subsidies available in integrated service packages offered by their WSPs.

43. The record of this proceeding indicates that accessible mobile wireless handsets exist in other jurisdictions, such as the United States.

44. Accordingly, the Commission requests that, by 21 October 2009, all WSPs offer and maintain in their inventories at least one type of wireless mobile handset that will provide access to wireless service by persons who are blind and/or have moderate-to-severe mobility or cognitive disabilities.

45. In forbearing from the regulation of wireless service, the Commission retained its jurisdiction under section 24 and subsection 27(2) of the Telecommunications Act. Accordingly, the Commission will, if necessary, consider imposing a section 24 condition on the offering or provision of wireless service, requiring WSPs to provide such handsets.

46. The Commission requests that WSPs consult with parties representing persons with disabilities on an ongoing basis to determine which handsets they will make available to address the needs of persons with disabilities. Also in consultation with these groups, the Commission requests that the service providers provide reasonable technical and lifecycle support of these handsets in order to address unique needs, such as those imposed by assistive technologies.

Reference: CRTC 2009-430 - Accessibility of telecommunications and broadcasting services:

<http://www.crtc.gc.ca/eng/archive/2009/2009-430.htm>

Based on the above, it is my belief that Rogers has provided reasonable alternatives to its wireless plans by

offering a data only plan with unlimited text messages, Roam Like Home and Game Centre Live. I did not find any evidence of unjust treatment, breach in the above noted CRTC regulations or to the Rogers terms of your service agreement. I am disappointed to see that it took your case to propel the creation of the new data only plan however I am satisfied that these actions were an appropriate resolution for your concerns. This certainly does not, however, serve as justification for conflicting and confusing information from call centre agents as I witnessed in your history with Rogers. I have been in contact with leadership in Customer Care to make certain that such occurrences will not be repeated.

Mr [REDACTED] it is both embarrassing and unfortunate that your experiences required an escalation to this level in order to achieve material changes to the pricing structure and I appreciate that you were so willing to take your personal time to pursue this matter. I sincerely hope the information that I gathered during the course of this investigation provided you with a degree of transparency as well as restored your confidence in the level of engagement by Rogers in this important exercise. In addition to the plans outlined above and in the interest of resolving this matter, I am recommending that Rogers provide you with one year of complimentary services on the new flex plan at the highest rate of \$75 per month (Value: \$900.00) in recognition for the time spent seeking a resolution to this matter. If this outcome is satisfactory to you, please respond in writing within 30 days and I will coordinate the required actions on your behalf.

As you are aware, my recommendations are non-binding for either party. You are free to pursue other dispute resolution avenues if you are not satisfied with my recommendation. You can refer your complaint to the Commissioner of Complaints for Telecommunications Services (CCTS) at www.ccts-cprst.ca.

Yours truly,

Kim Walker
Ombudsman

***** END OF DOCUMENT *****