



DEAF
WIRELESS
CANADA
COMMITTEE

COMITÉ POUR LES
SERVICES
SANS FIL DES
SOURDS DU
CANADA

Canadian
Association of the Deaf



Association
des Sourds du Canada



Undertaking: DWCC et al's Response

CRTC Telecom Notice of Consultation 2018-246: Report regarding the retail sales practices of Canada's large telecommunications carriers

November 1, 2018

Undertaking

CRTC TNC 2018-246: Report regarding the retail sales practices of Canada's large telecommunications carriers

DWCC et al hereby thanks the CRTC for the opportunity to participate in the TNC 2018-246 proceeding and provide Canadians who are Deaf, Deaf-Blind and Hard of Hearing (**DDBHH**) perspective of the sales practices of the large telecommunication service provider companies in our natural language - American Sign Language (ASL).

At the public hearing, Commissioner Laizner twice asked about the Accessibility Plan, and after Ms. Anderson-Kellett's response, it became an Undertaking by CRTC's Legal Counsel Bill Abbott, as seen in transcript excerpts below:

*420 **COMMISSIONER LAIZNER:** And what about the example that was given where - with respect to promotions or even the accessibility plan where, in the example that was given by the CCTS, they felt that they were not clear about the fact that a discount might only apply for a few months, they expected to apply for the full contract? I'd like to know that you've heard about.*

And, I'll just ask the second question at the same time. Are there cases where the accessibility plan, the discount has been applied, but not for the full term of the contract?

422 Have you had problems like that?

*423 **MS. ANDERSON-KELLETT:** Again, this is Lisa.*

424 That's a really good question. I do not know that...

425 I have 12 contacts that I have to follow-up with...

At closing of DWCC et al appearance:

518 Oh, sorry me. Counsel.

*519 **MR. ABBOTT:** Mr. Chair, if I could just clarify an undertaking.*

*520 **THE CHAIRPERSON:** I - thank you.*

521 I believe legal counsel has a point to raise.

*522 **MR. ABBOTT:** Good afternoon. I just wanted to clarify an undertaking.*

523 *In response to Vice-Chair Laizner's question, Ms. Anderson-Kellett offered to provide follow-up information, if available, on the deaf, the deaf-blind and hard of hearing experience are considered honored for the entire period the contract and the accessibility discounts are honored for the entire period of a contract.*

524 UNDERTAKING

525 **MS. ANDERSON-KELLETT:** *Right. That it applies to the whole (term) of the contract and not just a short term, right.*

526 *I can follow up with those 12 individuals and see what happens, so hopefully I - somebody will have a response to that.*

527 **MR. ABBOTT:** *Thank you. And the undertakings are due on November 1st.*

528 **MS. ANDERSON-KELLETT:** *Okay, will do.*

529 *Thank you.*

Appendix A (starting on page 51) of DWCC et al's final report contains anecdotal excerpts from DDBHH Canadians. DWCC et al responds to Commissioner Laizner's questions for each of the ***Anecdotal Emailed Stories and Descriptions*** as follows:

Deaf-Blind #1 - identified as AB - page 52:

AB got the 2GB free consistently with Bell for four to five months, until she switched to Virgin with the same accessibility plan. At the time I (Megan) was talking to her, the switch was done due to frustration with the high cost of her Bell plan.

Currently, she has Virgin, and she got the Accessibility Plan of 2GB free of charge only after she switched to Virgin from Bell. The switch and receiving the Accessibility Plan was only within the past month.

Not Applicable - For Bell, the response is that the accessibility plan was consistent. However, for the customer's experience with Virgin, it is too early to have a response to Commissioner Laizner's questions, as customer has received accessibility plan only within the past month.

Deaf-Blind #2 - identified as CD - page 52:

CD did not get the Accessibility Plan from Telus or Koodo due to having a pre-paid lower cost plan. Her issue was about being unable to register for T911 as a pre-paid customer.

Not Applicable - does not have existing Accessibility Plan due to the conditions around prepaid lower cost plan, and the issue was more about Text with 9-1-1 access, therefore for CD, DWCC et al is unable to answer Commissioner Laizner's questions.

Deaf-Blind #3 - Rogers billing inconsistency - page 53:

This person appears to have late fees that accumulated on what appears to be a pre-paid plan. In the beginning the accessibility plan was denied, primarily for lack of awareness on behalf of the sales agent, and when finally applied, the accessibility discount became inconsistent.

Response: At this stage, we are unable to confirm if the Accessibility Plan is applied or not due to the fact that the answer would only come from the customer's upcoming billing cycle later in November, therefore we are unable to answer Commissioner Laizner's questions for this particular customer.

Deaf-Blind #4 - page 54:

Response: Incomplete scenario provided by Deaf-Blind customer, therefore DWCC et al are unable to answer Commissioner Laizner's questions for this anecdotal excerpt.

Deaf-Blind #5 - Identified as IJ - page 54:

This person does not have the Bell 2GB Accessibility Plan as she has not applied for it yet, IJ will apply when she has an ASL intervenor - interpreter available to explain the process and help her go through it.

Response: Customer does not currently have an Accessibility Plan; therefore, this is another incomplete scenario with a Deaf-Blind customer, therefore we are unable to answer Commissioner Laizner's questions for this anecdotal account.

Deaf-Blind #6 - page 55:

This customer was denied the \$20 Accessibility Plan from Rogers due to having 10gb for \$60 per month plan. Rogers claimed that plans that were already "discounted" and therefore customers were not eligible for the Accessibility Plan.

Response: Not Applicable - does not have existing Accessibility Plan therefore unable to answer Commissioner Laizner's questions.

Deaf-Blind #7 - page 55:

This customer had not yet applied for the Accessibility Plan from Bell at time of the hearing, Bell did not tell her about Accessibility Plans and other options.

Response: Not Applicable - does not have existing Accessibility Plan therefore unable to answer Commissioner Laizner's questions.

Deaf #8 - page 56:

TW - Yes, I use accessibility plan 40 dollars monthly 10 gb., their monthly 60 dollars and got discounted to 40 dollars monthly. No, I don't have contract term and only recently got Accessibility Plan with 10 gb and discounted 60 to 40 dollars. ...I have no idea about example 3 months and then removed ...I did check the billing view seems nothing info on it.

Response: Not Applicable for the reason that it is too soon to determine with only getting the Accessibility Plan recently so DWCC et al is unable to answer Commissioner Laizner's questions for Deaf #8.

Deaf #9 - page 57:

Followed up with Deaf #9 and the answer is they received an Accessibility Plan from Telus starting in January, and they confirm that Telus has been consistent since then with the \$20.00 Accessibility Plan.

Response: DWCC et al hope this satisfies Commissioner Laizner's questions for customer Deaf #9.

Deaf #10 - page 58

Followed up with Deaf #10 and the answer is as of now yes Bell has been consistent with the rate since we were given the Accessibility Plan in March. And the customer "sure hopes it's for the full term."

Response: DWCC et al hope this satisfies Commissioner Laizner's questions for customer Deaf #10.

Deaf-Blind #11 - [First Intervention](#), page 7:

Deaf-Blind #11: I never got the Accessibility Plan, it was denied due to subscribing to the 10 gig / \$60 plan.

Response: Not Applicable - does not have existing Accessibility Plan therefore unable to answer Commissioner Laizner's questions.

Deaf #12 - [First Intervention](#), page 17:

Deaf#12: Upon reviewing the submission within the first intervention, DWCC et al notes the posted situation is stale (circa 2015) and since then this customer has switched to

multiple wireless service providers and is now with a flanker company.

Response: Not Applicable - do not have current relevant account information, since client has since left, therefore DWCC et al is unable to answer Commissioner Laizner's questions for customer Deaf #12.

Summary:

This undertaking provides more information on 12 customers who are Deaf, Deaf-Blind, and Hard of Hearing originating from the analysis report and first intervention of TNC 2018-246. DWCC et al cautions against drawing any conclusions from the above customer profiles because of the fact that the Accessibility Plans have only been around less than a year since it was launched on June 21, 2017 according to [Telecom Regulatory Policy 2016-496](#):

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.

The resulting Accessibility Plan outlook, as per to this document for the proceeding on sales practices, is outlined as:

- a) Customers Deaf #9 and Deaf #10 were the only two who reported no issues with getting and maintaining their accessibility plans over a period of time - less than one year in both cases. However, DWCC et al cautions that these two respondents had their accessibility plans for less than a year.
- b) The other ten respondents, DWCC et al was not able to determine whether or not any of Canada's large telecommunications carriers granted their DDBHH consumers Accessibility plans only "for a portion of the contract" as opposed to "for the duration of the contract" for the following major reasons:
 - The consumer did not have an accessibility plan to start with;

- The consumer's issues were unrelated to the accessibility plans; and
- The consumer did not have the accessibility plan long enough.

Thus, DWCC et al will continue and address the issues on accessibility plans that will be customized to meet with our accessibility needs that will able to give the full realization of human rights for Deaf, Deaf-Blind and Hard of Hearing Canadians in telecommunication accessibility for [functional equivalency](#).

Submitted by:

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