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The CAD-ASC et al. as a joint group is made up of four organizations jointly submitting:  
Canadian Association of the Deaf-Association des Sourds du Canada (CAD-ASC)  
Canadian National Society for the Deaf-Blind (CNSDB)  
Deafness Advocacy Association of Nova Scotia (DAANS)  
Deaf Wireless Canada Consultative Committee (DWCC-CSSSC)

## **I. Introduction**

1. In the [Notice of Consultation TNC 2018-422](#), the CRTC seeks comments on the need for a mandatory code of conduct for retail fixed Internet access services provided to individuals and small businesses by large facilities-based Internet service providers (the “Code”).
2. Following receipt of interventions and replies in December 2018 and January 2019, the CRTC has requested further information from several participants in the proceeding, including the CAD-ASC et al.
3. In this submission, CAD-ASC et al provides responses to the three questions that it was asked.

## **II. Answers to Requests for Information - Appendix 1 - Questions for all parties**

- 1. Given the importance of ensuring consumers understand time-limited promotional offers and pricing, comment on whether the following should be key contract terms for retail Internet contracts:**
  - details of any applicable promotion(s),
  - the promotion(s) expiry date(s),
  - the total monthly rate, including and excluding any applicable promotions, and
  - the contract expiry date or minimum contract period, distinct from promotions.
- 4. CAD-ASC et al response:** CAD-ASC et al. agrees with the Competition Bureau - all one-time costs, cancellation fees, and average performance that can be expected at peak times must also be included (and clearly spelled out in simple English / French) in such internet contracts. The reference is to Competition Bureau’s response on March 21, 2019 reads as:

*“The Bureau agrees that the factors listed in the CRTC’s question 1 above are key contract terms. However, in addition to the factors listed in the CRTC’s question 1 above, the Bureau also recommends that any one-time costs, cancellation fees, and average performance that can be expected at peak times should also be included. These terms were also found to cause a mismatch between what consumers think they are purchasing, and what is delivered to them, in reviewing the Bureau’s complaints.”*

5. In addition to the items listed in Competition Bureau’s Paragraph 5 (as quoted earlier), CAD-ASC et al. strongly believes and highly recommends that all change fees be clearly identified, spelled out in **plain language of English and French** and included in internet contracts.

6. CAD-ASC et al. emphasizes that an Accessibility Plan must be protected within any internet (and wireless) contract held by DDBHH person and a person with a disability. DDBHH Internet customers must have a **permanent note** on their account formally indicating they are entitled to Accessibility Plans. Since DDBHH consumers remain DDBHH consumers for the rest of their lives, they must not ever be denied their entitlement to accessibility plans.

As an example: [AT&T Accessibility Plan](#) is a group of rate plans developed for customers who, because of a disability, are unable to effectively communicate over voice networks. These plans provide data only access to AT&T’s network and typically include the following features: Text Messaging, E-mail, and Video Calling or Multimedia Messaging (when not restricted by device). Certification of disability is required to process AT&T Accessibility plan applications. Applications that are incomplete or received without the appropriate certification will not be considered for enrollment in the AT&T Accessibility rate plan.”

7. CAD-ASC et al. envisions it would be a simple matter to add “Internet access,” to the above accessibility plan. It should be an internet accessibility plan, just as a wireless accessibility plan.

8. To contribute the perspective of Deaf, Deaf-Blind and Hard of hearing consumer experiences, because of the communication challenges that persist between non-signing hearing ISP front-line staff and the signing customers, additional measures must be taken into consideration. This is to avoid being taken advantage of, or the case where their account is being jeopardized or at risk for losing the same agreement as originally agreed to. Thus, CAD-ASC et al. sees the need to notify Deaf customers with reasonable advance notice that their internet contract is expiring. The internet companies are taking advantage of the Deaf customers and when they are unaware that their contract is expired. The ISP needs to provide accessibility needs for

DDBHH customers for removing any communications barriers at retail stores, such as sign language interpretation through live-person or video remote interpreting.

9. The ISP companies need to send via e-mail, a standard ASL or LSQ notification video that alerts and explains that the customer's internet contract is to expire, within 45 days. This accessible video will be able to provide the information to DDBHH customers before making any decisions related to the contract with ISP companies.

10. CAD-ASC et al. also wishes to remind the Commission that it already recommended in its initial intervention that such internet contracts be made available on request in ASL / LSQ to DDBHH consumers. Please see our [survey analysis report](#), in Recommendation #2 whereas we recommend that the CRTC mandates in the new policy for Deaf, Deaf-Blind and Hard of Hearing Canadians, a plain language version and two accessible ASL and LSQ video productions: 1) Internet Code and Your Rights 2) Common Internet contract 4 terminologies, with special attention to data management, produced by a unified group such as the CWTA.”

- 2. Some ISPs have argued that retail small business[1] Internet contracts are distinct from individual consumer contracts and that the Internet Code, in whole or part, should not apply to small business customers. Provide your view, with supporting rationale, on whether**
  - a) any sections of the Code should not apply to small businesses or should be modified to apply to small businesses, and**
  - b) the impact on small businesses and other stakeholders if the Internet Code did not apply to them or if the Code only applied to them in part.**

11. **CAD-ASC et al response:** CAD-ASC et al. strongly believes and highly recommends that the internet code in its entirety must equally apply to both individual consumers and small business owners. Based on CAD-ASC et al.'s anecdotal knowledge, Canadian small businesses owned by DDBHH individuals do not have monthly telecommunications bills exceeding \$2,500<sup>1</sup>. Therefore DDBHH consumers deserve and are entitled to exactly the same protection offered by the Internet Code either as private citizens or as small business owners.

- 3. To the extent your intervention addressed provincial consumer protection laws/regulations, provide further and detailed explanation as to any potential or actual overlap, conflict or inconsistency between the provisions of the Proposed Code and provincial consumer protection laws/regulations. Provide examples and note the relevant provisions of the enactment.**

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<sup>1</sup> Use the following definition of small business: A small business is defined as one whose average monthly telecommunications bill is under \$2,500. (Source: BTRP CRTC 2014-576, Footnote 7 in this document: <https://crtc.gc.ca/eng/archive/2014/2014-576.htm>)

12. **CAD-ASC et al response:** CAD-ASC et al.'s intervention filed with the Commission on January 07, 2019 and the survey analysis report "[An Accessible Internet Code for Deaf, Deaf-Blind and Hard of Hearing Canadians](#)" filed with the Commission on March 04, 2019 both did not make any references to any provincial consumer protection laws/regulations. Therefore CAD-ASC et al. has no response(s) to offer for the third question.

### III. Conclusion

13. CAD-ASC et al supports the concept of the Internet Code to protect customers, and especially those within the groups of [vulnerable Canadians](#), and Deaf, Deaf-Blind and Hard of hearing Canadians can be easily targeted and taken advantage so the Code safeguards these customers. Priority should be focused on resolving accessibility issues for Internet services through the established Internet Code.

14. Should you have any questions, feel free to contact us.

Sincerely yours,

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