

# **LIMITED USAGE of mobile Internet access services: informing and protecting consumers**

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Of Industry Canada



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Union des consommateurs is a member of Consumers International (CI), a federation of 220 members from 115 countries.

*The masculine is used generically in this report.*

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## **UNION DES CONSOMMATEURS**, *strength through networking*

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Union des consommateurs is a non-profit organization whose membership is comprised of several ACEFs (*Associations coopératives d'économie familiale*), *l'Association des consommateurs pour la qualité dans la construction* (ACQC), as well as individual members.

Union des consommateurs' mission is to represent and defend the rights of consumers, with particular emphasis on the interests of low-income households. Union des consommateurs' activities are based on values cherished by its members: solidarity, equity and social justice, as well as the objective of enhancing consumers' living conditions in economic, social, political and environmental terms.

Union des consommateurs' structure enables it to maintain a broad vision of consumer issues even as it develops in-depth expertise in certain programming sectors, particularly via its research efforts on the emerging issues confronting consumers. Its activities, which are nation-wide in scope, are enriched and legitimated by its field work and the deep roots of its member associations in the community.

Union des consommateurs acts mainly at the national level, by representing the interests of consumers before political, regulatory or legal authorities or in public forums. Its priority issues, in terms of research, action and advocacy, include the following: family budgets and indebtedness, energy, telephone services, radio broadcasting, cable television and the Internet, public health, food and biotechnologies, financial products and services, business practices, and social and fiscal policy.

Finally, in the context of market globalization, Union des consommateurs works in collaboration with several consumer groups in English Canada and abroad. It is a member of *Consumers International* (CI), a United Nations recognized organization.

## INTRODUCTION

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“Zettabyte”... The world flow will soon be measured with<sup>1</sup> this intriguing unit of measurement representing nothing less than one thousand billion gigabytes, according to a study from giant computer products and services Cisco.

The company also states that by 2016 the number of tablet computers connected to a mobile network will be multiplied by eight and the number of smart phones, by three. Even though more than half of the world’s Internet connections are already wireless, functions using the mobile Internet will become more popular. Video apps, for example, will be used by 1.613 billion users, six times greater than in 2011.

Cisco is not the only one forecasting this extremely rapid evolution of Internet consumption patterns. More and more consumers are abandoning traditional computers and are using a variety of smart devices to surf the Web, to exchange on social networks, and are downloading a vast array of audio and video content. This presents a great opportunity for telecommunication service providers to diversity their activities and offer Internet access via their infrastructures.

In this area, however, we are very far from friendly usage by consumers of available gigabytes of data.

In fact, for ordinary people, access to the Internet via a cellular network can lead to a few very unpleasant surprises. Some consumers have had to face huge bills, four or five digits, to have accessed the Internet from a cellular network<sup>2</sup>. Confused and upset, they say they erred buying a smart device and looked for other horizons without knowing that on that type of device, Internet access is enabled by default, or thinking they were accessing the Internet via Wi-Fi when they actually were connected to their provider’s cellular network. And so, many consumers in the past, without knowing it, have made the mistake of letting their smart devices swallow several megabytes (or gigabytes!); quantities of data invoiced at high cost by Canadian service providers.

Media and regulatory authorities frequently speak about the “bill shock” phenomenon to qualify the consumer’s negative experience faced with high contingent costs on their wireless services bill.

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<sup>1</sup> CISCO. Page “Cisco VNI Service Adoption Forecast, 2011-16”, CISCO Systems Inc., San Francisco, United States, no date. [Online]

[http://www.cisco.com/en/US/solutions/collateral/ns341/ns525/ns537/ns705/ns1186/Cisco\\_VNI\\_SA\\_Forecast\\_WP.html](http://www.cisco.com/en/US/solutions/collateral/ns341/ns525/ns537/ns705/ns1186/Cisco_VNI_SA_Forecast_WP.html) (page visited on April 24, 2013).

<sup>2</sup> These include the story of the consumer who received a spectacular \$22,000 bill after returning from a family trip to Mexico, and multiple American cases, all affected by use limitations:

**TOMLINSON, Kathy.** “Dad gets \$22,000 data roaming 'shock' from Fido”, CBC News British Columbia, Vancouver, Canada, March 4, 2013. [Online] <http://www.cbc.ca/news/canada/british-columbia/story/2013/03/01/bc-rogers-roaming.html> (page visited on April 15, 2013).

**PORTNOY, Steven & Devin DWYER.** “FCC Chairman Wants Rules to Prevent Cell Phone 'Bill Shock'”, ABC News, Miami, United States, October 13, 2010. [Online] [http://abcnews.go.com/Politics/fcc-chairman-genachowski-targets-cell-phone-bill-shock/story?id=11869354#\\_UZUG-8o4eLg](http://abcnews.go.com/Politics/fcc-chairman-genachowski-targets-cell-phone-bill-shock/story?id=11869354#_UZUG-8o4eLg) (page visited on April 15, 2013).

If these negative experiences are usually caused by billing and by using a service under limited usage, whatever its nature, they are frequently associated with the use of mobile data via smart devices<sup>3</sup>, and sometimes more specifically with the use of roaming data<sup>4</sup>, which is outside the provider's network.

Are consumers correctly informed on how the mobile Internet works? Do they know, before opting for the very last model of smart phone, about the limited usage established by their service provider, what they mean and how much it will cost if they are exceeded? Do they know how to effectively manage their usage? Can they afford it? In fact, can consumers currently avoid the often negative consequences caused by the use of mobile Internet and by exceeding their limited usage?

Based on a review of the literature, the first section of our report will outline the evolution of the wireless services market. More specifically, this will deal with the growing mobile Internet market, while describing the main issues that were raised here and around the world concerning Internet access via cellular networks and on the establishing limited usage.

The second section will present an overview of consumers' and service providers' perspective. Based on the results of an in-house survey, we will present a profile of the knowledge of informed consumers and the information to which they had access before buying a smart device. We will also discuss the appreciation level of information offered and consumer habits in terms of managing the use of their mobile data in addition to what they expect in terms of information. Many survey highlights were presented to the main service providers who accepted to share their approach on the issues occurring in Canada. We will summarize their approach.

The third section will detail all information offered to mobile Internet users by service providers. It will present a profile of the services offered in Canada, various pricing models used and information specifically available to users to track their usage. We will analyse the completeness and the clarity of the written information for users generated by the comprehensive study we conducted on brochures and Web sites from telecommunication service providers.

We will then analyse whether the issues encountered in Canada are unique or if they occur in a specific way. Since additional costs related to the use of mobile Internet have generated a lot of complaints elsewhere around the globe, some foreign instances have taken steps to ensure that consumers have the capacity to be correctly informed by service providers on the operation, the usage and pricing of mobile Internet. In that section, we will discuss the solutions put in place by the United States, Australia, and the solutions that France intends to implement to improve the transparency of wireless service offers, so that, most importantly, consumers can have full control of their usage to avoid exceeding the limits imposed by service providers.

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<sup>3</sup> **MOSES, Asher.** "Rogue apps causing bill shock, battery drain", Sydney Morning Herald, Sydney, Australia, November 27, 2012. [Online] <http://www.smh.com.au/digital-life/mobiles/rogue-apps-causing-bill-shock-battery-drain-20121127-2a51b.html> (page visited on April 15, 2013).

<sup>4</sup> **CENTRE POUR LA DÉFENSE DE L'INTÉRÊT PUBLIC/PUBLIC INTEREST ADVOCACY CENTRE (CDIP/PIAC).** Press release: "Canadian Consumers Expect Better Protections for International Roaming Fees", PIAC, Toronto, Canada, December 10, 2012. [Online] [http://www.piac.ca/telecom/canadian\\_consumers\\_expect\\_better\\_protections\\_for\\_international\\_roaming\\_fees](http://www.piac.ca/telecom/canadian_consumers_expect_better_protections_for_international_roaming_fees) (page visited on April 18, 2013).

The "Canadian Consumers Expect Better Protections for International Roaming Fees" report is available online in a pdf format at: [http://www.piac.ca/files/consommateurs\\_wirelessroaming\\_final\\_en.pdf](http://www.piac.ca/files/consommateurs_wirelessroaming_final_en.pdf)

The fifth section will outline relevant elements of certain provincial consumer protection legislations that may specifically relate to mobile Internet usage; and then, we will describe recent debates that took place at the federal level since the CRTC decided to prescribe uniform information standards on wireless services.

The last section will comprise a reflection of the solutions that could be put in place to solve the identity issues so that the consumers may avoid unplanned user fees generated by mobile Internet. These areas of opportunity will derive, in particular, directly from consumer comments, some regulatory authorities as well as from members of the industry.

## 1. WIRELESS SERVICES AND DATA TRANSFER

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### 1.1 WIRELESS SERVICES: A UNIVERSEL ADOPTION SOON?

Mobile telephony is gaining in popularity. That trend is being observed by multiple telecommunication supervisory authorities here and around the world. In France, the *Autorité de régulation des communications électroniques et des postes* (ARCEP), states that the number of wireless services customers increased from 59.7 million to 73.1 million between 2009 and the last quarter of 2012<sup>5</sup>. The penetration rate is so high that it is equivalent to more than one device per person. The French market is going through an exciting transition. In fact, a dynamization of competition generated specifically with the arrival of Free Mobile on the market, which forced competitors to “offer new ranges of plans without any commitment and at lower rates<sup>6</sup>”, generated a decrease in revenues in 2012, notwithstanding an important increase of mobile data usage<sup>7</sup>.

The adoption of wireless services in the United States is widespread: the country had more than 300 million wireless services subscribers<sup>8</sup>, with a penetration rate of 102% among American citizens, notwithstanding the fact that wireless services are recognized to be the most expensive in the world.

The penetration rate of wireless services is not as spectacular in Canada at 78.0%, despite the fact that service providers’ networks almost cover the entire congested areas in Canada. But, the Canadian Radio-television and Telecommunications Commission (CRTC) notes that the revenues of the telecommunication industry increased by 25% in 2012, from all service categories. Revenues from data transmission are important, with a 12%<sup>9</sup> increase in revenue.

The rates for wireless services in Canada are considered very high, however, and are just a little less than rates in the United States according to several sources. A report published in 2001 by OECD states that Canada has the most expensive roaming charges in the world<sup>10</sup>. A study from The Public Interest Advocacy Centre (PIAC) sheds light on the unfavourable opinion of consumers towards data roaming fees. Eighty-nine percent of respondents to the PIAC survey considered fees to be too high<sup>11</sup>.

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<sup>5</sup> **AUTORITÉ DE RÉGULATION DES COMMUNICATIONS ÉLECTRONIQUES ET DES POSTES (ARCEP)**. Page “Observatoire/Services mobiles – Q1 2013, ARCEP, Paris, France”, May 2, 2013. [Online] <http://www.arcep.fr/index.php?id=1&L=1> (page visited on May 3, 2013).

<sup>6</sup> **GAZANNE, Hayat**. “Téléphone mobile : plus de clients, plus de volumes, moins de chiffre d'affaires”, *Le Figaro*, Paris, France, April 5, 2013 [Online] <http://www.lefigaro.fr/societes/2013/04/05/20005-20130405ARTFIG00296-telephone-mobile-plus-de-clients-plus-de-volumes-moins-de-chiffre-d-affaires.php> (page visited on April 12).

<sup>7</sup> *Ibid.* “L’Arcep parle d’une « explosion », avec une croissance annuelle des volumes de consommation de données de 70,4 % sur les trois derniers mois de 2012”.

<sup>8</sup> **CTIA-THE WIRELESS ASSOCIATION**. Page “Wireless Quick Facts – Year End Figures”, CTIA, Washington, United States, no date. [Online] <http://www.ctia.org/advocacy/research/index.cfm/aid/10323> (page visited on April 18, 2013).

<sup>9</sup> **CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC)**. “CRTC 2012 Communications Monitoring Report”, CRTC, Ottawa, Canada, 242 pages. [Online] <http://www.crtc.gc.ca/eng/publications/reports/policymonitoring/2012/cm2012.pdf> (document consulted on April 18, 2013).

<sup>10</sup> **OECD**. Page “More effective competition and better regulation needed to cut high mobile data roaming costs, says OECD”, OECD, Paris, France, June 8, 2011. [Online] <http://www.oecd.org/newsroom/moreeffectivecompetitionandbetterregulationneededtocuthighmobiledataroamingcosts-saysoecd.htm> (page visited on May 25, 2013).

<sup>11</sup> **CDIP/PIAC**. *Op. cit.*, note 4.

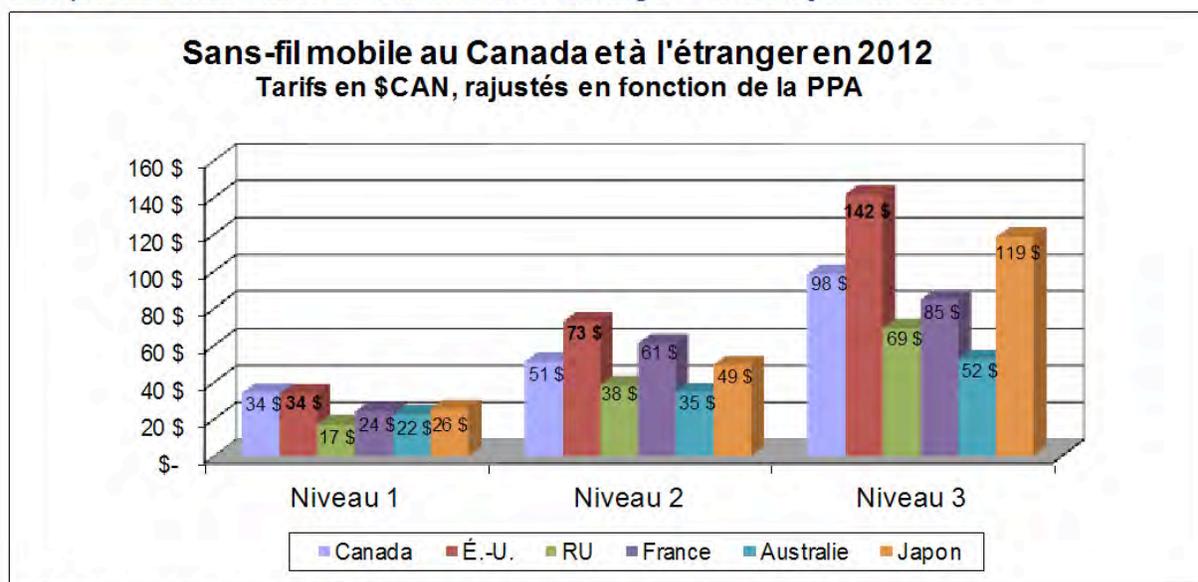
Some experts identify Canada as being the country where the average revenue generated by wireless users is among the highest in the world<sup>12</sup>. According to the CRTC, the average revenues generated by Canadian users have evolved inconsistently since 2007. However, they have to admit that for all provinces combined, they never go lower than \$50 per month per user<sup>13</sup>. In 2011, they were close to \$58 against \$56.18 the previous year.

Data gathered by the CRTC also seem to indicate that mobile data prices in Canada, if not the highest in the world, are superior to these in many other countries. Table 1 below shows that Canada usually offers more cost-effective services than the United States and Japan (the latter usually offering rates lower than then ones in Canada for level 1), but the prices for Canadian service providers are systematically higher than these in France, the United Kingdom and Australia. Furthermore, Canada is on an equal footing with the United States for the most expensive rates on plans considered as the most cost effective (level 1).

The following graph illustrates how the mobile Internet rate in Canada remained stable during the last years whereas the mobile data rate in the United States, Japan and France is decreasing. Furthermore, the rate in some European countries is increasing slightly which leaves them considerably lower than these in Canada.

Figure 1<sup>14</sup>

*Comparaison des tarifs au Canada et à l'étranger – Mise à jour de 2012*



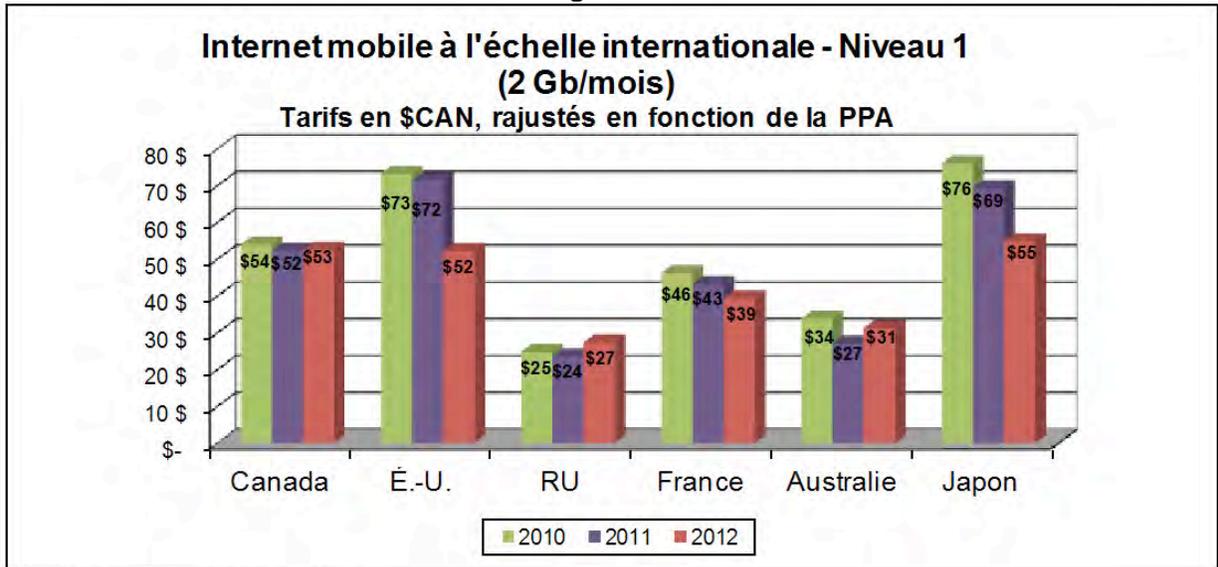
Wall Communications Inc. 2012

<sup>12</sup> **NOWAK, Peter**. "Debunking the wireless myth busters, redux", blog WordsbyNowak, Canada, March 18, 2013. [Online] <http://wordsbynowak.com/2013/03/18/wireless-myths/> (page visited on May 16, 2013).

<sup>13</sup> **CRTC**. *Op. cit.*, note 9, page 170.

<sup>14</sup> **WALL COMMUNICATIONS INC.** "Price Comparisons of Wireline, Wireless and Internet Services in Canada and with Foreign Jurisdictions", updated in 2012, Wall Communications Inc. April 6, 2012, Figure 4, Ottawa, Canada, 70 pages, p. 24. Available on the CRTC Web site [Online] <http://www.crtc.gc.ca/fra/publications/reports/rp120406.pdf> (document consulted on April 18, 2013).

Figure 2<sup>15</sup>



Wall Communications Inc. 2012

## 1.2 WIRELESS SERVICES: AN IMPORTANT SOURCE OF DISSATISFACTION AMONG CANADIAN CONSUMERS

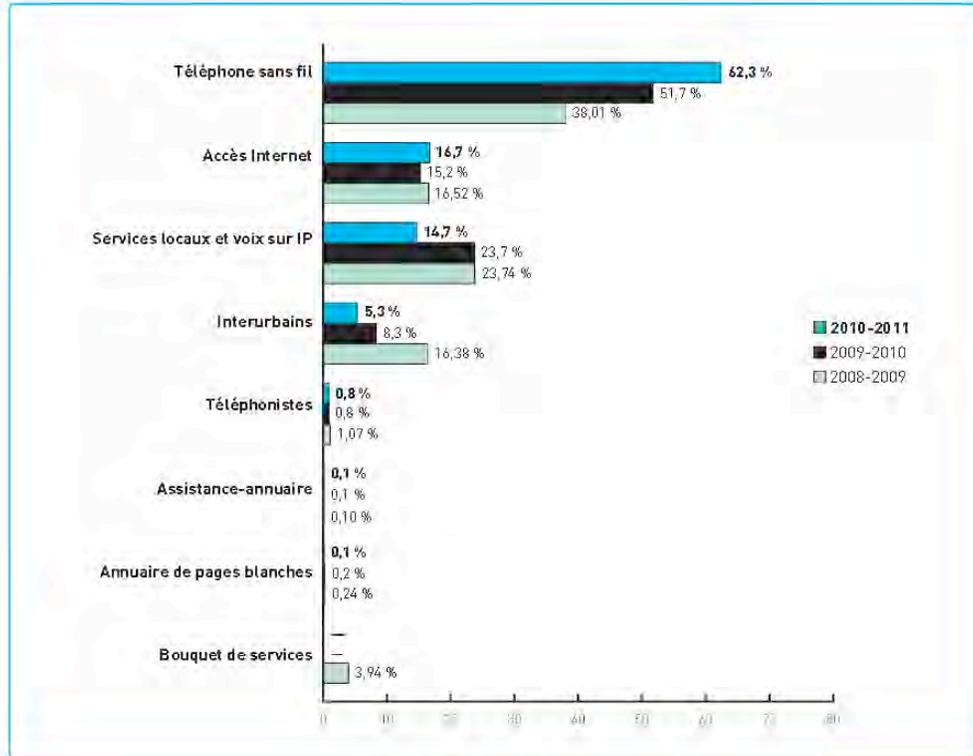
The number of complaints filed by consumers for wireless services is increasing more rapidly than industry revenues. Since creation of the Commissioner for Complaints for Telecommunications Services (CCTS) in 2008, the number of complaints increased steadily. More than 10,000 complaints were received by the CCTS during FY 2011-12. The majority of these complaints were about billing errors or contract disputes. Also, more than 60% of complaints were related to wireless services, which represent an increase of the ever-growing number of issues raised by consumers. See the table below.

<sup>15</sup> *Ibid.* Figure 7, p. 38.

Figure 3<sup>16</sup>

Plaintes par type de services

Pour la deuxième année de suite, nous avons reçu un plus grand nombre de plaintes en lien avec les services sans fil qu'en lien avec tous les autres types de plaintes combinés.



The numbers of issues raised by consumers strictly dealing with mobile data seem relatively small compared to the total number of complaints in the telecommunications sector; the last CCTS annual report (2011-12) noted 264. The CCTS identified data fees and bandwidth fees as being one of the main sources of issues among all complaints related to billing errors. There were also 211 complaints on roaming fees, which most likely include complaints related to mobile roaming data. Finally, there were 1,683 complaints related to monthly plan fees which could also include disputes regarding rates for mobile Internet<sup>17</sup>.

<sup>16</sup> COMMISSIONER FOR COMPLAINTS FOR TELECOMMUNICATIONS SERVICES (CCTS). “2010-11 Annual Report”. Detailed Analysis of Issues Raised in Complaints, Ottawa, Canada, 2011, 45 pages, page 18. [Online] <http://www.ctcs-cprst.ca/wp-content/uploads/pdfs/en/CCTS-Rapport-Annuel-2011.pdf> (document consulted on April 18, 2013).

The 2011-12 Report states similar statistics for the year in progress only. Wireless services: 60.2%; Internet access: 18.0%; Local services and voice on IP: 17.4%; Long distance: 4.7%. The CCTS states again that: “customers complained on wireless services more than on any other services.”

CCTS. “2011-12 Annual Report”, CCST, Ottawa, Canada, 2012, 48 pages, page 11. [Online] <http://www.ctcs-cprst.ca/wp-content/uploads/pdfs/en/2011-2012/CPRST-Rapport-Annuel-2011-2012.pdf> (document consulted on May 26, 2013).

<sup>17</sup> CCTS. “2011-2012 Annual Report, CCTS”, Ottawa, Canada, 2012, 48 pages, [Online] <http://www.ctcs-cprst.ca/wp-content/uploads/pdfs/en/2011-2012/CCTS-Annual-Report-2011-2012.pdf> (document consulted on April 26, 2013).

It is also important to note that the CCTS published some relevant qualitative data in its 2010 annual report which stated that the Commissioner received many complaints on the use of mobile Internet. The CCTS explains that consumers don't necessarily understand what the limited usage included in their plans actually is. The report also shows that consumers don't trust usage statements from service providers. The CCTS also raised the question on the relevance of monitoring the practices of companies in this regard, or the necessity of developing independent information tools<sup>18</sup>.

### 1.2.1 Complaints received from abroad

With respect to statistical analysis published by the CCTS, we must consider that the organization is still less than a few years old, and that consumers are not necessarily aware that such an organization can deal with complaints. The 2011-12 annual report is also the first to publish the specific number of consumer complaints related to mobile Internet, which explains the increasing number of complaints formulated on that subject. Furthermore, as mentioned previously, the classification adopted by the CCTS makes it difficult to break down accurate topics for the complaints. Please note, however, that despite the CCTS' young age, the trends observed through its statistics compared to other models.

For example, the Australian telecommunication ombudsman, the TIO, which has existed for the past twenty years, which needs to be better known by consumers, states that for FY 2011-12, a total of 193,702 complaints, representing close to 20 times more than these ones recorded by the CCTS for a population which is two third of the Canadian total. The TIO states that 120,000 complaints related to wireless services, 63% of total complaints filed (a proportion similar to the one published by the CCTS), of which 10,556 were related to mobile Internet access services via a mobile phone, a 150% increase compared to the previous year<sup>19</sup>. In addition, a report from the Australian Communications and Media Authority (ACMA) which addresses consumers' dissatisfaction, states that numerous citizens have to pay unexpected amounts because they don't understand the pricing method used by their provider, or because they are unable to accurately track the use of their services<sup>20</sup>.

It is more difficult to find accurate statistics on the sources of dissatisfaction in France and in the United States, who don't have a telecommunication ombudsman publishing comprehensive reports like in Canada and Australia. French media, however, have often talked about "bill shock", and the ARCEP has also published reports on the competitive deficiencies with regard to text messages and data transfers, deploring the scarcity of unlimited data plans and highlighting that "must [*sic*] be given to the consumer, ways to control his/her spending<sup>21</sup>" In the United States, a survey conducted on "bill shock" by the Federal Communications Commission (FCC) reveals that 30 million Americans, 17% of adults who own a cellular phone, have seen

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<sup>18</sup> CCTS. "2010-2011 Annual Report, CCTS", "Topics & Trends: Understanding and measuring data usage", CCTS, Ottawa, Canada, 2011, 45 pages, page 25 and following pages. [Online] <http://www.ccts-cprst.ca/wp-content/uploads/pdfs/en/CCTS-Rapport-Annuel-2011.pdf> (Document consulted on April 18, 2013).

<sup>19</sup> TELECOMMUNICATION INDUSTRY OMBUDSMAN (TIO). "2012 Annual report, Preparing for the future", TIO, Victoria, Australia, 55 pages, page 18. [Online] [http://www.tio.com.au/\\_data/assets/pdf\\_file/0011/107975/TIO-2012-Annual-Report.pdf](http://www.tio.com.au/_data/assets/pdf_file/0011/107975/TIO-2012-Annual-Report.pdf) (document consulted on April 18, 2013).

<sup>20</sup> AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY (ACMA). "Reconnecting the Customer", ACMA, Sydney, Australia, no date. [Online] <http://engage.acma.gov.au/reconnecting/> (page visited on April 23, 2013).

<sup>21</sup> AUTORITÉ DE RÉGULATION DES COMMUNICATIONS ÉLECTRONIQUES ET DES POSTES (ARCEP). "Rapport sur les évolutions tarifaires des prestations de SMS et de transmission de données sur les réseaux de téléphonie mobile français", Brussels, Belgium, July 2008, 45 pages. [http://www.arcep.fr/uploads/tx\\_gspublication/etude-tarifs-sms-juillet08.pdf](http://www.arcep.fr/uploads/tx_gspublication/etude-tarifs-sms-juillet08.pdf) (document consulted on April 23, 2013).

their monthly wireless services bill increase without having modified their plan. In addition, providers have not deemed it appropriate to contact 84% of them.

*88% said their cell phone company did not contact them after their bill suddenly increased.*

*84% said their cell carrier did not contact them when they were about to exceed their allowed minutes, text messages, or data downloads<sup>22</sup>.*

A Consumers Report survey performed on more than 58,000 consumers also confirms that one consumer out of five may have received, at least once, a bill higher than expected<sup>23</sup>. The FCC report stresses the negative financial impact of “bill shock”: 67% of consumers who have complained to the FCC have reported fees exceeding \$100, and 20% of them for fees exceeding \$1,000. The American regulatory authority identified some frequent causes for increases, in particular: roaming fees adding up without the consumer’s knowledge; additional fees leading to an excess use of voice, text and data services; and fees for data options included in the purchase of new phones, without the consumer being informed about that inclusion<sup>24</sup>.

### 1.3 MOBILE DATA: OVERVIEW OF A GROWING MARKET

Even though the number of significant complaints attributable to unexpected invoices here and elsewhere is specifically derived from using mobile Internet, consumers are using these services in a growing proportion. According to Abi Research, mobile data transfer using the 4G network should progress from 207% in 2013 only<sup>25</sup>. That demand for more Internet services is observed clearly on the Canadian market. According to a report published for the CRTC, the development of the mobile network had a positive impact on the development of consumer demand for Internet access services. The document states that 37% of Canadian cellular phone users have a data plan allowing an Internet access via their wireless service provider’s network. Among these smart phone users, the number increases to 80%. The forecasts below are somewhat revealing of the growing popularity of these services:

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<sup>22</sup> **HORRIGAN, John & Ellen SATTERWHITE**. “American perspectives on early termination fees and bill shock - Summary of Findings”, FCC, Washington, United States, May 26, 2010, 14 pages. [Online]

[http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-298414A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-298414A1.pdf) (document consulted on April 23, 2013).

<sup>23</sup> **CONSUMER FEDERATION OF AMERICA (CFA)**. “Comments of the Center for Media Justice, Consumer Action, Consumer Federation of America, Consumers Union, Free Press, Media Access Project, National Consumers League, National Hispanic Media Coalition and New America Foundation Open Technology Initiative in response to notice of proposed rulemaking”, CFA, Washington, United States, January 10, 2011, 10 pages. [Online]

[http://www.consumerfed.org/pdfs/NCL\\_et\\_al\\_Bill\\_Shock\\_Comments\\_01102011.pdf](http://www.consumerfed.org/pdfs/NCL_et_al_Bill_Shock_Comments_01102011.pdf) (document consulted on April 23, 2013).

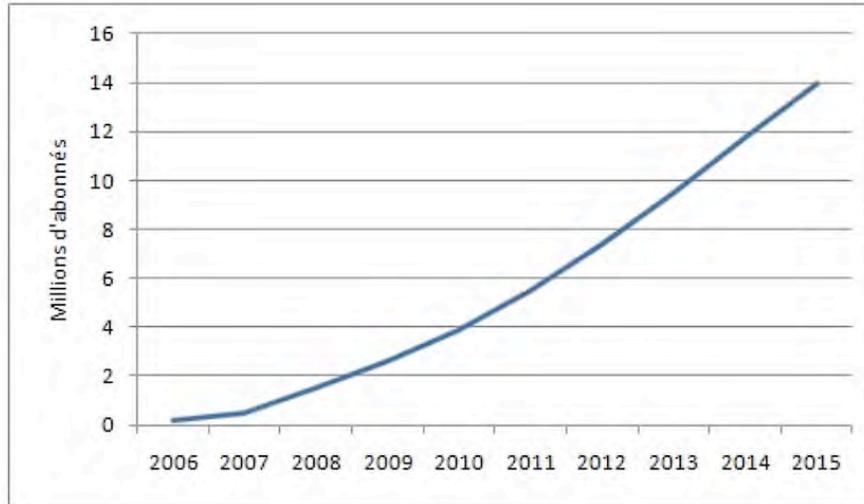
<sup>24</sup> **FEDERAL COMMUNICATIONS COMMISSION (FCC)**. “Federal Communications Commission Consumer and Governmental Affairs Bureau White Paper on Bill Shock”, FCC, Washington, United States, October 13, 2010, 6 pages. [Online]

<http://transition.fcc.gov/stage/Bill-Shock-White-Paper.pdf> (document consulted on April 23, 2013).

<sup>25</sup> **AFP**. “Le trafic lié à la 4G multiplié par trois cette année”, La Presse, Montréal, Canada, March 19, 2013. [Online]

<http://techno.lapresse.ca/nouvelles/internet/201303/19/01-4632345-le-traffic-lie-a-la-4g-multiplie-par-trois-cette-annee.php> (page visited on March 13, 2013).

**Figure 4**  
**Estimated number of subscriptions**  
**to mobile Internet services in Canada from 2006 to 2015**<sup>26</sup>



Source : PricewaterhouseCoopers, *Global Entertainment and Media Outlook : 2011-2015*, juin 2011

Mobile data now account for a significant share of revenues generated by wireless services providers. Revenues attributable to an Internet access via a provider's telecommunication mobile network would now exceed, according to some sources, revenues generated by voice services<sup>27</sup>.

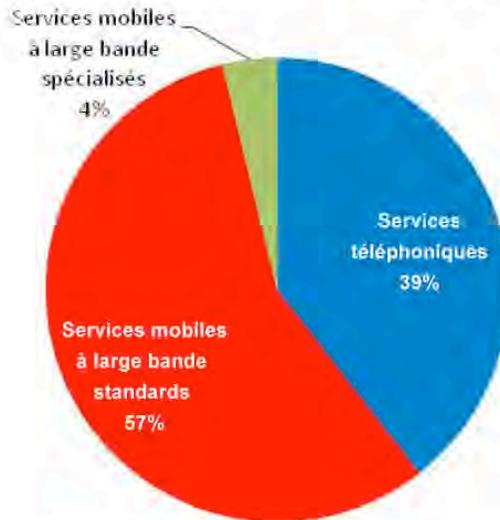
<sup>26</sup> **CRTC**. "Navigating Convergence II: Charting Canadian Communications Change and Regulatory Implications, figure 8, CRTC, Ottawa, Canada, August 18, 2011. [Online] <http://www.crtc.gc.ca/eng/publications/reports/rp1108.htm> (page visited on April 9, 2013).

<sup>27</sup> **CRTC**. "CRTC 2012 Communications Monitoring Report", *op. cit.*, note 9, graphic 5.5.10.

Other sources, in particular, Peter Nowak's analysis, results in forecasts lower than 50%. His analysis, based on data published by the Scotia Capital Report states, however, that revenues attributable to mobile data exceeds 35%.

Figure 5<sup>28</sup>

Pourcentage des revenus des services mobiles, par forfait (2011)



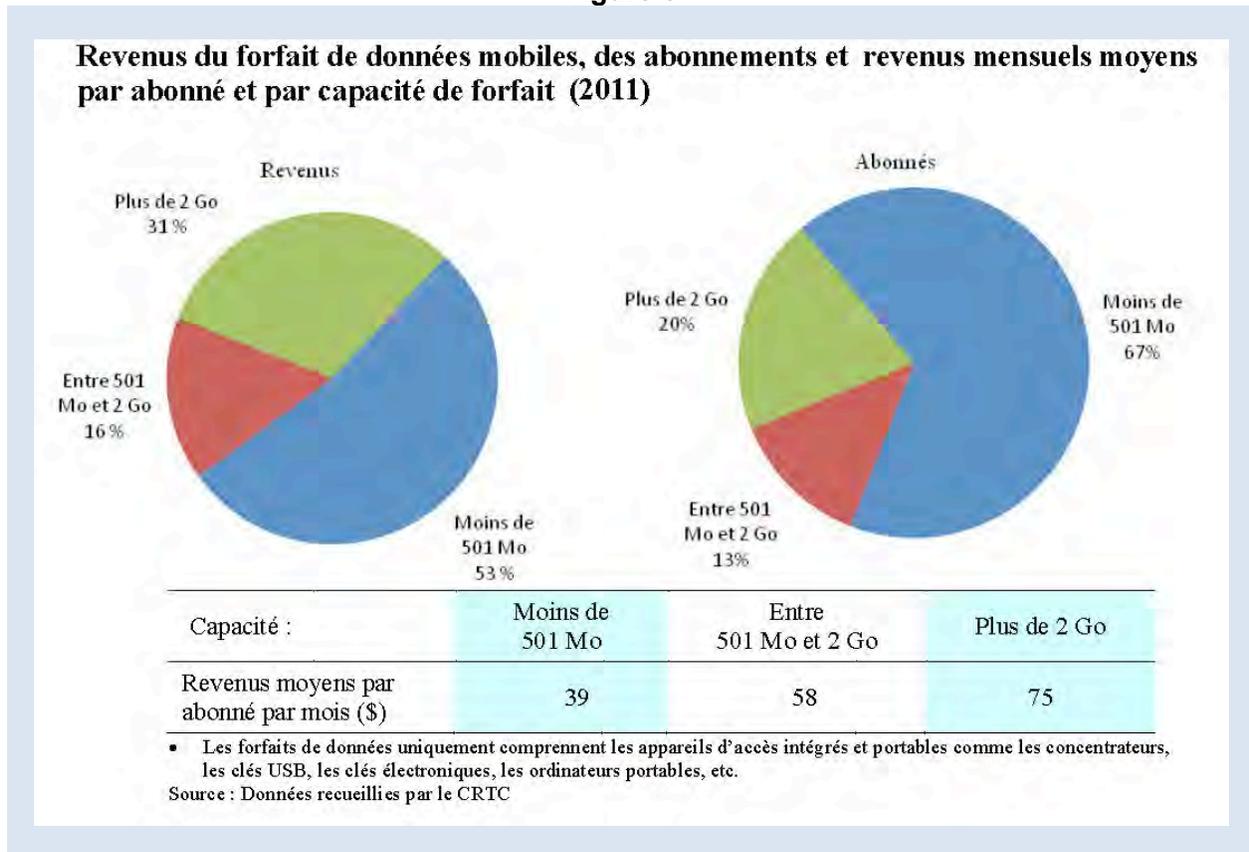
- On entend par abonnés de services mobiles à large bande standards les utilisateurs propriétaires d'un téléphone intelligent, d'un concentrateur réseau (« Rocket ») ou d'un téléphone cellulaire ordinaire ayant un abonnement à un forfait téléphonique et de transmission de données. Les services mobiles à large bande standards incluent par exemple les forfaits BlackBerry (réseautage social illimité, courriel illimité, forfaits ordinaires fondés sur des tranches données ou forfaits personnalisés fondés sur des tranches données). Les forfaits de téléphonie cellulaire avec navigation seulement sont exclus.
- On entend par abonnés de services mobiles à large bande spécialisés les utilisateurs qui s'abonnent à des services de données spécialisés sur un réseau mobile et qui les achètent séparément des services de téléphonie, soit à titre de service autonome (modem ou clé électronique), soit à titre de forfait de données complémentaire au service de téléphonie, nécessitant ainsi un autre abonnement.

Source : Données recueillies par le CRTC

It is also interesting to observe that data plans or options that generate more revenues for providers are these that have the lowest limited usage; less expensive plans, preferred by the majority of consumers, are also most likely, however, to generate unexpected and very expensive over-limit fees for consumers, if the excess is considerable.

<sup>28</sup> *Ibid.*

Figure 6<sup>29</sup>



If several studies tend to demonstrate that a large band enhances the productivity of companies and is also profitable for educational purposes, health, etc.<sup>30</sup>, residential consumers prefer this method of accessing the Internet mostly for entertainment and to keep in touch with their friends and family. Of course, price seems to have an impact on the user consumption pattern, but the use of Internet on mobiles devices has a tendency to increase as the user becomes familiar with that type of service<sup>31</sup>.

Several users consider it to be a positive advantage to subscribe to a data option. Access to the Internet via providers' wireless services networks (PWSN) is mobile, thereby allowing users to connect wherever they are. Of course, this applies when the device can connect to the provider's network which is less restrictive than having to search for an open Wi-Fi network. However, the increasing popularity of mobile Internet is also attributable to the fact that increasing bandwidth on wireless networks is evolving rapidly as smart devices and mobile apps become more available and more sophisticated. The multiplicity of devices providing Internet access could also be a causal factor of that growing popularity. In fact, if smart phones are the

<sup>29</sup> CRTC. "CRTC 2012 Communications Monitoring Report", *op. cit.*, note 9, graphic 5.5.7.

<sup>30</sup> BROADBAND COMMISSION. "The State of Broadband 2012: Achieving Digital Inclusion for All", Broadband Commission, Paris, France, September 2012, 100 pages. [Online] <http://www.broadbandcommission.org/Documents/bb-annualreport2012.pdf> (page visited on May 17, 2013).

<sup>31</sup> RAHMATI, Ahmad & Lin ZHONG. "A Longitudinal Study of Non-Voice Mobile Phone Usage by Teens from an Underserved Urban Community", Rice University, Sunnyvale, California, United States, 2010, 10 pages. [Online] Available on the Cornell University Web site <http://arxiv.org/ftp/arxiv/papers/1012/1012.2832.pdf> (document consulted on April 19, 2013).

largest number used for connection to mobile networks, one also has to take into consideration the ever-growing use of tablet computers and the multiplication of all kinds of devices that will connect to a network and interconnect – for synchronisation and home automation, for example – to ensure their efficiency<sup>32</sup>. In fact, as the service offer grows and diversifies, the demand for that type of service is increasing; the increase in the demand is motivating diversification of the offer; the development cycle for that service is like a vicious circle. However, the diversification of devices that can connect to the Internet and their growing popularity raises a lot of questions on their impact on the use of bandwidth.

### 1.3.1 Mobile Internet: the use of bandwidth is extremely diverse

First, let's take into consideration that the smaller the device, the smaller bandwidth it will use. So, a computer connected with USB Internet access will use more bandwidth than a tablet computer or a portable phone, since the computer allows the computer to perform several activities simultaneously using bandwidth – although the proliferation of streaming video and audio content makes it easy now to use hundreds of megabytes on a smart phone<sup>33</sup>. A tablet computer connected to a wireless network is more likely to use a smaller quantity of data than a computer using an USB Internet access, but will usually transfer, however, three times as much data than a smart phone<sup>34</sup>.

We also note that within the same category of devices, the use of bandwidth may vary considerably; the actual design of every smart phone and computer tablet has an impact on data use, as shown in the table below, which makes a comparative collection of data usage from various devices, and devices using different software.

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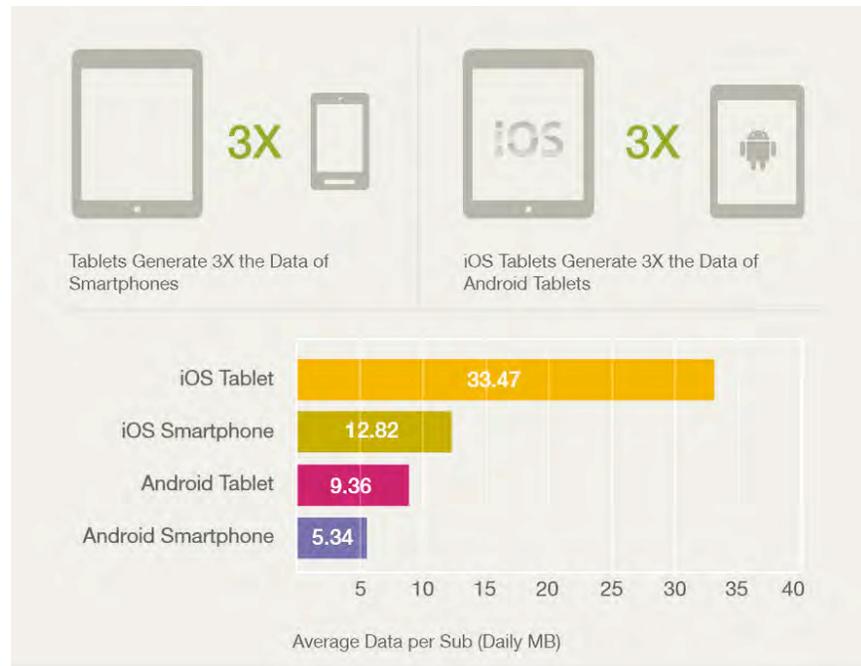
<sup>32</sup> **SPACE DAILY STAFF WRITERS.** "Research suggests people willing to interact with more 'smart' objects Daily", Space Daily, University Park, Pennsylvania, United States, May 1, 2013, [Online] [http://www.spacedaily.com/reports/Research\\_suggests\\_people\\_willing\\_to\\_interact\\_with\\_more\\_smart\\_objects\\_999.html](http://www.spacedaily.com/reports/Research_suggests_people_willing_to_interact_with_more_smart_objects_999.html) (page visited on May 16, 2013).

<sup>33</sup> **IGR.** "New iGR Study Forecasts the Global Mobile Data Traffic Will Reach 7 Million Terabytes per Month by 2016", IGR, Austin, Texas, United States, June 27, 2012. [Online] available on MarketWire's Web site. <http://www.marketwire.com/press-release/new-igr-study-forecasts-global-mobile-data-traffic-will-reach-7-million-terabytes-per-1674074.htm> (page visited on April 19, 2013).

**IGR.** Report on the IGR survey, "Global Mobile Data Traffic Forecast, 2011 – 2016: Up, up, and up some more." Q2, IGR, Austin, Texas, United States, 2012, 8 pages. [Online] Available on MarketWire's Web site. <https://igr-inc.com/Downloads/?ID=883&TOC=1> (document consulted on May 26, 2013).

<sup>34</sup> **CITRIX BYTES MOBILE.** "Mobile Analytics Report", Citrix Bytes Mobile, Sydney, Australia, February 2013, 9 pages. [Online] [http://www.bytemobile.com/docs/Bytemobile\\_Mobile\\_Analytics\\_Report\\_Feb2013.pdf](http://www.bytemobile.com/docs/Bytemobile_Mobile_Analytics_Report_Feb2013.pdf) (document consulted on April 19, 2013)

**Figure 7<sup>35</sup>**  
**Use of mobile data:**  
**smart phones vs. computer tablets, iOS vs. Android**



Besides the device and its operating system, the demand for data of some mobile apps may vary, even for very similar usage. For example, the very well-known mobile video app YouTube uses less bandwidth than the known video app Netflix, and, among music-listening apps, Pandora is less demanding than Spotify. As for social networks, Twitter would be the most reasonable app in terms of bandwidth necessary to share pictures<sup>36</sup>.

It is, therefore, not necessarily easy for the consumer to predict his/her use of mobile data. It is even more difficult since some consumption from a residential connection would not necessarily use the same quantity of bandwidth as mobile apps. For example, the CRTC Communications Monitoring Report stated, in 2012<sup>37</sup>, that Netflix was using less bandwidth than YouTube (at the same resolution), which seems the opposite from what was observed in PCWorld's field research we mentioned above.

<sup>35</sup> *Ibid.*, page 4.

<sup>36</sup> **ASHPARI, Zophra.** "Which Smartphone Apps are the Biggest Data Hogs?", PC World, San Francisco, California, United States, March 18, 2012. [Online] [http://www.pcworld.com/Section/252009/which\\_smartphone\\_apps\\_are\\_the\\_biggest\\_data\\_hogs\\_.html](http://www.pcworld.com/Section/252009/which_smartphone_apps_are_the_biggest_data_hogs_.html) (page visited on April 19).

<sup>37</sup> **CRTC.** "CRTC 2012 Communications Monitoring Report", *op. cit.*, note 9, table 4.5.2.

In addition, some apps can connect to a mobile network automatically for updates or to download new content without a user being aware of this. This type of data transfer, in the background, seems to be a frequent cause of unpleasant surprises for consumers that are now aware they must turn off the apps that might transfer data, or even better, deactivate the access to the mobile network on their device as soon as they stop using it<sup>38</sup>.

In fact, several details concerning the use of mobile data can be discovered by a new user who will notice that the mobile Internet access is activated by default on mobile phones, and that some apps may automatically access (without the user being aware of it) the mobile network, which will result in fees if the consumer doesn't have mobile data included in his/her plan, or if his/her plan does not include a very limited quantity of mobile data.

In addition, the type of mobile network may also influence data use. A session on a 4G network may use more mobile data than similar use on a 3G network. Multiple factors can explain this; in particular, the fact that some consumption will use a variable quantity of data that will adjust according to the speed of the network. A faster network can logically accelerate the surfing experience and the number of downloads in a given period of time will also simply lead the user to use more data.

This being said, our objective is not to identify which devices, which apps or which behaviours allow the user to use less bandwidth, but rather to determine how an important number of factors may influence the use of data from a device and thus, how it can be difficult to evaluate the quantity of data used according to the usage.

## 1.4 MOBILE DATA: BEWARE OF GREEDY USAGE

Of course, it is impossible to talk about bandwidth use on a mobile network without talking about the most important factor: user consumption patterns which are extremely diverse.

If access to the Internet from a mobile phone, before the development of smart phones, was limited to surfing on Web sites where graphic design was very limited, and as a result of a more or less satisfying and user friendly general experience, smart phones may now replace, in many respects, an office computer or even, in some cases, television. In fact, with the evolution of networks, available apps on mobile devices are now increasingly diversified and sophisticated.

A study conducted by the United Kingdom in 2011 on the most popular mobile apps offers a few interesting questions for consideration. For example: mobile apps (in all categories) generally use an average of 0.89 megabyte in five minutes and more than 10 megabytes an hour. A moderate user could expect to use a little more than a hundred megabytes per month and 1.4 gigabytes a year.

However, these estimates should be put into perspective; some apps being greedier could, in fact, use more than 100 megabytes only in hour<sup>39</sup>. The type of apps and their usage have a crucial impact on the use of mobile data.

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<sup>38</sup> **TOFEL, Kevin C.** "Data Hungry Mobile Apps Eating into Bandwidth Use", Gigaom, New York, United States, May 19, 2011. [Online] <http://gigaom.com/2011/05/19/data-hungry-mobile-apps-eating-into-bandwidth-use/> (page visited on April 19).

<sup>39</sup> **MCGRATH, Andrew.** "Apps driving mobile data traffic growth", Virgin Media Business, Hook, United Kingdom, May 18, 2011. [Online] <http://www.virginmediabusiness.co.uk/News-and-events/Business-blog/2011/Apps-driving-mobile-data-traffic/> (page visited on April 19, 2013).

It should be remembered that one of the user applications which uses the most data is streaming video. In fact, the deployment of LTE<sup>40</sup> networks and the remarkable image resolution on some devices, in particular on some computer tablets, may lead to excessive and rapid use of data which will be included in a plan: on a computer tablet, an hour of high resolution video on a 4G network may use up to two gigaoctets<sup>41</sup>! A field research conducted by trade publication PCWorld, demonstrated that watching 10 minutes of video per day, only on YouTube could lead to using one gigaoctet in less than a month<sup>42</sup>. The popularity of mobile video may, according to some sources, have an impact on network congestion. At this time, even if a single user of mobile data out of five watches streaming video, the video content would still generate more than 50% of traffic on the network<sup>43</sup>.

A complete range of references and tables are available from wireless services providers (WSP) to help consumers estimate their usage. Our analysis in section 3 will demonstrate how these sources of information are often too incomplete to allow a consumer to efficiently evaluate his/her needs. For reference purposes, however, we present a table (included) that provides an approximate idea of the data consumption according to some uses. The following table also represents the type of limited usage that can be imposed by providers; limits well below these that apply to a residential Internet connection.

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<sup>40</sup> The LTE standard (Long Term Evolution), the most recent evolution in mobile telephony, in 4<sup>th</sup> generation, a theoretical maximum speed close to four times the one from HSPA+ (Evolved High-Speed Packet Access) current networks (150 Mbit/s vs. 42 Mbit/s); a 5 standard is already announced which would bring the theoretical speed to 300 Mbit/s.

Voir :

**RENALD.** "Dossier : tout savoir sur la 4G LTE", *Le journal du Geek*, Sydney, Australia, March 19, 2013. [Online] <http://www.journaldugeek.com/2013/03/19/dossier-4g-lte/> (page consulted on April 19, 2013).

<sup>41</sup> **DOLCOURT, Jessica.** "Caution: Streaming video will chew through your 4G iPad data", Cnet, San Francisco, United States, March 13, 2013. [Online] [http://news.cnet.com/8301-13579\\_3-57396311-37/caution-streaming-video-will-chew-through-your-4g-ipad-data/](http://news.cnet.com/8301-13579_3-57396311-37/caution-streaming-video-will-chew-through-your-4g-ipad-data/) (page visited on April 19, 2013).

<sup>42</sup> **ASHPARI, Zophra.** "Which Smartphone Apps are the Biggest Data Hogs?", *op. cit.*, note 36.

<sup>43</sup> **CITRIX BYTES MOBILE.** "Mobile Analytics Report.", *op. cit.*, note 34.

**Figure 8<sup>44</sup>**  
**How much can I download?**

Type de fichier	Taille de fichier approximative	Plan de données	Plan de données	Plan de données	Plan de données	Plan de données
		200MB Quantité	1GB Quantité	3GB Quantité	5GB Quantité	10GB Quantité
Courriel (sans pièce jointe)	3 KB	66,667	333,333	1,000,000	1,666,667	3,333,333
Document Word	70 KB	2,857	14,286	42,857	71,429	142,857
Image (basse résolution)	500 KB	400	2,000	6,000	10,000	20,000
Présentation PowerPoint	3 MB (3,000 KB)	67	333	1,000	1,667	3,333
Chanson (3 minutes)	3 MB (3,000 KB)	67	333	1,000	1,667	3,333
Vidéo YouTube (3 minutes)	15 MB (15,000 KB)	13	67	200	333	667
Téléchargement émission télé (30 minutes)	350 MB (350,000 KB)	1	3	9	14	29
Téléchargement film (2 heures)	700 MB (700,000 KB)	0	1	4	7	14
Téléchargement émission télé HD (1280P) (30 min.)	2,200 MB (2,200,000 KB)	0	0	1	2	5
Téléchargement film HD (1280P) (2 heures)	2,250 MB (2,500,000 KB)	0	0	1	2	4
Radio Web	1 MB/minute	200 minutes	1000 minutes	3,000 minutes	5,000 minutes	10,000 minutes
Téléphonie IP	5.4 MB/minute	37 minutes	185 minutes	555 minutes	925 minutes	1851 minutes

Sources: International Electrotechnical Commission (IEC), IMDB, Sprint, Amazon VOD | GUIDE: 1,000 Kilobytes (KB) = 1 Megabyte (MB); 1 Gigabyte (GB) = 1,000 MB

However, very approximate data shown in the previous table allow confirmation that the reading of emails uses just a few kilobytes, that is if they don't contain attachments (remember that every image inserted in an email – logo or main theme, for example – is considered as an attachment). If a consumer's limited use is relatively low, he/she will want to limit the use of voice systems on IP, streaming video and music download, and strictly limit viewing or downloading high definition (HD) content.

So, a variety of criteria influence an individual's use of data: the type of network, the type of device, the operation system used by the device, apps used, the frequency and length of their use, etc. It would be extremely complex to analyse with more precision the quantity of data paid on consumption. For the consumer, the most reliable and easy way to have access to such information is surely to use the tools which allow measurement of consumption in real time whether the information is available via mobile apps, or information on a service provider's Web site, for example. That method is more reliable than measuring someone's use, and is also more user-friendly since the consumer doesn't need to know precisely the approximate amount of data used (nor compiling and cumulating his/her consumption on a monthly basis) according to his/her usage. It is for this reason, among others, that various legislators who have decided to regulate the information given to wireless services users, have prioritized, on various levels, the standardization of management tools related to the usage which providers are required to place at the disposal of their subscribers, instead of simply forcing them to offer more precise documentary information that would specifically discuss the quantity of data to be anticipated for the operation of special functions. We will provide more details on these management tools related to usage in the following sections.

<sup>44</sup> **SULLIVAN, Mark.** "Mobile Data Plan Limits: How Much Can I Download?", PCWorld, San Francisco, California, United States, December 14, 2010. [Online] [http://www.pcworld.com/Section/213587/mobile\\_data\\_plan\\_limits\\_how\\_much\\_can\\_i\\_download.html](http://www.pcworld.com/Section/213587/mobile_data_plan_limits_how_much_can_i_download.html) (page visited on April 19, 2013).

## 1.5 HIGHS AND LOWS OF LIMITED USAGE

Multiplication of devices, multiplication of usage, steady increase in demand: there's no doubt that the management supply and demand of wireless mobile services is a real puzzle as well as a source of anxiety for some providers who worry about network congestion. If certain studies favour more effective management of available resources through the design of devices and apps that are more effective in data consumption<sup>45</sup>, we realize that the financial burden that might have led to the development of the network seems to have been transferred to consumers. They have to pay to access the network according to their usage, more particularly according to the amount of data transferred. The access to mobile Internet has usage limits that are inferior to limits imposed on residential access, and the exceeding usage fees have a tendency of being a lot more expensive that can lead to very bad surprises for consumers.

This pricing model has been criticized many times since it financially penalizes an important number of users, even if their usage doesn't result in network congestion and, therefore, doesn't generate important additional costs for the provider<sup>46</sup>. In short, whether or not there is a traffic jam on the mobile network, service providers have implemented generalized pricing of mobile data that seems to have as an objective to limit, by imposing cost-effective barriers, the use of the network, and without any doubt, to maximize inconsiderably their profit margins<sup>47</sup>. If Canadian consumers, in the vast majority of cases and for many years, are used to downloading limits imposed by their service providers, in particular on the wireless network, the gradual levelling off in the United States, raised a lot of dissatisfaction. An overview of certain problems in the United States allows us to better understand some debates on the imposing and management of usage limits on the mobile Internet.

## 1.6 LIMITED USAGE: DEBATES ABROAD

In recent years, several American consumers who have benefited from unlimited use plans have complained about the fact that their providers had a tendency to lower the network speed after a certain threshold, to such an extent that they were suspected to force customers to choose other data options with limited usage. The normal accessible surfing speed with an unlimited plan was, in fact, reduced to a lower speed than the one for plans with limited usage. Worse, speed limits were applied at a consumption level lower than the one allowed in a limited usage plan.

Providers cited several reasons to justify that practice, in particular, the preoccupation regarding network management<sup>48</sup>. Nevertheless, some studies tend to confirm that the majority of consumers subscribing to an unlimited plan use little more data than these subscribing to a

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<sup>45</sup> **RYSAVY RESEARCH**. "Mobile Broadband Capacity Constraints and the Need for Optimization", Rysavy Research, Hood River, Oregon, Unites States, February 24, 2010, 31 pages. [Online] [http://www.rysav.com/Sections/2010\\_02\\_Rysavy\\_Mobile\\_Broadband\\_Capacity\\_Constraints.pdf](http://www.rysav.com/Sections/2010_02_Rysavy_Mobile_Broadband_Capacity_Constraints.pdf) (document consulted on April 19, 2013).

<sup>46</sup> **HA, Sangtae et al.** "TUBE: Time-Dependent Pricing for Mobile Data", Princeton University, New Jersey, Unites States, 2012, 12 pages. [Online] <http://www.princeton.edu/~chiangm/TUBESigcomm.pdf> (document consulted on April 19, 2013).

<sup>47</sup> Refer to table 6, page 18.

<sup>48</sup> **GREENFIELD, Rebecca**. "The Unlimited Data Plan Dream is Dead", The Atlantic Wire, Washington DC, Unites States, May 16, 2012. [Online] <http://www.theatlanticwire.com/technology/2012/05/unlimited-data-plan-dream-dead/52429/> (page visited on April 22, 2013).

limited usage plan<sup>49</sup>. Some sources state instead that American providers have implemented usage limits with the intention to develop their own LTE networks<sup>50</sup>. The pressure exercised by consumers has, however, forced some providers, in particular AT&T, to slightly revise its practice and to increase the threshold beyond which the company allows itself to slow the surfing speed of its customers<sup>51</sup>.

### 1.6.1 Disputes related to information and follow-up on use

The use of unlimited access to the Internet generates certain problems, caused in particular by the lack of precision of the usage measuring tools. An American study concluded that numerous consumers pay on average 5 to 7% more compared to their real usage. In fact, since the operation of some apps doesn't allow the quantity of lost packages during the communication of data to be taken into account, users consuming streaming video and audio content, as well as these using the service in a region where the coverage quality is not optimum, are particularly disadvantaged and pay for usage they haven't benefited from<sup>52</sup>.

A class action against AT&T was filed on the grounds that iPad and iPhone users were systematically billed for higher use than their real consumption (7 to 14% overcharge and in a few rare cases, up to 300%). The plaintiffs demonstrated that the deactivation of all uses susceptible of accessing mobile Internet on the devices, and that, for several days, generated even there, the billing of data fees<sup>53</sup>. A similar situation occurred with Verizon, who on their own terms, chose to reimburse consumers who were billed for data fees even though they hadn't used mobile Internet – a 30 to 50 million dollar refund distributed to the provider's 15 million customers<sup>54</sup>.

Consequently, since several technical elements are at the source of unjustified usage fees, numerous complaints on the techniques employed to measure usage and bill the customer accordingly may easily be incorrect. If the information we have was collected through surveys on American WSP, and not Canadian providers, the experience abroad suggests that Canadian consumers be extremely careful.

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<sup>49</sup> **SCOTT H.** "So, um, why exactly do carriers throttle the top 5% of data users again?", Phone Arena, Bulgaria, February 23, 2012. [Online] [http://www.phonearena.com/news/So-um-why-exactly-do-carriers-throttle-the-top-5-of-data-users-again\\_id27194](http://www.phonearena.com/news/So-um-why-exactly-do-carriers-throttle-the-top-5-of-data-users-again_id27194) (page visited on April 19).

<sup>50</sup> **YU, Rogers.** "Verizon Wireless to End Unlimited Data Plan", USA Today, McLean, VA, United States May 17, 2012. [Online] <http://usatoday30.usatoday.com/tech/news/story/2012-05-16/verizon-wireless-unlimited-data/55028254/1> (page visited on April 22, 2013).

<sup>51</sup> **GOMBOSSY, George.** "AT&T Backs Away From Throttling Unlimited Data Plans", CTWatchdog, Rank, United States, March 1<sup>st</sup>, 2012. [Online] <http://ctwatchdog.com/finance/att-backs-away-from-throttling-unlimited-data-plans> (page visited on April 19).

<sup>52</sup> **PENG, Chunyi et al.** "Can We Pay for What We Get in 3G Data Access?", University of California, Los Angeles, CA, United States, August 2012, 12 pages. [Online] <http://www.cs.ucla.edu/~chunyi/publications/mobicom12-peng-accounting.pdf> (document consulted on April 19, 2013).

<sup>53</sup> **MUNCHBACH, Andrew.** "AT&T accused of overcharging iPhone, iPad users for cellular data in latest lawsuit", BGR, May 20, 2011. [Online] <http://bgr.com/2011/05/20/att-accused-of-overcharging-iphone-ipad-users-for-cellular-data-in-latest-lawsuit-video/> (page visited on April 19).

That case was resolved by a compromise settlement:

**AT&T MOBILITY**, "NOTICE OF PENDENCY OF CLASS ACTION, proposed settlement and hearing", AT&T Mobility Settlement, Kansas City, Missouri, United States. [Online] <http://www.attmsettlement.com/> (page visited on April 19).

<sup>54</sup> **AAMOTH, Doug.** "Verizon to Refund 15 Million Customers for Bad Data Charges", Time Tech, New York, United States, October 4, 2010. [Online] <http://techland.time.com/2010/10/04/verizon-to-refund-15-million-customers-for-bad-data-charges/> (page visited on May 22, 2013).

Besides reliability problems related to usage follow, the availability of tools allowing consumers to manage their usage doesn't seem to be adequate to meet their demand nor their needs. This kind of tool is not necessary preinstalled on all devices; it is the manufacturers' and service providers' responsibility to determine what tools are installed by default on their customers' devices. Some wise users and new smart phone owners connected to the wireless network might have read up on the functioning of mobile data and the importance of monitoring their usage and looking for ways to adequately monitor that usage. They might attempt to find solutions, for example, by reading the documentation offered by the providers, on-line Sections on the subject or by searching in a mobile apps store. So, for the time being, the responsibility to equip each appliance with reliable tools to control and manage the use of mobile Internet comes back in great part to the consumer, despite the fact that merchants will not necessarily inform the consumer on how important this is.

Furthermore, a significant quantity of information and service conditions imposed on the use of mobile Internet must be communicated to consumers so they are aware of the real price of the services they subscribe to and of the conditions they have to agree to surf on a PWS network. Problems related to the availability of that information are these that caught the attention of Australian regulators. In fact, the Australian Communications and Media Authority (ACMA) have particularly stressed that the material used by the industry to explain the nature of wireless services was not adequate since it did not allow consumers to effectively compare offers from various providers, nor to understand the fees related to the various services comprised in the plan. The Australian regulator also regrets that, within a context where wireless services become more and more complex, the providers did not make any efforts to simplify the presentation of their service offer accordingly<sup>55</sup>.

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<sup>55</sup> **ACMA**. *Reconnecting the Customer*, ACMA, Sydney, Australia, 2011. [Online] [http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC\\_312222](http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC_312222) (page visited on April 23, 2013).

## **2. CONSUMER AND SERVICE PROVIDER PERSPECTIVES**

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If wireless services have been used for a number of years by Canadian consumers, we notice that the use of mobile Internet is still a lot more complex for consumers compared to the other telecommunication services. In fact, consumers are familiar with the use of the telephone, text messages, accessing the Internet via a wire line; but, using the Internet on a smart device, on a provider's cellular network still holds numerous mysteries for many of us. Consumers may have difficulty finding out, adjusting and controlling their use of such an intangible service, notwithstanding the imposing of usage limits they are confronted to, and if exceeded, important additional charges which are generally lower these for a wire line.

It appears vital to us that consumers can quickly and easily find reliable and understandable information on the multiple usage limits and restrictions related to the use of mobile Internet, on how fast they may lose access they are entitled to in their plans, and the costs that may be generated by excess usage. It is relevant, of course, that consumers obtain the information on the terms and conditions of their services, and that their usage fees may increase even more if they use a connection abroad. While that has a major impact on the monthly bill, it is not necessarily easy for consumers to make the difference between a Wi-Fi Internet access and a connection through a foreign provider. Therefore, the terms and conditions consumers have to respect to enjoy mobile Internet without having to pay extra fees are so numerous, that the latter must absolutely have clear, complete and accessible information on the access to avoid bad surprises.

It seemed impossible to us to have a global view on mobile Internet that respects these terms and conditions, without getting the opinion of consumers. To do so, we conducted an online survey among consumers who had previously used a mobile Internet access service. This allowed us to collect additional information on consumer opinions about the information received by phone and in store depending on the merchant. Here are a few general trends that evolved from our survey.

At first sight, we saw that consumers appreciated mobile Internet access services and wanted to use them more often. However, consumers said many times that they were frustrated with the price of mobile and roaming data. They also decry the weak levels of usage limits and difficulties encountered with monitoring their usage. However, we note that consumers are relatively satisfied with the various types of monitoring tools available to follow-up on their usage. Several respondents have a tendency to indicate that the available information offered by various merchants, before the conclusion of a contract, is insufficient and has to be improved in many aspects.

In the following sections, we first expose our methodology and then, we describe in more detail, the highlights of the survey.

First, we will address the consumption patterns of users. We will then discuss the level of knowledge consumers have about mobile Internet before they buy a device allowing them to access a cellular network. We will also report how consumers get their information on mobile Internet and to what sources they refer to. Then, we will talk about the consumption patterns related to the monitoring of use and will give a few details on the level of appreciation a variety of tools available. Finally, we will summarize the consumer point of view on the elements of information offered by merchants that should be improved.

Besides the precautions raised by this survey, we found it was important to obtain the perspective from the main companies on the market as well as from the regulatory authorities on mobile data. We sent them some survey highlights to feed their thinking. Some merchants and the CRTC accepted to respond to our questions. At the end of this section, we will provide an overview of the most relevant responses that were given to us.

## 2.1 IN-HOUSE SURVEY: METHOD AND LIMITS

We conceived an online survey comprising 31 questions, with various sequencing possibilities which were variable depending on participant responses, according, in particular, to the type(s) of devices used by the respondents, the use or not of mobile Internet, the subscription to a data plan, and the monitoring of their usage. Most questions led to a choice of responses, but some more complex questions needed a certain classification of responses or to refer to tables, which could stretch significantly the time needed to complete the survey. We estimated that it was completed in twenty minutes, more or less.

The invitation to participate to the survey was published several ways. First, it was put online on the Union des consommateurs' Web site, and promoted on social networks. We also distributed the invitation to participate to the survey to the Union des consommateurs bulletin subscriber (for a total of 9,587 recipients; about one third of the recipients open the invitation email.) The majority of participants come from that list. In all, we have collected the opinion of 595 respondents. About 60% of respondents filled out the questionnaire.

Even though the results allowed us to obtain useful information, it would be relevant to conduct other such consumer surveys. In fact, some factors had the potential to be biased or cause a higher margin of error particularly regarding the size and particular characteristics of the sample. In fact, the latter is composed mainly of individuals registered on the Union des consommateurs' email list. These individuals probably have a higher interest in consumption issues than average people, and could be more vigilant or better informed than the typical mobile Internet user.

Our sample was predominantly male (71%), with average ages of approximately 46. An important proportion of respondents have a graduate degree (43% have a university degree and 30% have a college degree.) The respondents are dominantly Quebecers and an important proportion live in the Montréal area.

In general, the studies we consulted on mobile data indicate that the typical profile of a data user doesn't necessarily correspond to the socio-demographic profile of the individuals that participated in the survey. The more frequent users are usually younger and the man/woman gap is not as high. In fact the Canadian Wireless Telecommunications Association (CWTA) indicates that the age of data plan users are between 18 and 44, and are roughly equally divided between men and women<sup>56</sup>. Quebecers use smart phones less frequently compared to other residents from Western Canada. In fact, according the CWTA, Albertans would be these using their devices more often.

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<sup>56</sup> **THE CANADIAN WIRELESS TELECOMMUNICATIONS ASSOCIATION (CWTA)**. "2012 Cell Phone Consumer Attitude Study", CWTA, Ottawa, Canada, April 23, 2012, 91 pages. [Online] <http://cwta.ca/wordpress/wp-content/uploads/2011/08/CWTA-2012ConsumerAttitudes1.pdf> (document consulted on May 4, 2013).

Besides the sample characteristics, we must also take into consideration that the survey was conceived with the internal resources of the Union des consommateurs and not by a specialized polling firm.

In brief, we used data from our in-house survey to provide an overall picture of a consumer's habits, level of knowledge and expectations. These few trends were also used to question the CRTC and industry players. However, it would be pertinent for the subsequent studies on that subject to include new surveys on consumption patterns with a larger and more representative sample of the population that uses mobile data to confirm and refine the trends observed and explained in this chapter.

## **2.2 MAIN HIGHLIGHTS**

### **2.2.1 Consumption patterns and lever of knowledge**

First, let's say that our survey results comply with certain trends revealed in our literature review. Mobile Internet is used first and foremost by smart phone owners. In fact, 76% of respondents said that they bought a smart phone against 40% who bought computer tablets and 14%, Internet access USB keys<sup>57</sup>. Most of them bought their devices between 2011 and 2013. An interesting fact: even if there is no doubt that the smart phone population is predominant, we note the growing interest for computer tablets and the potential growth of USB Internet access<sup>58</sup>.

When we asked "What are the main uses where the Internet is needed that convinced you to buy that kind of device?" (Q 3), these users of wireless networks said that they want to benefit from these services to first, read their emails (52%), surf on the Web (43%), to take advantage of a GPS (22%), photo and video messaging (18%), or benefit from social networks (18%)<sup>59</sup>. A significant portion of respondents indicated that it was a priority for them, when they bought one of the options that generated considerable consumption to date: between 18 and 24% selected mobile TV, games, videos, music and IP telephony.

A significant portion of the respondents, 69% said that they subscribe, or have subscribed, to a mobile data option. About one third of them said that their plan included mobile data by default. Another third indicated that they subscribed to a data option because they were aware of the economic benefits of data options as opposed to the use of mobile Internet without a plan, usually billed by the octet.

A subsequent question confirms that a majority of respondents (65%) knew before concluding their purchase that subscribing to a data option was more cost-effective than the mobile data billing by usage<sup>60</sup>. An interesting fact; more than one quarter of respondents (28%) subscribed

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<sup>57</sup> Wireless situations (or smart stations) and wireless phones that are not smart were excluded from the study.

<sup>58</sup> Contrary to the other devices, the Internet key seems to have known its peak or popularity in 2011 rather than in 2012 or 2013.

<sup>59</sup> Our question was only to name usages necessitating data transfers; the GPS function was, therefore, included because its use usually encompasses the downloading of maps. The photo and video messaging can also generate data fees according to circumstances, but in the majority of cases, that option is not priced per megabyte like Web surfing would be.

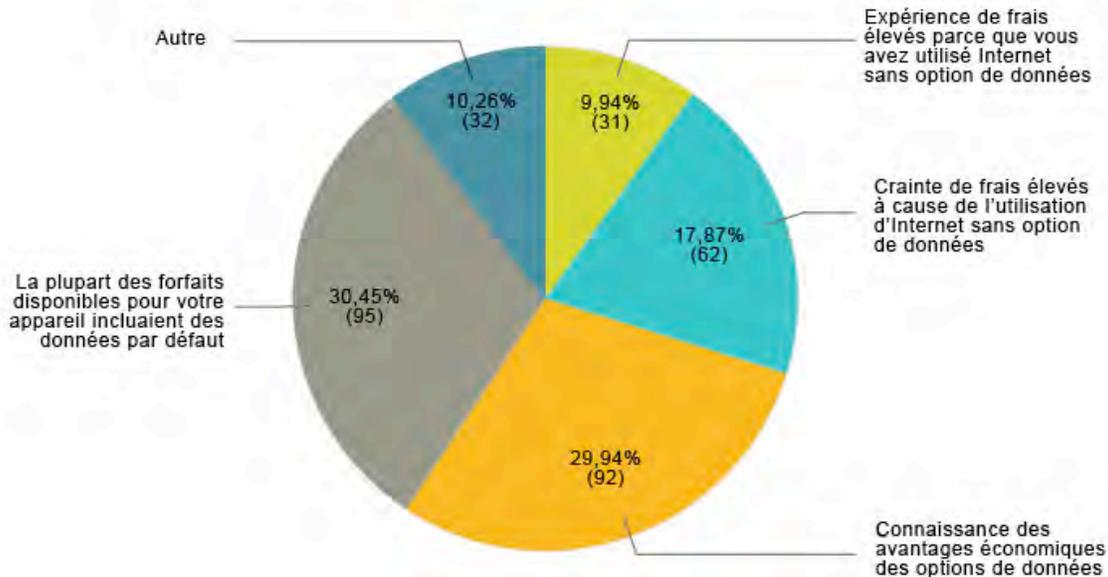
<sup>60</sup> When did you learn that it was more cost effective to subscribe to an option or to a data plan to surf the Internet via your provider's network instead of paying according to your usage? Before purchasing your device: surf the Internet

to a data option because they had to pay high fees related to data usage or because they were afraid they might have to pay for them. These trends are illustrated below.

Figure 9

**Quelle est la principale raison qui vous a incité à souscrire à une option de données?**

Répondues : 312 Ignorées : 283



Despite the fact that the majority of respondents have used mobile Internet in the past, we note that the level of knowledge is often limited. Close to half of respondents using a smart phone (45% of respondents) have learned, only after purchasing their device, that access of mobile data is usually activated by default, including 22% of respondents who didn't know before reading the question in our survey. Furthermore, the majority of smart phone users or computer tablets (64%) learned only after purchasing their device that some apps could consume data in the background; 26% of respondents didn't know before reading the question.

We also tested respondent knowledge level on how fast their usage limits can be reached, according to them. We asked them, in particular, how many short emails they could download with 100 megabytes of data; how many songs, films they could download with the same limit or how many minutes of online radio they could listen to<sup>61</sup>. Except for the question related to film downloading (for which 50% of respondents picked the right answer), a greater proportion of respondents, each time, confessed that they didn't know the answer. In most cases, more than one third of respondents indicated that they could not reply (in percentages varying between 33 and 58%), between 20 to 30% of respondents chose the right answer, the others being spread out between a choice of wrong answers.

via your provider's network instead of paying by the usage? Before the purchase of the device: 51.3%; when purchasing the device: 14.4%.

<sup>61</sup> N.B.: We used the values indicated by the International Electronical Commission, reported in the following Section: **SULLIVAN, Mark**. "Mobile Data plan limits: how much can I download?", *op. cit.*, note 44.

If just asking these few questions is enough to verify if consumers are able to easily evaluate their usage of mobile data, they show, however, that the majority of respondents don't know or are not able to calculate with ease their data consumption according to several current uses. We will return further on to the consumers' perception regarding usage follow-up tools in this regard.

### **2.2.2 How do consumers get their information?**

We asked numerous questions about how the consumers usually get their information on mobile data.

When we asked the respondents how they had obtained, before their purchase, the necessary information on the operation of their device and on data consumption, more than 50% replied that they obtained the information from a service provider. More than 30% indicated that they never asked for information about these subjects from merchants before their purchase; this number, therefore, includes individuals who would have obtained the information from other sources (media, friends, etc.) and individuals who would not have searched for information prior to their purchase. A minority of consumers obtained information from a manufacturer (15%) or from a merchant (11%).

We tried to demystify what consumers' best sources are to get information. We questioned the respondents on the information needed according to various merchants (providers, manufacturers or merchants) that could potentially offer it.

First, a large portion of respondents (55%) discussed the information received from service providers, but a majority of respondents skipped the tables relating to the information they were looking for from a merchant or a manufacturer<sup>62</sup>.

This tends to confirm the trends enumerated above: when a consumer gets information from a merchant, it will be from a wireless service provider, not from a manufacturer or a reseller.

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<sup>62</sup> Our instructions were to skip the tables if no information had been sought from a type of given merchant. "Tick the box (brochure, online or from a merchant) used to obtain information on each subject (explain in the left column) and for each source consulted (provider, retail store or manufacturer). Skip the categories for which you have not obtained any information before the purchase of your device. You may also skip certain tables, depending on which source you got the information from."

**Figure 10**  
**Information obtained from a service provided,**  
**classified by subjects and sources**

	Brochure du fournisseur	Auprès d'un vendeur (en personne ou par téléphone)	En ligne	Total
Vitesse de navigation avec votre appareil	21,81% 53	30,04% 73	48,15% 117	243
Capacité de stockage sur votre appareil	21,07% 55	29,89% 78	49,04% 128	261
Activation/désactivation du transfert de données	16,44% 37	36% 81	47,56% 107	225
Accès à réseaux gratuits (wi-fi)	17,11% 45	32,32% 85	50,57% 133	263
Consommation de bande passante en fonction des usages	15,35% 33	31,16% 67	53,49% 115	215
Choix du forfait ou d'option avec données	13,65% 40	49,49% 145	36,86% 108	293
Vitesse du réseau du fournisseur	15,70% 38	34,71% 84	49,59% 120	242
Prix des données payables à l'utilisation	16,60% 41	40,08% 99	43,32% 107	247
Consommation de données en arrière-plan	13,26% 24	29,83% 54	56,91% 103	181
Frais pour utilisation excédentaire de données	16,28% 42	37,21% 96	46,51% 120	258
Frais de données en itinérance	13,81% 33	35,56% 85	50,63% 121	239
Outils pour vérifier ou limiter consommation	11,06% 24	24,88% 54	64,06% 139	217

In most cases, we note that more than one consumer out of two prefers, when seeking information from a service provider<sup>63</sup>, to search for whatever information they are looking for. This is especially the case when following up on tools related to usage. There is, however, an exception to the rule: to choose a plan or a data option, consumers will preferably ask a salesperson instead of referring to the Web or a brochure<sup>64</sup>. A large proportion of respondents (from 40 to 50%) also prefer to consult a salesperson from the service provider merchant, to obtain the price for data usage.

In other words, let's say that whatever the information researched, 30 to 40% of respondents obtain the information from a salesperson, but only a minority will consult a brochure (the proportion of people who consult a brochure from a provider or a manufacturer about mobile data or devices rarely goes over 20%).

<sup>63</sup> Despite a less significant number of respondents who sought information from a merchant (14%) or a manufacturer (24%), we note among them, the same generalized bias in favour of online information.

<sup>64</sup> If we find that same tendency among those who obtain the information from a merchant, this doesn't occur among those who obtain the information from a manufacturer.

Finally, we asked consumers what solution they chose to limit the usage fees related to mobile data. About 42% of respondents simply indicated that they chose an option according to the perception they had of their needs. Close to 20% indicated that they were simply not using the provider's cellular network to access the Internet, and preferred, instead, to use Wi-Fi or a residential Internet access. Several other solutions are, however, offered on the market. For example, some providers will allow free access to data for a limited time, which allows consumers to evaluate with precision their consumption before subscribing to a given option. Furthermore, data options with flexible limits are usually advertised as being one of the solutions that permits avoiding extra data fees. These two possibilities only garnered 4% and 8% of responses respectively. Interesting fact: other responses emanated from precisions brought to the "other" response. Some respondents indicated they were using the cellular network only when there are no open networks available, or they activate it only on demand. A respondent indicated he/she chose prepaid services to avoid extra usage fees.

### **2.2.3 Are consumers monitoring their usage after purchase?**

We indicated earlier that the consumer knowledge level about mobile Internet falls short. Consumers have difficulties, among other things, to easily evaluate their mobile data consumption that represents their usage. This is probably due to the fact that numerous tools have been developed and deployed by service providers or by mobile apps creators to help consumers follow-up on their usage.

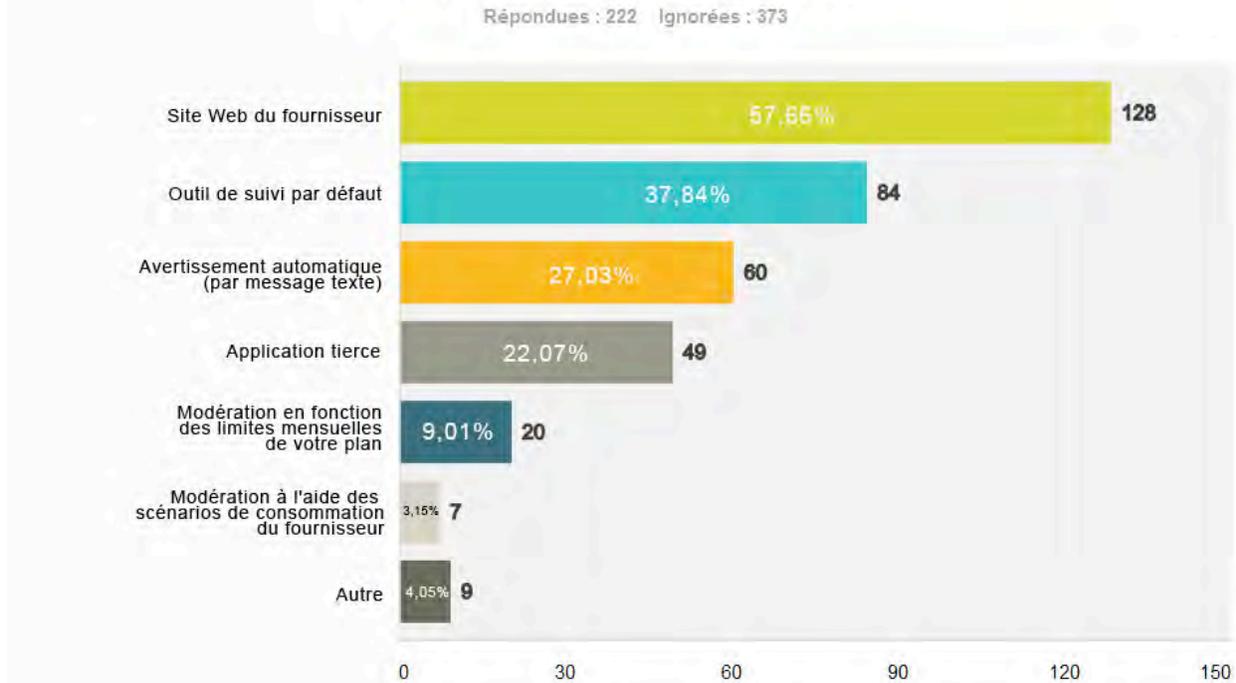
Most WSP's propose - to their customers - a usage report on the use of minutes dedicated to local conversations, text messages and mobile data, available online when opening a session on their provider's Web site. Some providers also offer warning text messages (when certain usage thresholds or monthly usage limits are reached) or display on their Web site the data calculators (that may be used to obtain references on data consumption according to certain uses, but is more publicized like the tool used to evaluate monthly consumption before subscribing to the service). Several mobile apps allow, among other things, a follow-up on usage and its control to avoid going over the monthly limit included in the plan).

We tried to find out to what extent consumers monitor their mobile Internet usage and we asked them to what extent they were satisfied with the usage monitoring tools presently available on the market.

First, it must be noted that all consumers rigorously monitor their usage: 60% of respondents state that they regularly monitor their usage, against 40% who don't do it regularly, or not at all.

Figure 11

De quelle façon surveillez-vous votre consommation de données?



Among individuals who monitor their data usage, we note that a significant proportion (58%) use the usage report available online on their provider’s Web site. Others use a follow-up tool installed by default on their device<sup>65</sup>, text message warnings from their providers or use a third party app downloaded after purchase of the device. A weak 3% use consumption scenarios or other indicative sources on their providers’ Web sites<sup>66</sup>. Note that some respondents have mentioned in the “Other” answer that they monitor their usage from their bill. Another respondent mentioned a mobile app available from a service provider<sup>67</sup>.

We asked consumers to indicate their level of appreciation for each of the most current types of usage management tool. The result is somewhat positive, as demonstrated in the response report below (1 being the highest level of satisfaction).

<sup>65</sup> As indicated in our literature review, currently, all mobile devices are not offered with such an app installed by default.

<sup>66</sup> This could be attributable to the fact that these tools are usually advertised as being useful to evaluate the consumption needs before the purchase (and choose a plan accordingly), instead of monitoring the usage.

<sup>67</sup> Some providers also offer mobile apps allowing a usage monitoring (app that is usually downloadable from an app store); that trend has emerged even more from various providers when the survey was conducted.

**Figure 12**  
**Efficiency of the usage management tool**

<b>17. Les outils utilisés sont-ils efficaces? Veuillez indiquer votre degré de satisfaction d'une échelle de 1 à 7. 1 étant : très efficace, 7 étant : pas du tout efficace. (Ne répondez que pour les outils que vous avez déjà utilisés.)</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>Nombre de classements</b>
Outil de suivi de l'utilisation du fournisseur (en ouvrant votre session)	<b>36,8%</b> (60)	23,9% (39)	12,3% (20)	6,7% (11)	7,4% (12)	6,1% (10)	6,7% (11)	163
Outil de suivi de l'utilisation inclus par défaut sur votre appareil	<b>36,2%</b> (47)	23,1% (30)	7,7% (10)	9,2% (12)	6,2% (8)	5,4% (7)	12,3% (16)	130
Avertissement automatique envoyé par votre fournisseur	<b>36,3%</b> (41)	14,2% (16)	12,4% (14)	6,2% (7)	6,2% (7)	6,2% (7)	18,6% (21)	113
Application tierce qui permet de surveiller ou contrôler l'utilisation en temps réel	<b>31,0%</b> (27)	12,6% (11)	10,3% (9)	11,5% (10)	2,3% (2)	6,9% (6)	25,3% (22)	87
Modération de votre usage en fonction des limites de votre plan	<b>25,0%</b> (23)	18,5% (17)	17,4% (16)	15,2% (14)	4,3% (4)	5,4% (5)	14,1% (13)	92
Modération de votre usage en fonction des scénarios de consommation	22,2% (16)	13,9% (10)	9,7% (7)	18,1% (13)	2,8% (2)	9,7% (7)	<b>23,6%</b> (17)	72
Autre	12,5% (3)	0,0% (0)	8,3% (2)	16,7% (4)	4,2% (1)	4,2% (1)	<b>54,2%</b> (13)	24
<b>nombre de personnes ayant répondu à la question</b>								<b>222</b>
<b>nombre de personnes ayant sauté la question</b>								<b>373</b>

Therefore, a majority of respondents said they were satisfied with the usage reports generated by the mobile apps included by default on their device, and with the text message warnings sent automatically. Note that there seems to be controversy over third party apps for which the appreciation is a lot more divided. Not having asked consumers the reasons why they were dissatisfied, we are reduced to making speculations why the much divided levels of satisfaction could really be attributed to the performance of various available apps that vary widely from one to another, and also to the fact that third party apps don't necessarily measure the data usage the same way as service providers do. So, some individuals who rely only on a third party app can be forced to pay anyway for extra data fees, whereas the app did not indicate any overflow.

We also note that it was in the "Other" answer that respondents expressed the highest level of satisfaction. Here again, the data we have on that subject is very approximate, in light of the low response rate to the previous question, which allow us to detail what the "Other" tools were. Since a few answers to the previous question referred to use of the bill to discover the level of usage, it is possible that the high level of dissatisfaction is related to the way the usage is managed, but the data that we have on that subject is too marginal to allow us to be certain.

## 2.2.4 Sources of the frustration that consumers feel

Many questions in our survey were aimed at finding the main sources of frustration that consumers feel to highlight the issues that industry members or regulatory or relevant legislation authorities had to prioritize. To start with, we sought out the main sources of consumer dissatisfaction, generally, regarding use of mobile Internet. Here are the main elements outlined by responders:

- An overwhelming majority (79%) consider the price of mobile data too high;
- 45% of respondents said that it was difficult or impossible to monitor their usage in real time;
- 43% claim the fact that they don't receive automatic warnings from their providers (just before exceeding or being close to exceed their usage limits) or the fact that these warnings, when they exist, are not clear enough;
- 35% said that the usage limit was reached faster than expected;
- 34% said they encountered problems with their network, which includes, in particular, the slowing down on Internet or losses of connection;
- 32% said that the information related to mobile data on their bill is not clear enough.

We then asked the respondents if the information offered by companies on mobile data consumption was complete enough. No merchant is perfect, but it appears clear that merchants are judged most severely by respondents since close to one out of two were clearly dissatisfied with the information received. As for service providers and manufacturers, about 40% of respondents said that the information available is highly unsatisfactory.

**Figure 13**  
**Satisfaction of the information offered by merchants**

**27. Est-ce que vous trouvez que l'information générale que vous a transmise votre fournisseur, votre magasin ou le fabricant au sujet de la consommation de données est suffisante ? Cochez votre degré d'appréciation. (Vous pouvez sauter les sources que vous n'avez pas consultées)**

	Information satisfaisante	Quelques éléments manquants	Information insatisfaisante	Nombre de classements
Fournisseur de service	29,9% (105)	40,7% (143)	29,3% (103)	351
Commerce de détail	17,7% (35)	34,3% (68)	48,0% (95)	198
Fabricant	30,5% (68)	39,5% (88)	30,0% (67)	223
nombre de personnes ayant répondu à la question				365
nombre de personnes ayant sauté la question				230

When we asked respondents if they considered that the information they received before their purchase was sufficiently clear and accessible to allow choosing the plan or data option that corresponded the best to their needs; they were quite divided: 47% said yes and 44% said no, whereas 9% didn't know what to respond.

However, several strong trends evolved from the subsequent questions. When we asked respondents what information could be better communicated before the purchase, only 8% said that no improvements were necessary. On the other hand:

- 70% of respondents would like to obtain more information on the general operation of mobile Internet;
- 64% would like to obtain more information on the rates of mobile data;
- 64% of respondents would like more detailed information on the tools allowing to measure and control the use of data;
- 57% would like more information on solutions in case of overbilling related to data consumption;

Overall, consumers want more information on all subjects that were mentioned in the choice of responses proposed.

In the “Other” section, we note that certain comments referred to “unlimited” data options that allowed avoiding surprise fees; some referred to the complexity of services presently offered and others mentioned the relevance of using Wi-Fi when an open network is available.

Let’s finish with the most spectacular consensus of our survey. When we asked respondents if they believed whether the terms used by companies to talk about the use of mobile Internet should be uniform, 89% answered yes. This means, therefore, that various terms used by providers and other merchants, which sometimes resemble, but are never totally the same, are a source of frustration and frustration for consumers.

### 2.2.5 Trends of individual comments

At the end of the survey, we asked respondents if they had particular comments they would add about mobile data. Since we received over eighty answers to that question, we believe it is relevant to express some of the strong trends and to quote some of the comments<sup>68</sup> that seemed either representative of a generalized opinion or individually relevant.

First, let’s say that more than one quarter of the comments were about the high price of mobile data or the low limits of usage as sources of frustration. Here are two comments:

*Avec le forfait de base, je suis limité aux courriels (environ de 10 à 15 par jours) et un peu de recherche sur le Web. Pas question d’écouter la télé, pas de film, très peu de YouTube, enfin pour résumer : peu, peu, pas du tout !*

*Le prix des données avant et après le dépassement de la limite devrait être uniforme. Pourquoi devrais-je payer 50\$ si je dépasse ma limite, mais seulement 5\$ si j’achète un bloc de consommation avant le dépassement?*

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<sup>68</sup> N.B. Comments have been slightly edited to remove grammar errors.

Thirteen comments made a difference, in particular, with the roaming fees which were considered as being too high. Here is a representative comment:

*L'utilisation des données en itinérance à l'étranger pose problème. C'est excessivement cher. En comparaison avec les autres pays occidentaux, les tarifs chargés au Canada sont exorbitants.*

Eight comments were referring to the fact that the customer service and information offered by salespeople could be improved:

*Mon fils a acheté un téléphone intelligent sans forfait de données. Nous savions qu'il avait accès au réseau Wi-Fi, mais à notre grande surprise, des frais de données nous ont été chargés parce que l'appareil se mettait à jour sur le réseau du fournisseur. Nous ne pensions pas que c'était possible. Finalement les frais nous ont été remboursés. Je me suis battu pendant plus de 18 mois avec mon fournisseur afin qu'il respecte les clauses que j'avais dans mon contrat. Quelle aventure !*

*Je suis un utilisateur avancé, j'ai donc un bon bagage technique. Mais il est vrai que le langage marketing est fait pour ne pas être compris par les clients. À un certain moment je n'ai vraiment pas lâché le fournisseur pour avoir les réponses à mes questions. Ce fut facile, mais si on ne les pose pas, personne ne va vous le dire !*

Five comments were about the relevance of subscribing to Internet access without usage limits and claimed the rarity of such offers:

*Le transfert de données devrait être illimité, comme c'est le cas aux États-Unis et ailleurs dans le monde*

And finally, five other comments talked about the difficulty for consumers to effectively monitor their usage with the tools currently offered:

*Il faut vraiment vérifier les données utilisées très souvent pour ne pas se faire avoir.*

*On devrait obliger les fournisseurs à afficher en tout temps une barre progressive sur le coût de l'usage et le prix des données.*

*Un dernier insiste sur la responsabilité qui revient au consommateur de chercher à s'informer convenablement AVANT l'achat :*

*Il ne faut pas seulement attendre d'être en magasin pour s'informer. Les amis sont de bonnes sources d'information. Il est préférable de consulter les sites Internet des fournisseurs AVANT de se rendre en magasin pour acheter un appareil.*

## 2.3 CONCLUSION

There are multiple sources of frustration that consumers feel. High prices and usage limits generated many comments from respondents. Customers have a tendency to subscribe to mobile data options even if they don't have a detailed knowledge of their operation, and even if they are not able to easily evaluate their needs and calculate their monthly consumption without usage management tools.

Incidentally, consumers seem to appreciate most of the tools offered on the market, but note, however, that it is difficult to follow-up on the usage in real time. Users seem also to want the information to be available without necessarily having to search or ask for it and want almost unanimously that terms used by the industry when referring to data be standardized.

Finally, it appears to be evident that consumers want companies to be more proactive for the information available on mobile data. Consumers would like to obtain information more easily on data fees or about ways to monitor or control their usage. Besides the price and the tools available to avoid exceeding usage fees, several consumers want most of all to obtain more information on the operation of mobile data: to be warned that data are activated by default before using a new phone, or that functions may access Internet automatically which can generate unforeseen costs. Consumers simply want more information and more help to understand the best ways of benefitting from Internet access service without receiving a huge bill.

## 2.4 INDUSTRY RESPONSE

We questioned several companies on the trends we saw during the collection and analysis of field data. This round of consultation with various members of the industry allowed us to obtain information on their most recent information procedures, on the perception on the quality of the information offered and on their share of responsibility to inform consumers adequately. We also questioned them on mobile data.

We sent our list of questions to the main providers of wireless services: Bell, Rogers, Telus, newcomer Vidéotron and the Canadian Wireless Telecommunications Association (CWTA). Bell and Telus responded to the entire questionnaire. Rogers responded in part to our request by essentially providing information on the actual practices of the company. Vidéotron and CWTA ignored our request.

We also asked two merchants specialized in the sale of electronic devices. One of their representatives then agreed to answer some of our questions on the phone, but asked that the company remain anonymous. We will not name the merchants we asked to protect their identity.

In this section, we will resume and quote the most relevant responses to our questions<sup>69</sup>. The responses written in their integrality are attached as an appendix.

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<sup>69</sup> We took the quotations as is or sections from responses we received from companies. We made sure the information presented respected the meaning of each quotation. The completeness of written responses is, however, reproduced in an appendix.

### 2.4.1 Perception of consumer knowledge

First, we asked merchants if they considered that consumers are correctly informed on the usage of mobile data.

The Bell representative gave a positive answer:

*Oui, Bell croit que, avec les efforts importants qu'elle déploie, les consommateurs sont bien informés pour choisir leur appareil et les services et, par la suite, pour surveiller leur utilisation. 90 % des consommateurs qui achètent un appareil et qui s'abonnent à des services sans fil au Canada le font pour au moins une 2e fois, sinon, pour plusieurs d'entre eux, une 3e fois ou plus. Nous avons donc souvent affaires [sic] à un consommateur expérimenté, à même de mieux comprendre les services.*

Representatives from Rogers and Telus remained a little vague on that question. Telus, however, indicated in one of their responses to a subsequent question that, from their experience, most of the consumers that buy a smart phone, a computer tablet or an Internet access key know how these devices work and where to find information when they need it (later on, we will specify the question Telus was referring to with that response).

Bell, Rogers and Telus all insisted on the fact that it was important that consumers are correctly informed on that question, and they put forward some efforts deployed by their respective companies. One insisted on the efforts deployed by their store employees, the other one on efforts deployed to include the right information in their promotional material, and the last one, on the use of management tools. Here are, respectively, the responses from Bell regarding their sales preventatives, from Rogers on promotional material, and from Telus on management tools:

Yes, we believe that with the important efforts we are deploying, consumers have the appropriate information to buy their device and services, and after that, to monitor their usage. 90% of consumers buying a device and subscribing to wireless services in Canada do it for at least a second time; many more of them, a third time or more. So, we often deal with an experienced consumer who is able to better understand the services.

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*Au moment de l'achat de l'appareil et de l'abonnement aux services, le conseiller aux ventes s'enquiert des besoins du consommateur et les réponses du consommateur détermineront le type d'appareil et de forfait que le conseiller lui proposera. Le conseiller*

*est formé pour s'adapter au niveau de connaissance du consommateur et à répondre aux questions que ce dernier pourrait avoir, notamment quant à l'utilisation de données.*  
– Bell

*...consumers should be fully informed about the products and services they purchase from their wireless carriers, including all the associated fees and conditions of the services selected. [...] All of Rogers' wireless brands clearly communicate in their advertising materials the details of our wireless internet plans. This includes the amount of wireless internet usage included in the plan, as well as the applicable overage rates. Our consumer brochures and websites also include legal text to advise the customer of additional charges that may result when the wireless internet allotment included in a plan is exceeded.*

– Rogers

*En fait, la nature même des appareils connectés à Internet aujourd'hui repose sur le fait que le fournisseur de services mobiles ne contrôle pas l'utilisation des appareils de consommateurs et qu'il ne peut pas le faire. Cependant, TELUS fournit des renseignements détaillés et un grand éventail d'outils afin d'aider ses clients à gérer efficacement leur utilisation de données.*

– Telus

#### **2.4.2 Information to consumers: systematic practices**

We also asked service providers and merchants to identify the procedures deployed to adequately inform consumers, and the information that systematically has to be given by the salesperson.

Bell referred us to tools used by the company that will be mentioned in a subsequent section.

Regarding systematic practices, Bell said it was transmitting information specifically by using the first personalized pages of the contract, and with a page of information that the salesperson systematically provides with the contract to all its customers. Bell also sends text messages to users on usage follow-up or on entry into a roaming zone.

Telus and merchants offered the same solutions. For these companies, the priority at the time of purchase first seems to target consumer needs. Advice on the use of data is generally available on demand, but would not be offered systematically at the time of purchase:

*Nos représentants discutent avec chaque client de ses besoins prévus en matière d'utilisation des données dans le cadre du processus visant à déterminer le forfait qui lui convient le mieux. D'autres renseignements sur l'utilisation de données en général se trouvent sur notre site web, et nos agents offrent également des conseils par téléphone. Si un client ne connaît pas bien l'utilisation de données mobiles, nous offrons des séances de formation individuelles.*

– Telus

*On leur pose des questions. Qu'est-ce que vous pensez faire [de votre téléphone?] De quelle façon comptez-vous l'utiliser? On essaie d'aiguiller le client vers le meilleur plan en fonction de ses besoins. On essaie comprendre leur utilisation, s'ils ont le Wi-Fi à la maison ou à l'université, pour éviter qu'ils achètent un accès au 3G dont ils n'ont pas*

*besoin [...] On leur donne une information neutre sur ce qui est disponible sur le marché, c'est-à-dire sur l'ensemble des téléphones et des réseaux. L'information «niveau data» est vraiment globale. À partir du moment où il y a une demande d'information, on peut y répondre, on va chercher l'information.*

*– Commerce de détail*

Rogers said that the company made sure it provides clear and accessible information to the customer and also mentioned their Web site: “Tech Essentials”, which provides information on wireless services.

As for information offered systematically:

- *Rogers' practice is to ensure that all customers understand what they are paying for through the “Walk Out Working” program. As part of this program, Rogers' retail customer service representatives highlight all the essential elements of the WSA [Wireless Service Agreement], including the monthly price, the term length, what is included in the plan subscribed to by the customer, and any overage rates for exceeding a plan's usage allotment.*

### **2.4.3 Information: whose responsibility is it?**

We asked companies if they thought that it was their responsibility to adequately inform consumers or if the information should be found on the customer's own initiative. Most of the companies agreed that it was a shared responsibility. Bell particularly said that “that responsibility has to be shared between the service provider and the consumer who then become partners in the equation”, while indicating that Bell “pushes” certain information to consumers, whereas other information is made available so that the consumer may “pull it” towards them when time comes.

We quoted Telus earlier, which expressed its confidence in the customer's expertise. According to that company, consumers know where to get the information they need. Here's an excerpt expressed from the provider's point of view:

*Selon notre expérience, la plupart des consommateurs qui achètent un téléphone intelligent, une tablette ou une clé Internet savent comment ces appareils fonctionnent et où trouver l'information quand ils en ont besoin. Les consommateurs qui ne savent pas trop comment fonctionne l'utilisation de données mobiles devraient le mentionner et le fournisseur devrait leur fournir les renseignements nécessaires à ce moment-là.*

The consumer lacking information on the operation of devices or mobile data must tell the provider who will then provide the appropriate information.

In the same vein, we asked companies to name all the actors responsible for providing information to consumers on mobile data. It appeared that various types of merchants give themselves that responsibility, which varies according to the type of company.

According to Telus, responsibilities of merchants would include in a perfect world:

*Les consommateurs sont responsables de se renseigner sur la façon d'utiliser leurs appareils, mais les fabricants et les fournisseurs devraient rendre l'information accessible pour les aider à le faire – et ils le font. Les détaillants qui ne sont pas fournisseurs peuvent avoir plus de difficulté à jouer ce rôle, mais ils devraient orienter les consommateurs vers les renseignements disponibles auprès des fabricants et des fournisseurs qu'ils représentent au détail – et ils le font.*

Retailing offers a similar question, indicating that if their salespeople do their best to inform and guide the consumer, they can't "take the place of service providers by giving information. Salespeople give neutral information according to use to guide the customer to the right product," while indicating that they may refer the consumer to the service provider, particularly on questions related to customer service (questions on billing for example).

Merchants also indicated during the interview that the company works with the providers and if the latter decided, for example, to produce a document on usage follow-up or on elements to be careful about, they could then pass on the information to consumers.

Finally, Telus pointed out that if the government or consumer groups decided to make information available on the subject, the company would not oppose this, "but it would be important to ensure the information was up-to-date at all times."

#### **2.4.4 Field data: reactions from companies**

We asked companies to react to certain key trends we stated in our survey. We faced them with the fact that one consumer out of two would not know - when purchasing a smart phone - that access to Internet via a WSP network is activated by default, or that most would not know that apps may automatically consume data.

Bell said it was continuing its efforts "to avoid that". Telus offers a more detailed point of view that we believe is relevant to quote in full:

*Le phénomène des applications pour téléphones intelligents qui fonctionnent et qui utilisent des données en arrière-plan est courant. Toutefois, nous tenons à souligner que la nature des appareils mobiles actuels, qui constituent essentiellement de petits ordinateurs personnels, repose sur le fait que le consommateur contrôle les applications qu'il installe et la façon dont elles sont configurées. Tout comme les consommateurs maîtrisent les applications qu'ils installent sur leur ordinateur personnel et sont responsables de l'utilisation et des frais de données qui y sont associés, ils le sont également lorsqu'il est question de leurs appareils mobiles. Étant donné que les fournisseurs ne sont pas en mesure de maîtriser les applications que les consommateurs utilisent (et que les consommateurs ne souhaitent pas que les fournisseurs le fassent), les fournisseurs ne sont pas en mesure de contrôler l'utilisation de données en arrière-plan non plus. Cependant, TELUS s'efforce d'aider ses clients à comprendre leur appareil et l'utilisation des données par les applications en fournissant des tableaux de bord en ligne et sur l'appareil [NDRL : outil qui donne de l'information sur la quantité de données, textes et minutes locales utilisés], ainsi que des avis gratuits relatifs à l'utilisation de données.*

By doing this, Telus provides a response that seems to insist on the consumer's responsibility towards his/her device, which is configured by default, without the consumer being aware. This applies to automatic connections to the Internet and updates, for example, to software that is installed by default for which the consumer may ignore the modes of configuration. In response to another question, Telus once again offers a similar point of view, indicating that consumers are informed on the operation of their smart devices.

*Les déclarations affirmant que les fournisseurs devraient [vendre les appareils intelligents] en désactivant la transmission de données ou suggérant que les consommateurs qui les achètent ne savent pas qu'ils sont conçus pour fournir une connectivité de transmission de données ne sont pas logiques. [...] Les besoins d'un client en matière de transmission de données sont abordés au point de vente dans le cadre du processus visant à déterminer le forfait qui convient le mieux au client.*

However, Telus stated that regarding the processing of complaints related to mobile data:

*Étant donné que TELUS gère près de 8 millions de connexions mobiles, il faut dire que les problèmes liés aux frais de données mobiles sont très rares. Lorsque nous devons en facturer, nous tentons d'aider les clients autant que possible et, surtout, nous leur apprenons à éviter que de tels problèmes ne se reproduisent.*

When we asked companies if they had thought about solutions that can ensure that consumers are aware of ways to monitor or control their data usage and if they were applied, those that answered the question referred to the tools that were implemented (and will be described in another section). No additional solutions were proposed in response to specific problems raised in our questions. However, Bell points out that one of aspect of the CRTC's public hearings on the wireless service Code is a measure that it is thinking about imposing on providers:

*Tous les fournisseurs de services dont Bell étaient en faveur de transmettre des messages textes lorsque le consommateur atteint 50 %, 80 % et 100 % de la limite d'utilisation prévue par son forfait, au cours d'un cycle de facturation.*

Rogers also made reference to these usage monitoring tools:

*At the Commission's public hearing we noted that Rogers fully supports near-real time data alerts advising customers when they are approaching the limits of their wireless internet allowances, both domestically and abroad. Such alerts will help consumers avoid bill surprises and unanticipated charges.*

In its responses, Telus also indicated its support for the CRTC initiative to establish a wireless service Code. In another section, we will elaborate on the possible solutions raised in that case.

We also questioned companies on their perception of the information displayed in their written documents, brochures and on their Web sites. We will see in the following section that placing information in a low visibility location may certainly have an impact on its accessibility. We, therefore, asked providers if they considered that using very small print on their sites, reducing sections by default or hyperlinks, may have the effect of dissuading consumers to read all information that would be needed to make informed decisions.

Telus doesn't seem to really be affected:

*TELUS s'efforce de rendre accessible aux clients potentiels toute l'information utile autant que possible. Nous souhaitons qu'ils deviennent des clients et, une fois qu'ils le sont, qu'ils demeurent des clients satisfaits. Cependant, nous ne pouvons pas parler pour les autres fournisseurs.*

The company said, however, in a previous question that more efforts could be deployed by the industry to improve the information offer:

*Il peut être parfois difficile d'informer les clients sans les submerger de renseignements dès le début de notre relation avec eux. Il est important pour nous, cependant, que les renseignements utiles soient à la disposition des clients quand ils en ont besoin et nous sommes toujours à la recherche de moyens de rendre cette information plus accessible.*

In the same vein, Bell has developed the need to organize the information provided so that the consumer may have quick access to essential information.

*Lorsqu'elle distribue de l'information, Bell s'efforce d'atteindre un équilibre entre l'information essentielle et l'information utile. Au même moment, le média utilisé impose des contraintes additionnelles. Plutôt que de ne pas fournir l'information utile, Bell utilise alors d'autres moyens pour la porter à la connaissance des consommateurs, comme au moyen d'hyperliens.*

#### **2.4.5 Perspectives towards standardization**

The data we had previously collected when developing the online consumer survey indicated that standardization of industry practices were on the right track to help consumers to be informed correctly.

When we confronted companies regarding the overwhelming majority of respondents who were in favour of standardization of the terms used to measure, quantify and write mobile data, Telus is the only company that directly answered the question:

*TELUS ne s'oppose pas à la normalisation des unités d'utilisation de données. Une telle normalisation pourrait imposer une certaine uniformité des activités à laquelle certains fournisseurs pourraient s'opposer, mais elle serait sans doute utile pour les consommateurs. Il suffirait de s'entendre sur les modalités, un sujet difficile à aborder pour les fournisseurs eux-mêmes et sur lequel il est difficile de s'entendre pour des raisons de concurrence.*

When we asked companies, in a more general way, if the uniformity of certain industry practices to better inform the consumer was feasible, Bell and Telus accepted to briefly answer the question. Telus said that such a decision will probably result from the CRTC as part of the framework of a wireless service Code. Bell rather commented on the competitive nature of the market:

*L'industrie des télécommunications sans fil est dynamique et concurrentielle. Dans ce cadre, en réponse aux besoins des consommateurs, Bell a développé et rendu accessible [sic] des outils d'information, et ce, sans l'intervention d'une autorité*

*gouvernementale. [...] D'ailleurs, le CRTC est l'organisme indiqué pour déterminer si d'autres mesures sont requises à ce niveau.*

Finally, if Bell insisted on the fact the initiatives put forward without the intervention of regulatory authorities, the company still made reference to the capacity of the CRTC to make decisions on the subject, without however making reference to the provinces' authority.

## **2.5 RESPONSE FROM REGULATORY AUTHORITIES**

As part of this round of consultations, we also surveyed the Canadian Radio-television and Telecommunications Commission (CRTC) and the Commissioner for Complaints for Telecommunications Services (CCTS) to obtain their perspectives on the issues that were communicated to members of the industry. Our request to the CCTC has fallen on deaf ears. The CRTC replied positively to our request, despite the fact that the decision regarding implementation of a mandatory Conduct Code for the WSP was under advisement when we questioned them. Since the Commission was not able to take a position on all the questions we submitted, we will paraphrase below all relevant responses we have obtained<sup>70</sup>.

The Commission initially recognized, having heard from consumers, that they needed more information on mobile data. In fact, smart phones make several services available that were not common before: for that reason, the consumer's education has to evolve according to these changes. The CRTC indicated, however, that information provided is essentially a shared responsibility, by saying that providers are the experts in using and controlling mobile data, but that consumers have to obtain information of the products they purchase to avoid receiving surprise bills. The Commission recognized that merchants and service providers have a responsibility, at least partially, for the information provided on mobile data upon purchase. However, it also stated that "to fill existing gaps, consumer organizations as well as governmental organizations could assist [the consumer] by making other resources available". Incidentally, the Commission indicates that it is presently working on information resources. An interesting fact; if service providers remained very discreet on the information that should be imperatively offered, the Commission recognized that "any information related to excess charges is very important." Since the operation of smart phones is almost standardized, the Commission indicated, however, that consumers are responsible for learning how a smart phones works. Finally, the Commission recognized it was thinking about the basic information that should be provided to consumers, but recognized that a competitive industry allows companies to be different.

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<sup>70</sup> Full responses are offered by the CRTC are appended.

### **3. WHAT DO WE FIND IN THE PROVIDERS' DOCUMENTATION: DESK STUDY**

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Since we now have more complete information on consumer habits, it is now possible to focus our desk study on the information most often consulted by consumers: that is, the information provided by service providers.

In fact, our house survey allowed us to conclude that a consumer who wants information on mobile data will refer most often to telecommunications service providers. That approach, particularly, is logical since merchants often have a tendency to redirect the consumer to providers for questions related to mobile data. Furthermore, a preliminary study of the documentation provided by manufacturers and merchants, allowed us to ascertain that the latter don't necessarily want to inform the consumer in an exhaustive way on wireless services.

In fact, merchants don't usually produce the promotional material for smart devices and wireless services; the major part of the written documentation distributed by merchants consists in brochures that are, most of the time, produced by device manufacturers. Briefly, since this study is trying to evaluate the information provided on mobile Internet access services, our analysis of the information regarding wireless services will focus exclusively on the written documentation offered and produced by service providers. To proceed with that analysis, we have randomly collected various brochures distributed by WSP about wireless services. Brochures were collected in the spring and summer of 2012. Our detailed analysis of paper information was based on a selection of seven of these brochures according to criteria that will be explained in the next paragraphs.

During our analysis of the written documentation, we have quickly noted that brochures are used to give certain information on offered services, but don't provide comprehensive information on mobile Internet. To the contrary, on certain subjects, we often noted that providers refer customers to their Web site. For this reason, we paid particular attention to the information provided on service providers' Web sites (because the information on the Web is the one, as we saw earlier, that would be most consulted by consumers, and for almost the entirety of the information researched). We analyzed the information provided on the providers' Web sites, in the most accessible sections: in particular the sections related to plans, optional services, services payable on use, as well as certain support sections, when these are available and displayed to encourage the customer to read them prior to purchase (which was not the case on all the Web sites studied).

For purposes of our study, we only examined the information offered by the main service providers that impose usage limits to their mobile Internet access. So, we concentrated our search on the documentation provided by Bell, Virgin, Rogers, Fido, Telus, Koodo and Vidéotron. The documentation from a few new providers whose policies offer unlimited mobile Internet access services, except of course for certain traffic shaping practices, is therefore excluded from our study.

Of course, the majority of the information we collected discusses mobile services for wireless phones, since offers proposed by providers for these devices are numerous and complex. We also looked at information offered on plans or data options for Internet access keys and computer tablets, but brochures and Web pages entirely dedicated to these services are clearly less numerous.

### **3.1 CERTAIN METHODOLOGICAL LIMITS**

We quickly noted, at the data collection phase, that it is extremely difficult to keep data updated on offers related to wireless services. Service providers have, in fact, a tendency to frequently modify their brochures and Web sites according to the changes made in their plans, or according to advertising strategies. This is particularly true in the case of mobile Internet. We had noted, at the beginning of our information gathering that mobile Internet services access were often offered through options that may be added to a wireless service plan. If several of these services were offered in an additional “option” form in 2012 and 2013, the inclusion by default of a mobile Internet limited access is now included in a significant number of wireless telephony plans.

Furthermore, promotional campaigns on mobile data were particularly numerous and the information provided diversified as mobile Internet was increasingly publicized. For this reason, it’s possible that some facts or information noted as part of our study have been taken from documents or Web pages that will not available anymore following publication, and details on offers will have changed. Our analysis, however, is still relevant since most issues raised while writing this report, even though many information sources were proposed by providers, have been updated. The information provided to consumers on whatever subject may, of course, change again especially since new rules related to wireless services will soon be enforced.

### **3.2 DATA ANALYSIS: A QUALITATIVE APPROACH**

First, let’s state that one of our findings while collecting data was the fact that a myriad of different information has to be assimilated by the consumer before he/she can understand all the conditions applicable to mobile Internet that will allow him/her to use it adequately without receiving a surprise bill. The need to respect a usage limit is one of these conditions, but the consumer will also want, for example, to know the pricing applicable to his/her usage limits, the way it works, and also the restrictions of certain uses, or the different pricing applicable to certain uses that need mobile Internet. Since the terms and conditions are relatively numerous, we thought it was relevant to not limit our information analysis offered to data transfer limits, but to spread it instead, to the terms and conditions of use to verify if it’s possible for the consumer to have access, to understand and to assimilate that information before starting to use mobile Internet. To complete our documentation analysis provided by service providers, we first identified certain elements of information that have to be read, theoretically, for the operation of mobile Internet access services and their billing.

First, we will not make detailed comment on the various ways to display the prices for services and usage limits; we will state that the display of elements is quite systematic and generally visible enough, so it is easily accessible. Incidentally, only elements of information that the consumer can, in reading providers’ promotional documents, can easily be found on mobile Internet access services.

However, this doesn’t mean that it is possible for the consumer to understand usage limits presented by providers. For this reason, we will present a few analytical elements of the tools used that allow consumers to understand usage limits. We will discuss the proposed ways to evaluate their needs. We will then focus on several findings resulting from our analysis, more specifically on the price of mobile Internet and its operation.

Here are the elements that will form part of our analysis:

Pricing and use of mobile Internet:

- Pricing and operation of flexible data plans;
- Pricing and operation of prepaid data plans;
- Pricing and operation of Blackberry data plans and options;
- Pricing and operation of data-sharing between devices;
- Price of data after exceeding the usage limit;
- Price of data used outside plans;
- Price of mobile data consumed in roaming;
- Price of optional services allowing Internet access in roaming;

Operation of mobile Internet:

- Activation/deactivation of mobile data;
- Background data consumption;
- Information of Wi-Fi access (and explanation of the differences with mobile data);
- Information of tools that verify or limit consumption.

In our analysis, we paid special attention to the information elements above, trying to confirm if they were present or not on suppliers' brochures and Web sites and if so, how they were presented.

To realize our qualitative study on the information available, we also considered certain criteria to analyse effectively the available information, selected according to a review of literature on the subject. We selected the criteria that may be used to assess the quality and efficiency of informative texts and contracts<sup>71</sup>.

## Our evaluation criteria

First, probably the most important criteria: completeness of the information presented. What information is presented in each source? Is the content complete? Is important information missing? Is the information presented adequate for everyone to understand the nature of the services and conditions of use?

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<sup>71</sup> To determine which criteria may be used to direct our analysis, we obtained our inspiration from the criteria used or mentioned in the following documents:

**DUCHESNE, Geneviève.** "*Les obstacles à la prise de connaissance et à la compréhension par les consommateurs des contrats de consommation*", Union des consommateurs, Montréal, Canada, June 2008, 360 pages. [Online] [http://uniondesconsommateurs.ca/docu/protec\\_conso/contrats\\_consommation.pdf](http://uniondesconsommateurs.ca/docu/protec_conso/contrats_consommation.pdf) (document consulted on January 9, 2013).

**CARREAU, Simon.** "*Information sur les produits financiers et clientèles vulnérables*", Union des consommateurs, Montréal, Canada, June 2010, 134 pages. [Online] <http://uniondesconsommateurs.ca/docu/budget/ProdFinEtConsomVulnerables.pdf> (document consulted on January 9, 2013).

**BEAUDET, Céline.** "*Clarté, lisibilité, intelligibilité des textes: un état de la question et une proposition pédagogique*", in : *Recherches en rédaction professionnelle*, Vol. 1, No. 1, Université Sherbrooke, Sherbrooke, Canada, Winter 2001, 17 pages. [Online] <http://pages.usherbrooke.ca/rrp-cb/Beaudet2.pdf> (document consulted on January, 9 2013).

Second: ease of reading. Are the terms employed clear and accessible? Are there terms or expression that may impair the understanding of the text? Is the text short or too long? Can the structure of the text impair its understanding?

Third: the presentation. Comments will be made according to the use of titles, tables, format and fonts and on the way the information is displayed. Are there sections or subsections that are reduced by default on the Web page?

Fourth: user friendliness. This section may be of minor importance for brochures; however, it is very relevant for Web sites. This criterion is used to verify if the information is regrouped in a single place or if it is spread over several pages or in several tabs. Does the site use internal links? Is the information in a logical place and is accessible enough? Is there a duplication of the spaces where important information is displayed, or is it available on a single page?

We will add a few observations on the text and the information presented, and on the influence that the tone may have on the interpretation of the text. Are consumers informed in a neutral way, or is it an argumentative text, or a mix of both? Is the seriousness the consumer has to lend to given information underlined clearly?

Finally: the overall quality of popularization. Is the text descriptive only, or does it also include explanation or examples to help the consumer understand the information? Do these tentative explanations seem effective?

### **3.3 SUMMARY OF SERVICE OFFERS**

First and foremost, it seems relevant to us to summarize how mobile Internet access services are offered in Canada, to later properly understand specific comments on prices and specific terms and conditions. Let's start by recalling certain technicalities proper to the main devices that connect to a cellular network, so we can then briefly discuss the tools used by the industry to inform consumers on their usage and usage limits, and then, finish with the pricing operation.

#### **3.3.1 Mobile Internet: a few reminders on the operation of devices**

##### **A) INTERNET ACCESS KEY**

We will recall how USB Internet access works, mainly for its form. The consumer has to subscribe to a data option and obtain the key, usually used on a portable computer connected to a USB port to provide access to the cellular network. Usage limits of data options offered with access keys are usually higher than those offered for computer tablets or cell phones.

##### **B) COMPUTER TABLET**

To use the cellular network with computer tables, the consumer will have (just like a connection using an Internet key) to obtain an SIM card (Subscriber Identity Module), insert it in the device and subscribe with a service provider to a mobile Internet access plan. Just like cell phones (or any computer), it's not because the screen saver is activated that bandwidth is not used. It is worth noting that often there are data options offered exclusively for iPad, others being applicable to any type of computer tablet, which sometimes can make it difficult to compare or differentiate these plans.

**C) WIRELESS TELEPHONE**

Even if accessing the Internet is possible with most cellular phones, consumers using mobile Internet with a phone usually do it with smart phones. Contrary to access keys and computer tablets, we note, however, that mobile Internet access is usually activated by default on smart phones, even when no access to mobile Internet is contained in a plan. However, it is possible to deactivate this access through the device's parameter options. Operation is usually the same when mobile Internet is used abroad; access to the network in roaming is generally activated by default, even though the consumer is usually informed when he/she enters such a zone (without necessarily knowing all the fees and conditions of service.)

**3.3.2 Mobile Internet: means used to comprehend and respect usage limits<sup>72</sup>**

Besides displaying information on the services offered and usage limits, providers generally provide consumers with a few tools to allow them to evaluate their usage, data consumption according to certain uses, and how to monitor the usage to avoid exceeding usage fees. Here are the various proposed tools:

**A) CONSUMPTION SCENARIOS**

Service providers have various ways of referring to consumption scenarios they offer to consumers. It should be remembered that some providers display tables explaining fictitious consumption scenarios to show consumers the various usage possibilities according to various usage limits. These tools are also frequently used to give consumers information on the consumption level used for various usages. This type of tool will be evaluated further on.

**B) DATA CALCULATOR**

This tool is quite similar to the first one, except it is usually interactive. A data calculator allows a consumer to select various uses including the expected use frequency during the month to evaluate his/her potential mobile data consumption. This tool is mostly used to help a consumer evaluate his/her needs before subscribing to an option, rather than a means to monitor usage after subscribing to a data option. Various calculators can be proposed according to the various types of devices that provide access to mobile data, and, in some cases, according to the various device operating systems. Data calculators in Canada rarely consider the type of network used.

**C) USAGE REPORT**

As indicated in the previous section, a usage report is most often used tool by consumers to monitor data consumption of their devices. The user accesses his/her providers' Web site and connects to his/her account to have access to his/her report (the same way a consumer can, in general, monitor the quantity of bandwidth used for residential Internet access services). This report can also be available from other sources: consumers can sometimes download a mobile app that will provide access to that report (connecting to that app will generate bandwidth fees when it will not be on the cellular network), or obtain the information by phone or by exchanging text messages with their provider, depending on the company.

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<sup>72</sup> NB: To learn what tools are used specifically by each company, you may consult answers provided by services providers, in the appendix.

#### **D) TEXT MESSAGE NOTIFICATIONS**

Some service providers use various ways to inform consumers, by text messaging specifically, for their mobile Internet usage. Consumers may receive a variable number of SMS notifications that are generally sent when the majority of the mobile Internet usage limit has been used or after a certain threshold of excess of that limit. This type of notification is also used by some providers to inform their customers when they are entering a roaming zone; notifications may sometimes inform the users on the applicable fees or invite them to subscribe to a roaming data option. However, these notifications could also not be offered to some users; specifically, those subscribing to prepaid options.

#### **E) BLOCKING THE USAGE**

A few rare providers provide an Internet usage blocking service that applies when the consumer reaches a certain threshold of excess charges. At the present time, a provider also offers that service to limit roaming fees. These mechanisms are occasionally also used as a precautionary measure for all types of excess charges, to protect the provider from users that don't have a satisfying credit history.

### **3.3.3 Mobile Internet: several pricing modes**

First, there are several ways to access the Internet via a cellular network. The consumer who has a smart phone can have access to the provider's network and pay a flat rate, pay according to his/her usage, the monthly bill being variable, according to the quantity of bandwidth used. This is the least cost effective-way for consumers because it can't predict the total charges that will be billed. This option is more expensive than the charges imposed for data consumption billed according to usage. Sometimes, they are even higher than over-usage fees after exceeding the pre-set limit and are billed to users who don't subscribe to a data option. For these reasons, consumers wishing to use mobile Internet will usually rely on a data option or choose a plan that allows a limited (in the majority of cases) usage of mobile Internet. So, let's briefly see the types of plan offered to consumers.

#### **A) OPTION WITH FIXED LIMITS**

The data option with fixed limits is no doubt the simplest pricing mode. The consumer pays for limited access to mobile Internet, an amount that stays the same each month, provided he/she does not exceed the usage limit. If he/she does, he/she will have to pay extra fees for the exceeding use, calculated according to the additional bandwidth used. We note that the price of data used after exceeding the usage limit may equal or be lower than the one billed according to usage. We also note that if the mobile Internet access is offered on a prepaid basis, the service may be coupled when the usage limit is reached, the same way as prepaid voice services (when the credits are expired).

#### **B) FLEXIBLE DATA OPTION**

The flexible data option is increasingly popular. The consumer pays for a mobile Internet access, and the usage is billed by levels. Instead of being billed by the item for over usage, the user over the pre-established limit in the data plan will be billed for that month only, the rate of a superior plan that includes a higher consumption limit. This pricing mode is often advertised by service providers as being a way to avoid astronomic over usage fees. We note, however, that when the consumer obtains his/her usual downloading limit, the amount to be billed won't be proportional to the quality of bandwidth used in surplus, which can be a disadvantage when the consumer exceeds, only slightly, the usage limit. In addition, when the consumer's consumption

reaches the highest level as per plans offered by the provider, he/she will, however, have to pay extra usage fees. To simplify, here's a screenshot from Telus' Web site that demonstrates the global functioning mode:

**Figure 14**  
**Telus<sup>73</sup> flexible data option**

**Forfait Haute Vitesse Mobile Flexible**

Choisissez entre deux forfaits de données flexibles, offerts à partir de 10 \$ ou de 35 \$ par mois. Au début de chaque mois, le tarif de base s'applique et s'ajuste automatiquement selon votre utilisation de données.

Par exemple : si vous optez pour le forfait Données de base Flex 10+, si vous utilisez 100 Mo dans un mois, nous ne payez que 10 \$. Si vous utilisez 500 Mo le mois suivant, votre tarif s'ajustera automatiquement à 30 \$.

TELUS facilite le suivi de votre utilisation en vous proposant un outil de gestion des données en ligne.

Détails des forfaits	Forfait Données de base Flex 10+	Forfait Données flexibles 35+
Tarif mensuel*	10 \$	35 \$
Données incluses <sup>1</sup> (au Canada)	jusqu'à 100 Mo - 10 \$ jusqu'à 250 Mo - 20 \$ jusqu'à 500 Mo - 30 \$	jusqu'à 1 Go - 35 \$ jusqu'à 2 Go - 45 \$ jusqu'à 4 Go - 60 \$ jusqu'à 6 Go - 75 \$ jusqu'à 9 Go - 90 \$
Données additionnelles <sup>2</sup> (au Canada)	+ 2¢/Mo	
	<a href="#">Ajouter au panier</a>	<a href="#">Ajouter au panier</a>

For the \$35 flexible plan, we note that the price for each gigabyte of extra data varies considerably according to the plan: extra gigabyte, before the two first levels of the \$35 flexible data plan will cost \$10, whereas the price for additional data (after exceeding of the first level) is equal to \$20 per gigabyte.

Furthermore, an extra \$10 is charged between each level for the extra 150 or 250 extra megabytes for the \$10 basic plan. However, it only costs an extra \$10 to use the 500 additional megabytes, after the last level.

If the goal of this type of plan is to limit exceeding data fees, it is complicated to determine what the more cost-effective usage thresholds are for consumers. Pricing tends to lead consumers toward the highest levels, but the use of exceeding data, especially for the \$35 plan, generates a lower beneficial price to use an extra gigabyte.

We observed that some providers have stopped billing according to usage, and are automatically subscribing a mobile Internet consumer to a flexible data plan.

<sup>73</sup> screenshot from Telus' Web site from the "Plans" tab, taken October 23, 2012.

### **C) ALTERNATE PRICING**

There may be certain optional services that necessitate a data transfer but are not taken into account in the consumers' monthly usage limits. That is particularly the case with attachments that are sent by text message (photos and videos), the latter often being included in a distinct unlimited text messaging option, under certain conditions that will be explained below. Furthermore, some streaming video services (access to certain specific TV stations for example) are priced by the hour as opposed to bandwidth. Other options may also be priced differently. In all cases, one may certainly and legitimately question the effect of such alternative rates on the neutrality of the Net...

### **D) PARTICULARITIES OF BLACKBERRY DEVICES**

The applicable pricings of Internet access services for a Blackberry device are quite different from those applying to other smart devices. Incidentally, instead of necessarily imposing a usage limit in mega or gigabytes, options for Blackberry often impose usage restrictions. As an example, an option gives unlimited access to email and/or social networks, but will not include other types of surfing on the Web. Accesses not included in that type of plan will be subject to additional terms and conditions of service for which Blackberry users have to take into account when monitoring their usage. The way certain Blackberry services are offered tend to indicate, as was also the case for alternate pricings, that some contents needing access to the Internet benefit from priority access on the mobile platforms.

## **3.4 EVALUATION OF THE INFORMATION OFFERED**

Since this broad overview of mobile Internet access has been completed, we may now reveal our findings. First, we will summarize our general findings on the information offered in the selection brochures, and after that, we will present the elements of our analysis on the providers' Web sites. We will then deal with targeted observations on elements of information that we used to make our analysis. The overview of our analysis will include examples.

### **3.4.1 Brochures: an honest source of information**

If a word can be used to describe the information provided in the service providers' brochures, we would choose brevity, with all the strengths and weaknesses it implies. In fact, the information provided in brochures is far from being comprehensive, but it doesn't claim to be.

It should first be noted that when we collected, from various stands, brochures on smart devices, we never found a brochure that was aimed at explaining the operation of mobile Internet or the ways to monitor one's usage. Brochures that were offered to consumers were essentially promotional material used to inform and influence the consumer to become a customer of the company. The services are briefly explained, and only a few providers took the time, in these brochures, to inform the consumer on unpredictable fees that may be billed following the usage of mobile data<sup>74</sup>. However, when providers give specifications on the operation of mobile data and usage management tools, the explanations generally remain very summary. For example, we didn't find any brochure in our sampling that mentioned that mobile data is activated by default on smart phones or that some data may be used automatically by certain apps. Furthermore, it is very rare that providers will take the time to give tips on the effective use of mobile Internet: in particular, the fact of benefitting from Wi-Fi networks when

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<sup>74</sup> Telus and Koodo, who are using usage management tools as a sale argument, are an exception.

available (but some providers have done it), and the advice to use the cellular network only if Wi-Fi is not available. This was the solution that was finally chosen by more than one consumer to benefit from a service while limiting the costs. In addition, the consumer who only consults brochures doesn't really have the means to understand exactly what the usage limits are when imposed by various providers. The elements of this information, when they exist, are excessively fragmented, and are often limited to the simple mention of units of measure (kilobyte, megabyte and gigabyte). However, the consumer will occasionally be referred to an online tool that could allow him/her to evaluate his/her needs. This tool is generally the company's data calculator.

In short, consumers who read paper brochures will essentially find a few summary characteristics of plans and wireless services options, and some information on the terms and conditions of service and some applicable fees. The goal doesn't seem to motivate consumers to have confidence only in these brochures. On the contrary, the consumer is invited a few times, to consult the provider's Internet site to find all the information he/she needs. In general, customers are redirected more often to Web sites rather than to a phone number to contact customer service. Of course, in brochures, a provider benefits from somewhat limited space to present information on its services which could explain the fact that there's not much information available.

However, consultation of such brochures doesn't generally represent, for the consumer, a complex operation. The brochures contain many attractive sentences, images, colours, most of which are conceived to attract the attention of the consumer – making the product desirable instead of providing explanatory information. There are a few sentences and short paragraphs, not a lot of text, but a lot of sidebars and tables that help to find the monthly fees of a service and usage limits to comply with quickly. The terms used are generally easy to understand, except, of course, for certain expressions that are proper to wireless services and which the consumer will have to learn to understand the information presented<sup>75</sup>. Some terms used seem, however, not well chosen. The use of the term "boring legal stuff" doesn't seem to encourage the consumer to consult certain sections in small prints in which there is a lot of important information on the services offered.

In fact, things get worse when the reader wants specific information, in particular, some of the rates applicable or specific terms and conditions of service. Many brochures contain a very long section of legal provisions (see Appendix E *Lexicon of the present report*), in a location or a font that is not necessarily encouraging to being read. An important part of this information usually deals with the operation, pricing or terms and conditions related to the usage of Internet on a mobile device. Later we will return to these questions and will formulate comments on the general accessibility of information, by subject.

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<sup>75</sup> Let's think, in particular, of using the term "data" to discuss mobile Internet access on cellular phones. The concepts inked to roaming can necessitate a form of learning for newbies, and the sales arguments linked to network speed (3G, 4G, LTE, Etc.) need to be numbered. A few expressions used to qualify certain options don't necessary describe the service offered: as an example, what could a "Blackberry unlimited Messenger" option consist of?

Of course, these brochures mix summary information and sales arguments. None of the brochures we consulted presented a neutral tone. Several expressions and wordings that hint at advertising were clearly visible on wireless services in general<sup>76</sup>. As for the quality of popularization, in the sense that we used it in the framework of our study, when we find efforts to explain, these are somewhat limited and are often confined to an impersonal “legal” aspect section. In other words, the information presented is brief and descriptive and doesn’t have any detailed explanation; the brief advice offered is generally superficial. Texts are also filled with sales arguments.

### **3.4.2 Internet sites: more comprehensive information, but less accessible**

Since brochures may redirect a reader to a provider’s Web site for more information, and since the constraints of space for information offered online are not as restrictive, we could suppose that by using Internet sites, companies were permitted to make more complete and accessible information available. Unfortunately, such is not the case.

The information on using mobile Internet is variably clear and understandable from one provider to the other. Pages of explanation on options and data plans don’t generally include information on the operation of mobile data. What usually is indicated are: the monthly price, usage limits, price of exceeding data (with variable visibility), and some fragmented information about a consumer’s mobile data usage. In a few words, despite the ever-growing importance that service has in the use of mobile devices, the information on mobile data is sometimes as little detailed as the one available for other optional services included in the plan (text messages or long distance call, for example.)

In general, when a consumer is looking for more detailed explanation on the use and operation of mobile Internet, he/she will often find them in a section like “Help” or “Support”. In these support sections, the visibility of subsections on mobile data is somewhat diverse from one provider to the other. Some dedicate a specific section to mobile Internet or export the subject in certain titles, whereas for others, we have to try and quickly find the information we are looking for with key words. Of course, the basic information about mobile data, more specifically, the fact that the data are activated by default and that the apps can automatically use the data transfer for certain operations is generally confined to the “Help” sections if they are at all available.

It would be wrong to pretend that the information offered on providers’ Internet sites is more comprehensive than the information provided via brochures. There’s no doubt that the information is more detailed. One of the problems that seemed important is the way the information is displayed. This has a huge impact on its accessibility. In fact, the possibilities and the means used to hide and minimize, on an Internet site, the visibility of certain important information is almost infinite. Providers’ sites, as different as they may be from one another, display the information in varied ways, which doesn’t always make the information clearer and more accessible on a given site rather than another one. Often, a consumer who wants more information on the operation of mobile Internet pricing will have to meticulously read every Web

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<sup>76</sup> In Virgin’s brochure, we noted the following expressions: “extraordinary phones and network”, “forfaits bien remplis”, “award winning member service”. In Bell’s brochure: “Bell is presently deploying its new 4G LTE network, the most evolved mobile technology in the world”, “exclusive popular devices”, “captivating content”, “the widest Wi-Fi network in the country”. In the Telus brochure: “Telus listened to you and now offers a simplified choice of plans corresponding perfectly to your device”. Numerous other examples for each provider could have been quoted.

page at his/her disposal. Here are some general findings we noted on sites that are not distinguished from the providers' individual sites.

- The information is distributed under various tabs, sections and subsections (and sometimes “sub, sub-sections” etc.), which doesn't not provide quick access to all the necessary information to properly understand a plan's pricing. At times, some pages are so long and have so much content on various services that information can be conflicting;
- The presence and use of internal links are diverse: if they can be used to maximize access to some important information, it seems difficult to ensure at times balance in their use; the consumer will not necessarily want to read several pages at the same time to obtain the information he/she is looking for, nor the multiplicity of information on the same page to obtain information he/she is researching. The overload of information on the same page could lead him/her not to consult all internal and relevant links;
- A few providers make efforts to duplicate the places where explanations may be found on mobile data or the links to this information. Data calculators, for example, are often publicized on more than one page. Is this the most useful information to be duplicated on mobile Internet<sup>77</sup>?
- The majority of Web sites studied use multiple references to footnotes (legal notice) which are displayed in a tiny font, including some important information about data. Often, additional information is displayed only after clicking on a small and discrete icon. In short, information related to the use of data simply seems to be hidden, which does not allow them to be found easily;
- In the same vein, a single page frequently contains several sections for which it is possible to display additional information, unless a user clicks on the title or relevant icon. When a new section of additional information is displayed, the last section consulted collapsed automatically, which can make consultation of any information on a same page rather difficult;
- Certain conditions of use or legal notices are available on a separate page (sometimes in PDF format), for which a user will have to be inventive and find a solution to maximize the display, either for printing or for enlargement of the page. In all cases, the steps required to have access to the information could discourage more than one user;
- In most cases, a user looking for more complete information will need to consult more than the pages explaining the data plans; most of the time he/she will have to resort to the “Help” and “Support” sections if he/she wants to understand the operation of mobile data, sections that a consumer will not necessarily think of consulting before purchasing a smart phone and/or subscribing to a data option.

Regarding popularization efforts, we note that the more detailed information is often more accessible and is not as clear for ordinary people. For example, the more detailed explanation on operation of data plans (related to the functioning of flexible plans and the application of excess charges, for example) are sometimes short and difficult, even impossible to understand. The information on roaming fees is sometimes so cryptic that it must be very difficult for many consumers to understand the details related to the operation the information is supposed to communicate.

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<sup>77</sup> Here, of course, we discuss the usefulness for the consumer. We can easily understand the interest that a merchant may find in multiplying the access to a tool that is used to evaluate the needs and display all uses a consumer may benefit from in accessing mobile Internet.

Briefly, pages describing data plans or options are rarely detailed. In addition, the comprehensiveness of information located in the help sections (when that section is relevant) varies considerably from one site to another. In fact, a provider's desire to sell a service to a customer seems to influence its capacity to offer neutral and complete information. Responses that should lead to more detailed explanations on the operation of mobile Internet seem to be more focused on sales arguments, unfortunately.

Our study on the information offered by providers brings us to the conclusion that a consumer who wishes to really understand the functioning of mobile data, usage limits and ways to generate them can't only count on written documentation from providers.

### **3.4.3 Summary of the results grouped by subjects**

To use our general findings and the reasons why we came to our earlier conclusion, we now present our analysis which we have subdivided according to the subjects we paid particular attention too. Our analysis will be accompanied by pictures to make understanding easier.

#### **A) INFORMATION ON DATA PAID ON CONSUMPTION**

As explained earlier, service providers offer consumers certain tools that should help target the level of mobile data consumption they should need. We refer to consumption scenarios and to data calculators. If all providers promote data calculators to help users evaluate their needs, consumption scenarios are not used systematically.

##### ***j) Consumption scenario***

It is possible that the consumption scenarios<sup>78</sup> would be used less, since tools are extremely approximate. In fact, they are not necessarily representative of the real use by consumers which cannot perfectly correspond to the uses presented. In fact, the limited number of scenarios presented doesn't help guarantee the precision of the tools. In addition, the consumers cannot and don't evaluate their data need with the precision of a machine.

We note, finally, the variable degree of data precision presented in each text table: some just show the quantity of megabytes necessary to use certain functions, whereas others suggest various plans according to the example proposed, without necessarily giving indications on the quantity of used data according to the users. Of course, providers are also free to use diverse values for each of the uses proposed. In the examples below, Vidéotron uses a value of about 20 kilobytes for every open email, whereas Telus calculates only four. For streaming video, Vidéotron calculates 3.5 megabyte for one minute of viewing, whereas Telus calculates a little more than two megabytes only. It is impossible to compare this with Bell, which presents several uses for each consumption scenario without clarifying the values employed to make the calculation, indicating in a cryptic fashion that the photo format, text email and Web pages vary greatly.

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<sup>78</sup> We include tools in this category qualified as "examples of use" and "consumption tables" since they have roughly the same purpose.

In all cases, since there are little or no additional precisions on the devices used (Apple, Android, Blackberry) and the types of files intended (do Web pages for which the values are estimated have only text or also a lot of images?). What is the level and format of compression of movie or music files considered<sup>79</sup>? it is impossible to tell which of the presented tools is the more precise. These scenarios seem to be based on very abstract values that don't apply easily to consumers' concrete uses. Furthermore, warnings indicating that these values are not approximate are not displayed in a discreet way.

Here are the three examples from our data collection.

**Figure 15**  
**Consumption scenarios : Vidéotron<sup>80</sup>**

### EXEMPLE D'UTILISATION MENSUELLE

Selon un bloc de données de 500 Mo sur appareil Android

	 COURRIELS (TEXTE)	 MESSAGES INSTANTANÉS	 PAGES WEB	 MINUTES DE VIDÉO EN CONTINU	 APPLICATIONS	 CHANSONS
Par jour	15 = 0,3 Mo	50 = 1 Mo	25 = 4,25 Mo	3 min = 10,5 Mo	1 (aux 6 jours) = 5,5 Mo	1 (aux 3 jours) = 4 Mo
Par mois	450 = 9 Mo	1 250 = 25 Mo	420 = 71,4 Mo	90 min = 315 Mo	5 = 27,5 Mo	10 = 40 Mo
En moyenne	1 courriel = 0,02 Mo	1 message instantané = 0,02 Mo	1 page Web = 0,17 Mo	1 min = 3,5 Mo	1 application = 5,5 Mo	1 chanson = 4 Mo

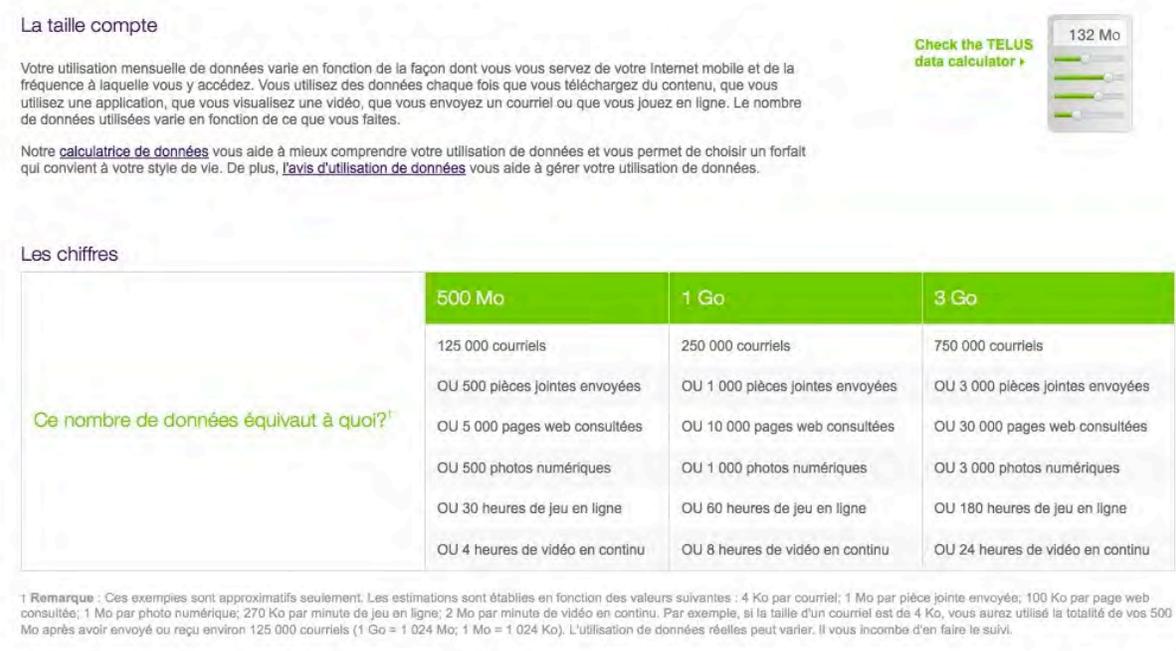
L'utilisation excédentaire est facturée selon le bloc de données choisi. Pour un bloc de 200 Mo, l'utilisation excédentaire est facturée 0,10 \$ par Mo additionnel (1 Mo = 1024 Ko). Pour les blocs de 500 Mo et plus, l'utilisation excédentaire est facturée 0,05 \$ par Mo additionnel. Le montant est arrondi au cent supérieur. Des frais de transmission en itinérance peuvent s'appliquer. Reportez-vous à la section [Services payables à utilisation](#) pour en savoir plus.

Pour mieux évaluer vos besoins en données, consultez l'[Estimateur de données mobiles](#).

<sup>79</sup> The Telus' Web site where a data calculator is displayed (as at May 29, 2013), indicates that the size of a Web page, for example, weights 0.17 kilobyte. However, we noticed that, that the Telus Web page in itself weighted more than 1.4 octet. The same calculator indicates that the downloading of a song is the equivalent of 4 megabytes. However, a four-minute music file compressed in mp3 weighting 320 bits/s, for example, may represent close to 10 Mo; in flac: more than 30 Mo. If a one-minute streaming video on YouTube may correspond to 3.5 Mo with a 360p definition – which corresponds to the Vidéotron scenario, but represents close to twice the scenario from Telus – it may represent more than 15 Mo in HD (1080p). So, the estimates given by providers are based on the values that are not necessarily representative of all possible uses, and the estimates are generally more optimistic than realistic.

<sup>80</sup> Screenshot from the Vidéotron Web site, September 27, 2012.

**Figure 16**  
**Consumption table: Telus<sup>81</sup>**



<sup>81</sup> Screen capture from the Telus Web site, on October 23.

**Figure 17**  
**Consumption scenarios: Bell<sup>82</sup>**

The screenshot displays the Bell Canada website's mobile data usage section. At the top, there is a navigation bar with the Bell logo, 'Magasiner', and icons for 'Mobilité', 'Télé', 'Internet', 'Téléphone', and 'Forfaits'. Below this is a search bar and a 'Ouvrir une session' link. The main content area is titled 'Utilisation de données' and features a banner with a man looking at his phone and the text 'Trouvez le forfait de données qui vous convient.' Below the banner, there are two tabs: 'Supertéléphones et téléphones intelligents' and 'Téléphones intelligents BlackBerry'. A section titled 'Besoin d'aide pour choisir votre forfait de données?' provides guidance on choosing a plan based on daily usage. This is followed by a 'Exemples d'utilisation quotidienne de données' section with four columns of usage examples: publishing photos on Facebook, downloading applications, watching YouTube, and viewing web pages. A 'Forfaits suggérés' section lists four plan options with their respective features and data allowances. At the bottom, there is a footer with contact information and social media links.

**Utilisation de données**

Trouvez le forfait de données qui vous convient.

**Besoin d'aide pour choisir votre forfait de données?**

Nous pouvons vous aider à déterminer vos besoins en matière de données. Le tableau ci-dessous vous aidera à choisir un forfait ou une option de données en fonction de votre utilisation de données quotidienne.

**Exemples d'utilisation quotidienne de données**

Publier <1 photo par jour sur Facebook (3 photos par semaine)	Publier 2 photos par jour sur Facebook	Publier 4 photos par jour sur Facebook	Publier 12 photos par jour sur Facebook
Télécharger <1 application par jour	Télécharger 1 application par jour	Télécharger 3 applications par jour	Télécharger 9 applications par jour
Visionner <1 minute par jour sur YouTube (3,3 minutes par semaine)	Visionner 2 minutes par jour sur YouTube par jour	Visionner 4 minutes par jour sur YouTube par jour	Visionner 14 minutes par jour sur YouTube par jour
Voir 4 pages Web par jour	Voir 20 pages Web par jour	Voir 40 pages Web par jour	Voir 125 pages Web par jour
Envoyer 15 courriels (texte seulement) par jour	Envoyer 75 courriels (texte seulement) par jour	Envoyer 150 courriels (texte seulement) par jour	Envoyer 450 courriels (texte seulement) par jour

**Forfaits suggérés**

<b>Voix et données de base - 43</b> Ou ajoutez l'une des options suivantes à votre forfait Voix: • 100 Mo de données • Option de données flexible	<b>Voix et données - 53</b> Comprend 500 Mo de données Ou ajoutez l'une des options suivantes à votre forfait Voix: • 500 Mo de données • 500 Mo de courriels et Internet partout en Amérique du Nord	<b>Voix et données - 63</b> Comprend 1 Go de données	<b>Voix et données - 83</b> Comprend 3 Go de données
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\* 1 Mo = 1 024 Ko; 1 Go = 1 024 Mo. L'utilisation de données varie selon l'appareil; les exemples ci-dessus sont approximatifs. Le format des photos, courriels texte et pages Web varie grandement.

<sup>82</sup> Screenshot on November 4, 2012 on Bell's Web site.

N.B.: An inappropriate displaying window didn't allow us to capture the whole table without the information being partly hidden by the intruder.

**ii) Data calculator**

Some consumers may logically be more attracted by data calculators which allow personalization of the data displayed according to their needs.

First, let's state that, without necessarily being false, the information offered via data calculators may be confusing. In fact, that type of tool allows the consumer, however, to realize that some uses are more demanding when it comes to bandwidth than others, but it remains that this type of tool is far from being precise, for several reasons.

First, all uses are not necessarily taken into account by these calculators. In addition, the level of personalization of uses displayed is somewhat diverse, but it doesn't generally allow for consideration all resolutions, possible quality or size of audio or video file, and there's no indication that the tools take into account involuntary accesses to mobile Internet, i.e. the background data consumption by apps or functions. Furthermore, calculators don't usually take into account the type of cellular network used, which can nevertheless have an influence on the bandwidth used (devices connected to a 4G network will be more demanding than 3G devices, for example.)

We also note that all data calculators don't take into account the operating system<sup>83</sup>, which can also have an influence on the quantity of data used. However, we may consider, when comparing calculators from Rogers and Telus, that values used by the provider for each of the uses, seem generally more uniform than those used for the consumption scenarios mentioned above (it may, however, be difficult to access the values used by certain providers, whereas certain display them in a visible way). This uniformity, even if it allows easy comparisons, is not necessarily exact or applicable to all devices in all situations. Once again, we see statements stating that the calculators provide rough information are not systematically displayed and when they are, they are not done discreetly.

As an indication of this, we show further on some examples of Canadian data calculators plus a calculator offered by an American company that seems to out-perform the level of precision of some calculators we examined. Of course, even if the optimal precision level regarding various possible uses, our revision of literature has demonstrated that there is no totally reliable way to evaluate the data consumption of a device, since there are multiple factors to be taken into consideration.

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<sup>83</sup> Certain providers will, however, differentiate different software.

Figure 18  
Data calculator: Telus<sup>84</sup>

Donnez le feu rose<sup>SM</sup>. Montrez votre appui sur Facebook et aidez TELUS à remettre un don de 20 000 \$ à la Fondation du cancer du sein du Québec. >

TELUS English Région: ON Mobilité affaires Trouver un détaillant S'inscrire Ouvrir une session Panier: vide

Accueil Téléphones Tablettes **Internet mobile** Forfaits Options Soutien Voir Compte Recherche

À propos d'Internet mobile Comprendre nos appareils Clés Internet Point d'accès mobile Terminal intelligent

OFFRES EN VEDETTE Ne ratez pas cette chance! Magasiner maintenant > Restez connecté : Facebook Twitter YouTube Google+

Calculateur de données TELUS Client actuel de TELUS? Ouvrez une session dans votre compte pour connaître votre utilisation réelle.

Forfaits flexibles **Calculateur de données** Suivi de l'utilisation FAQ

Suivez ces trois étapes faciles pour démarrer :

1. Sélectionnez votre appareil à gauche.
2. Utilisez les barres de défilement situées en-dessous pour déterminer votre utilisation estimée.
3. Consultez les forfaits qui vous sont recommandés.

Tél. intelligents / Tél. mobile BlackBerry® Clé Internet mobile

Activité

Déterminez votre utilisation de données en déplaçant les curseurs de façon à obtenir le niveau d'utilisation souhaité.

Activité	Par utilisation	Utilisation estimée
Page web	0 pages web	0 Mo
Courriel	0 courriels	0 Mo
Vidéo en continu	0 minutes	0 Mo
Message instantané	0 Ml	0 Mo
Application ou jeu	0 applications et jeux	0 Mo

Total: 0 Mo

Visualisez les forfaits disponibles

Cliquez ci-dessous pour un aperçu des forfaits et pour calculer votre usage de données :

- Forfait Flex+, fonctions illimitées comme les appels nationaux avec la famille, les appels locaux en soirée et le week-end et bien plus. [Voir les forfaits Promo](#)
- Ajoutez un forfait de données flexibles à votre forfait voix SimplicitéMC et profitez de services comme le courriel personnel, la messagerie instantanée, l'accès au web, etc. [Voir les options de données flexibles](#)
- TELUS offre des forfaits de données flexibles sans traces pour vos appareils mobiles. [Voir les forfaits Internet mobile](#)

Vous êtes ici: Accueil Internet mobile **Guide des données** Calculateur de données TELUS

Téléphones Clés Internet mobile Guide sur la transmission de données Couverture

Forfaits Forfaits Internet haute vitesse mobile

Internet Mobile Forfait Haute vitesse mobile flexible

Options

Offres promotionnelles

Soutien

Apportez des modifications à votre appareil  
Ouvrez une session dans votre compte pour apporter des modifications à votre appareil actuel.  
[Entrée](#)

À propos de TELUS Nous joindre Modalités Carrières Passez à TELUS Achats en ligne? Mettre votre appareil en service Envoyez un message

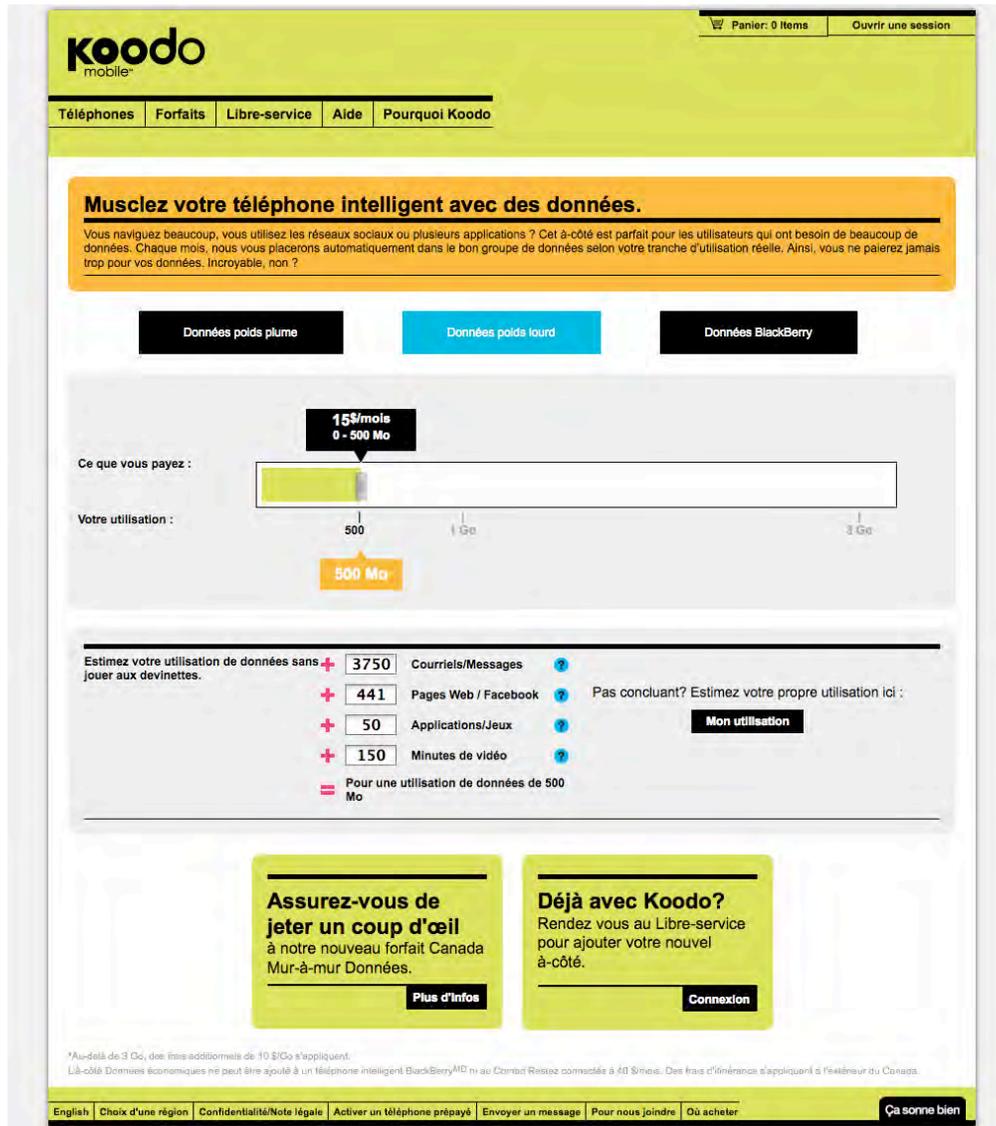
English 中文 Dansk Politique de vie privée Centre de services adaptés Avis juridiques Portails telusquebec.com Votre avis?

<sup>84</sup> Screenshot from Telus' Web site, October 23, 2012.

**Figure 19**  
**Data calculator: Rogers<sup>85</sup>**

<sup>85</sup> Screenshot from Rogers' Web site, October 28, 2012.

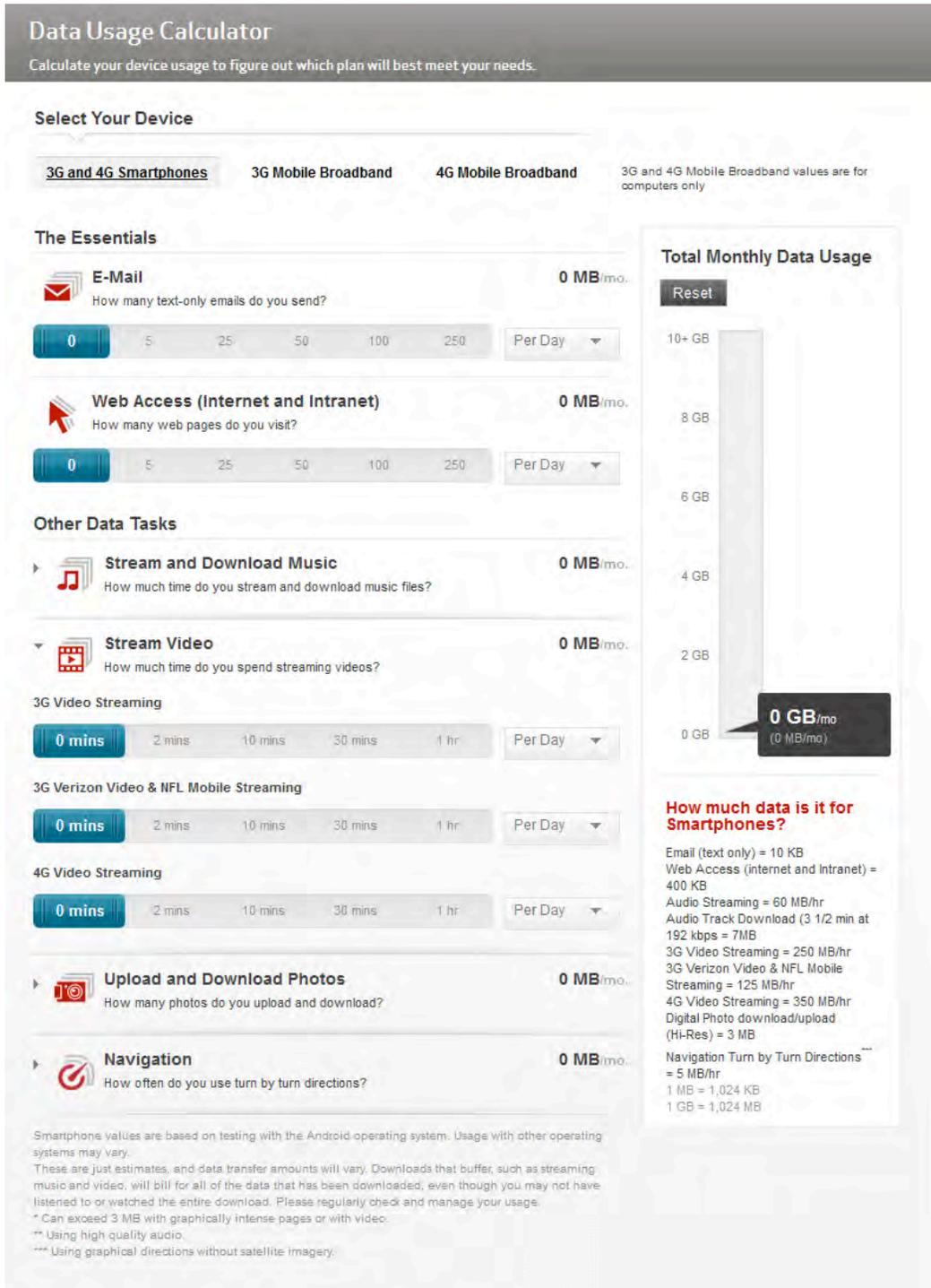
Figure 20  
Data calculator: Koodo<sup>86</sup>



And, the American example, which is more precise for every use and every network, but always uses data that may not apply precisely to individual cases, since there's no differentiation with regard to operating systems in this specific case. Furthermore, it is interesting to see that the estimates from various providers do not necessary conflict. They are, however, all different with respect to the size of emails, Web pages, streaming video, etc. For example, for video, the estimate presented by Rogers is twice as less demanding than the lower value from Verizon, but Rogers represents a higher value for emails than the American provider.

<sup>86</sup> Screenshot from Kudoo's Web site, October 28, 2012.

**Figure 21**  
**Data calculator: Verizon<sup>87</sup>**



<sup>87</sup> Screenshot from Verizon's Web site, May 9, 2013.

## B) PRICING INFORMATION

### *j) Price for the use of mobile Internet outside a plan*

The price of data paid on consumption is not always clearly indicated or mentioned in the brochures and on providers' Web sites. Of course, one must consider that, for certain types of services, it is not possible for consumers to be billed according to (they will rather be billed for a flexible data option or in some cases, they simply won't have access to mobile Internet if they don't have a plan), which can justify this fact, in some cases. That justification can't, however, apply to all the pages we examined. The usage price of mobile Internet without a plan or data option is sometimes indicated in the sections that list all the services paid on consumption, sometimes on the pages where prices for plans are listed, sometimes in the small print sections on the bottom of the pages, sometimes in more or less visible sidebars; it is, at times, totally impossible to see or find, on the providers' Web pages, the amount of fees or the precise terms and conditions of pricing.

For example, below are two examples of Web pages, the first one (Koodo) allows find a basic price to be found quickly (even though we don't know, if by only reading that page, the prices that apply beyond the use of five megabytes) and the other (Fido) where the customer is redirected to a very long footnote that doesn't give any information on the bandwidth fees for the use of mobile Internet outside a plan (roaming fees excluded)<sup>88</sup>. We have circled some passages in red to indicate the presence (or not) of information on mobile data payable on consumption.

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<sup>88</sup> Screenshot made on October 31, 2012 on Fido's Web site, under the "Plans" tag, in a subsection that lists certain conditions of service. The sidebar circled in red relates to Note 3 where their reference is made. However, we find that the only reference that certain fees, in particular, the ones for "data transmission" are not included and are billed on a monthly basis, in addition to a vague mention on roaming fees in the United States.

Figure 22  
Price for the use of mobile Internet outside a plan: Koodo<sup>89</sup>

The screenshot shows the Koodo mobile website interface. At the top, there is a navigation bar with the Koodo logo and links for 'Panier : 0 Items' and 'Ouvrir une session'. Below this is a menu with categories like 'Téléphones', 'Forfaits', 'Libre-service', 'Aide', and 'Pourquoi Koodo'. The main content area is titled 'Forfaits' and features two main sections: 'FORFAITS PROMO. CANADA MUR-À-MUR AVEC DONNÉES' and 'FORFAITS CANADA MUR-À-MUR'. To the right, there is a 'Créer votre forfait' section with radio buttons for 'Téléphones', 'Forfaits', and 'Accessoires'. Below that is a 'Tarifs fixes' table listing various services and their costs. At the bottom, there is a note about provincial government fees for international service.

**FORFAITS PROMO. CANADA MUR-À-MUR AVEC DONNÉES**

Frais mensuels	30\$	45\$	60\$
Minutes partout au Canada	Jusqu'à 75	Jusqu'à 150	ILLIMITÉES
Données <sup>8</sup>	Jusqu'à 100 Mo	Jusqu'à 250 Mo	Jusqu'à 1 Go
Week-ends et soirs illimité <sup>1</sup>	19 h	17 h	ILLIMITÉES
Messagerie texte et photo illimitée (textos internationaux inclus) <sup>4</sup>	○	○	○
Appels entrants illimités	○	○	○
Appels partout au Canada et appels avec la famille partout au Canada <sup>6</sup>	○	○	○
Afficheur, boîte vocale, appels en attente et conférence téléphonique <sup>3</sup>	○	○	○

Aucuns frais d'interurbain ou d'itinérance partout au Canada  
\*L'offre se termine le 22 novembre, 2012.

**FORFAITS CANADA MUR-À-MUR**

Frais mensuels	20\$	25\$	30\$	40\$	50\$
Minutes en tout temps	JUSQU'À 50	JUSQU'À 100	JUSQU'À 150	JUSQU'À 250	ILLIMITÉES
week-ends et soirs illimité <sup>1</sup>		19 h	17 h	17 h	illimités

**Créer votre forfait**

- Téléphones Choisir un téléphone
- Forfaits Choisir un forfait
- Accessoires Choisir des accessoires

Passer à la caisse Aucun articles dans le panier

**Tarifs fixes**

Cyber Facture	Gratuite
Activation en magasin <sup>9</sup>	Gratuite
Facture papier	2\$/mois
Messages texte entrants	Gratuits
Envoi de messages texte	20¢/texto
Messages photo	50¢/photo
Minutes supplémentaires	45¢/min
Appels interurbains du Canada aux É.-U.	45¢/min
<b>Jusqu'à 5 Mo de données</b>	<b>3\$/Mo</b>
Messages texte aux É.-U. (entrants et sortants)	60¢/texto
Itinérance aux É.-U.	1,50\$/min
Itinérance aux É.-U. (pour données)	5\$/Mo
Assistance-annuaire (411)	2,50 \$/appel, plus temps d'attente

Consultez les frais en vigueur à l'étranger.

Les frais mensuels des gouvernements provinciaux pour l'accès au service 311 s'appliquent : Saskatchewan (62¢), Québec (40¢), Nouvelle-Écosse (43¢), Île-du-Prince-Édouard (70¢) et Nouveau-Brunswick (53¢)

<sup>89</sup> Screenshot made on October 28, 2012 from the mobile Koodo Web site under the "Plans" tab.

Figure 23  
Price for the use of mobile Internet outside a plan: Fido<sup>90</sup>

The screenshot shows the Fido website's 'Forfaits' (Plans) section. At the top, there are navigation tabs for 'Magasinez', 'Soutien', and 'Mon Compte'. Below this, there are sub-tabs for 'Forfaits', 'Prépayé', 'Cartes SIM', 'Accessoires', and 'Options'. The main heading is 'Forfaits standards Textos et appels'. A banner below the heading says 'Parlez et textez au prix qui vous convient.' and lists included services: 'Appel en attente, Appel conférence, Textos entrants illimités, Cercle d'appels et autres frais d'accès au réseau.' Below this is a table of four plans: 20¢, 25¢, 30¢, and 35¢. The 35¢ plan is highlighted as 'Meilleur' (Best). A red box highlights the 'Données' (Data) row in the table. Below the table, there is a call to action: 'Activer un forfait dès maintenant' with a phone number '1-866-302-3436' and a 'TROUVER UN MAGASIN' button. At the bottom, there is a small dog image and a 'NETOUR' button. The footer contains contact information and social media links.

Forfait	20¢	25¢	30¢	35¢
Frais mensuels	20¢	25¢	30¢	35¢
Textos entrants <sup>1</sup>	Illimités	Illimités	Illimités	Illimités
Textos sortants <sup>1</sup> Du Canada vers un numéro sans-fil canadien	Illimités	Illimités	Illimités	Illimités
Textos sortants internationaux <sup>1</sup> Du Canada vers un numéro de sans-fil américain ou international	—	—	Illimités	Illimités
Minute en tout temps <sup>1</sup>	50	150	200	Illimités dans la zone
Appels entrants <sup>1</sup>	—	—	Illimités	Illimités dans la zone
Soirs et week-ends <sup>1</sup> Soirs en semaine de 17 h à 7 h et du vendredi 17 h au lundi 7 h	—	Illimités	Illimités	Illimités dans la zone
Interurbains partout au Canada	—	—	—	—
Données <sup>1</sup> Navigation sans fil, courriel et autres applications	—	—	—	—

**Données<sup>1</sup>**  
Navigation sans fil, courriel et autres applications

**Activer un forfait dès maintenant**  
Appellez le **1-866-302-3436** ou **TROUVER UN MAGASIN**

Des frais mensuels de 2 \$ pour une facture papier s'appliquent à moins que vous ne souscriviez à la **Navigation en ligne** sur fido.ca.

**1. Comprend les messages envoyés du Canada vers une adresse courriel ou un numéro de sans-fil canadien ou international. Messages entrants et sortants à l'identification adossée (paiement, messages liés au contenu et aux promotions) et messages envoyés en itinérance ne sont pas inclus et sont facturés aux tarifs en vigueur.**

**2. Les frais de transmission de données de 3 \$/Go s'appliquent en itinérance (1 \$/Go sur Fido) ainsi qu'un forfait sortants ou 1 \$/Go avec un forfait sortants ou un forfait comprenant des données.**

**3. Frais de récupération des économies réalisées sur l'appareil (FREAA) s'appliquent à tous les abonnés ayant obtenu un bénéfice économique (comme défini ci-dessous) à la signature d'une entente de service à durée déterminée (Entente Fido) si, pour quelque raison que ce soit, votre service ou votre nouveau abonnement à durée déterminée est annulé avant la fin de votre Entente Fido. Les FREAA correspondent au bénéfice économique (qui peut être une remise, un rabais ou un autre avantage accordé sur le prix de l'équipement, tel qu'il est indiqué dans votre entente de service (bénéfice économique)), moins le produit obtenu en multipliant ce bénéfice économique par la fraction que constitue le nombre de mois écoulés à votre Entente Fido par rapport au nombre total de mois de l'Entente Fido (taux exigibles en sus). En d'autres mots: FREAA = bénéfice économique × [bénéfice économique ÷ nombre de mois écoulés à votre Entente Fido] × nombre total de mois de votre Entente Fido] = taxes exigibles. Des frais de récupération des économies additionnelles réalisées sur l'appareil (FREAA) s'appliquent également si, pour quelque raison que ce soit, l'option de transmission de données ou votre engagement pour l'option de transmission de données est annulé avant la fin de votre période d'engagement pour l'option de transmission de données. Les FREAA correspondent au bénéfice économique additionnel lié à l'option de transmission de données, moins le produit obtenu en multipliant le bénéfice économique par la fraction que constitue le nombre de mois écoulés à votre période d'engagement pour l'option de transmission de données par rapport au nombre total de mois de votre période d'engagement pour l'option de transmission de données (taux exigibles en sus), et s'appliquent en plus des FREAA à la réalisation de votre entente de service. Si vous êtes abonné à un forfait combinant des services voix et données, les FREAA et les FREAA s'appliquent jusqu'à concurrence du bénéfice économique total.**

**Frais d'annulation de service (applicables aux clients avec abonnement à durée déterminée uniquement pour les nouveaux abonnés souscrits à partir du 22 janvier 2012)**  
Ne s'applique pas aux résidents du Québec et du Manitoba : Des frais d'annulation de service de 12,50 \$ par ligne s'appliquent si, pour quelque raison que ce soit, votre service est annulé avant la fin de votre Entente Fido. Ces frais s'ajoutent aux FREAA ou aux FREAA et FREAA.

**S'applique uniquement aux résidents du Québec et du Manitoba :** Si votre service est annulé avant la fin de votre Entente Fido et qu'aucun bénéfice économique n'est indiqué dans votre entente de service, des frais d'annulation de service vous seront facturés. Les frais d'annulation de service constituent le montant exigible en vertu des lois provinciales, correspondant au montant le moins élevé de ces deux éventualités : 30 \$ ou 10 % des frais de service mensuels relatifs aux services incluses avec une Entente Fido ou une période d'abonnement pour l'option de transmission de données, selon le cas, pour les services qui n'ont pas été fournis à la date de résiliation (taux exigibles en sus).

**Frais de résiliation anticipée (applicables à tous les abonnés souscrits avant le 22 janvier 2012)**  
Des frais de résiliation anticipée et (ou) des frais de résiliation anticipée pour le service de transmission de données seront calculés et facturés comme il est indiqué dans l'entente de service que vous avez reçue au moment où vous avez souscrit l'abonnement.

Pour les détails sur les frais d'urgence 9-1-1, consultez fido.ca/911. Sous réserve des **Mobilites de service** et de la **Politique d'annulation acceptable** de Fido.

<sup>90</sup> Op. cit., note 88.

**ii) *Prices of data after exceeding the usage limit***

In general, the use of mobile Internet after exceeding usage limit generates additional fees proportional to the quantity of bandwidth used after such an excess. It is difficult to detect a trend on how the information is presented. Information is sometimes mentioned in a somewhat visible way on the pages, in sidebars used to describe the inclusions to the plans, but it also happens often that the information refers to an isolated footnote with other legal notices. This lack of coherence between various providers is visible in brochures as well as on Web sites. We may at times note that the exceeding usage fees are mentioned in a relatively systematic way; it's rather the location chosen to display this information that is extremely diverse and doesn't guarantee optimal accessibility. In the following figures, a first example where prices are shown in a table explaining the various plans (in a non-systematic fashion, in somewhat small print than the price and usage limit), and another one where exceeding the fees are indicated in several places on the page, according to the type of data option.

**Figure 24**  
**Prices of data after exceeding the usage limit<sup>91</sup>**

The screenshot shows the Rogers website's 'Forfaits individuels' page. It lists several mobile plans with their monthly prices and features. A red box highlights the '200 Mo' data usage limit for the 53.00\$/month plan, which is the plan where the price increases after exceeding the limit.

Plan Name	Price /month	Minutes	Internet	Additional Info
48,00\$	48,00\$	200 minutes	Accès illimité aux réseaux sociaux + Messagerie instantanée (iBB)	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>
45,00\$	45,00\$	200 minutes	100 Mo	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>
53,00\$	53,00\$	200 minutes	200 Mo	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>
63,00\$	63,00\$	200 minutes	1 Go	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>
63,00\$	63,00\$	200 minutes	1 Go	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>
63,00\$	63,00\$	200 minutes	1 Go	Appels ILLIMITÉS à partir de 18 h <sup>11</sup>

**Additional Information from Screenshot:**

- Plan 53,00\$ /month (LTE):** Usage Internet sans fil supplémentaire: frais de 10 \$ par 100 Mo<sup>12</sup>.
- Plan 63,00\$ /month (LTE):** Allocation supplémentaire de données: frais de 10 \$ par 1 Go<sup>12</sup>.
- Plan 63,00\$ /month (LTE):** Usage Internet sans fil supplémentaire: frais de 10 \$ par 1 Go<sup>12</sup>.

<sup>91</sup> Screenshot made on October 25 on Rogers' Web site, under the "Wireless" tab; subsection "Plans"; and "Individual plans" page.

**Figure 25**  
**Price for the use of mobile Internet outside a plan: Telus<sup>92</sup>**

(We have circled in red the information related to a data option and in green, prices of exceeding data for a flexible data option)

Donnez le feu rose<sup>®</sup>. Montrez votre appui sur Facebook et aidez TELUS à remettre un don de 20 000 \$ à la Fondation du cancer du sein du Québec.

English Région: ON Mobilité affaires Trouver un détaillant S'inscrire Ouvrir une session Panier vide

Accueil Téléphones Tablettes Internet mobile Forfaits Options Soutien Votre Compte

Options de données Messagerie Applications et divertissement Ensembles Services d'appel

OFFRES EN VEDETTE: Ne rater pas cette chance! Magasiner maintenant! Restez connecté: Facebook Twitter YouTube

### Options de données pour votre téléphone

Restez en contact partout et en tout temps sans vous soucier des frais de données excédentaires.

Nos forfaits de données flexibles s'ajustent automatiquement à votre utilisation manuelle pour vous aider à mieux gérer votre facture. Lorsque vous serez sur le point d'atteindre votre limite de données, TELUS vous enverra gratuitement un message texte pour vous en aviser. [Plus d'info](#)

Les options de données pour les téléphones intelligents BlackBerry® ne sont pas offertes en ligne, seulement dans les boutiques TELUS. Les options de données pour BlackBerry® sont offertes seulement avec les téléphones intelligents BlackBerry®. Pour en savoir plus sur l'achat d'options de données pour téléphones intelligents, visitez le [boutique TELUS](#) le plus près.

Détails des forfaits	Données de base flex 10 <sup>+</sup>	Options de données flexibles 35 <sup>+</sup>	BlackBerry® Social 10 <sup>+</sup>	BlackBerry® Courriel et M 15 <sup>+</sup>	Options de données 35	Options de données 60
Tarif mensuel	10 \$	35 \$	10 \$	15 \$	35 \$	60 \$
Messagerie texte (envoi et réception) <sup>2</sup>	—	—	Illimité	—	—	—
Réseautage social	Jusqu'à 100 Mo pour 10 \$	Jusqu'à 1 Go pour 35 \$	Utilisation illimitée de Facebook®, Twitter®, MySpace®, BlackBerry® Messenger® and Windows Live® Messenger	—	—	—
Messagerie instantanée <sup>3</sup>	Jusqu'à 250 Mo pour 20 \$	de 1 Go à 2 Go pour 45 \$	Illimité	Illimité	Jusqu'à 2 Go <sup>4</sup>	Jusqu'à 6 Go <sup>4</sup>
Courriel <sup>5</sup>	500 Mo et plus pour 30 \$ + 2 \$/Mo <sup>6</sup>	de 6 Go à 9 Go pour 90 \$	—	Illimité	—	—
Navigation Web	—	9 Go et plus pour 60 \$ + 2 \$/Mo <sup>6</sup>	—	—	—	—
Diffusion vidéo en continu <sup>7</sup>	—	—	—	—	—	—

[Ajouter au panier](#) [Ajouter au panier](#) [Ajouter au panier](#) [Trouver un détaillant](#) [Ajouter au panier](#) [Ajouter au panier](#)

Le panier doit contenir un appareil ou un forfait. Le panier doit contenir un appareil ou un forfait. Le panier doit contenir un appareil ou un forfait. Le panier doit contenir un appareil ou un forfait. Le panier doit contenir un appareil ou un forfait.

Remarque : Données de base flex 10<sup>+</sup> n'est pas offerte avec les BlackBerry®.

Ne s'applique pas au service privilégié.

Remarque: Les options de données ne peuvent pas être achetées en ligne pour les téléphones intelligents. Veuillez vous rendre dans une boutique TELUS pour obtenir plus de renseignements sur l'achat d'options de données pour un téléphone intelligent.

Remarque: Les options de données pour BlackBerry® sont offertes pour les téléphones intelligents BlackBerry® seulement.

<sup>1</sup> Message des services Privilage en avis. Des frais additionnels de 15¢ s'appliquent à chaque message texte ou pièce jointe envoyé à l'intérieur du Canada et des États-Unis. Des frais de 80¢ sont facturés pour chaque message texte envoyé ou reçu en itinérance internationale.

<sup>2</sup> Les messages envoyés par le service Message peuvent entraîner des frais de transmission de données.

<sup>3</sup> BlackBerry® Messenger fonctionne avec les téléphones intelligents BlackBerry® seulement.

<sup>4</sup> Téléphones intelligents BlackBerry® (avec BlackBerry® Internet Service seulement).

<sup>5</sup> Le service de diffusion vidéo en continu est offert pour certains appareils seulement dans les zones de couverture mobile haute vitesse et numéros 1X. Le service de diffusion vidéo en continu est offert à partir de certains sites mobiles. Visitez [telusonline.com](#) pour consulter la liste des sites actuellement pris en charge. Le service de diffusion vidéo en continu comprend également du contenu choisi du service Vidéo sur demande de TELUS. Le contenu privilégié sera facturé en sus de tout abonnement mensuel. Les clients seront avisés des frais additionnels au moment de sélectionner du contenu privilégié. Branchement comme modem non inclus.

<sup>6</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>7</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>8</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>9</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>10</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>11</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

<sup>12</sup> Le service ne comprend pas l'accès à Internet et l'utilisation des applications. Ce forfait est offert uniquement avec les téléphones intelligents BlackBerry®. Branchement comme modem non inclus.

Des frais de 5 \$/Mo s'appliquent à la transmission de données en itinérance aux États-Unis. Les frais qui s'appliquent à la transmission de données en itinérance au Canada et des États-Unis varient d'une zone à l'autre. Des frais de 1,50 \$/min s'appliquent à la transmission de la voix en itinérance aux États-Unis. Ces frais varient d'un pays à l'autre à l'intérieur du Canada et des États-Unis. Les tarifs peuvent être consultés à [telusonline.com/voilage](#).

Les tarifs peuvent être modifiés sans préavis. TELUS, le logo TELUS, et futur est simple, simplicité et télécommunication sont des marques de commerce utilisées avec l'autorisation de TELUS Corporation. BlackBerry, IBM, Research In Motion et autres marques de commerce, y compris le logo Research In Motion Limited et sont enregistrés ou utilisés aux États-Unis et dans d'autres pays. Facebook est une marque de commerce de Facebook, inc. Twitter est une marque de commerce de Twitter, inc. aux États-Unis et dans d'autres pays. Windows Live, Microsoft et le logo MSN sont des marques déposées ou des marques de commerce de Microsoft Corporation aux États-Unis ou dans d'autres pays. MySpace est une marque de commerce de News Corporation.

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Avia du sommeil de temps d'attente Le Plan de protection d'appareils

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<sup>92</sup> Screenshot made on Telus' Web, page on October 24, 2012. The notes in red relate to fixed data options and notes in green relate to flexible data options.

**iii) Pricing and functioning of flexible data plans**

As can be seen on the previous screenshot and as shown when we presented the “flexible” pricing of data options, some excess charges are also applicable to that type of service; showing these prices is subject to variable visibility, depending on the providers. Furthermore, it may occur that varied levels of fees are not easily accessible, in which case the consumer may only have access to the information which relates to the lower level. First, below, is an example of information related to flexible data plans which is complete, i.e., the information related to the functioning of pricing and data fees applicable at all times is displayed, but is spread out on the page in a somewhat difficult fashion.

**Figure 26**  
Information related to flexible data options<sup>93</sup>

**À-côtés**

Tous les à-côtés

Messagerie illimitée (texte et photo)	5\$/Mois	<input type="checkbox"/>
<b>Données poids lourd</b>	<b>15\$/Mois</b>	<input type="checkbox"/>

- À partir de 15\$/mois pour 500Mo
- Chaque mois, nous vous placerons automatiquement dans le bon groupe de données selon votre tranche d'utilisation réelle. Ainsi, vous ne paierez jamais trop pour vos données.
- Vous naviguez beaucoup, vous utilisez les réseaux sociaux ou plusieurs applications ? Cet à-côté est parfait pour les utilisateurs qui ont besoin de beaucoup de données.
- Trouvez votre poids de données dans notre [calculateur de données](#)
- 

**Restrictions:** Ne peut être ajouté à un forfait promo. Canada Mur-à-mur avec données.

Données poids plume	5\$/Mois	<input type="checkbox"/>
Interurbains économiques - Tarifs à partir de 5¢/min pour vos appels aux É.-U. et à l'étranger	2\$/Mois	<input type="checkbox"/>
Appels entrants illimités	10\$/Mois	<input type="checkbox"/>
Cinq essentiels (appels et messagerie illimités à 5 numéros n'importe où au pays)	10\$/Mois	<input type="checkbox"/>
Renvoi d'appels	3\$/Mois	<input type="checkbox"/>
Valeurs sûres BlackBerry	10\$/Mois	<input type="checkbox"/>
BlackBerry Social	10\$/Mois	<input type="checkbox"/>
BlackBerry Connecté (100 Mo)	15\$/Mois	<input type="checkbox"/>

**Créer votre forfait**

Téléphones	Choisissez un téléphone
Forfaits	Choisissez un forfait
Accessoires	Choisissez des accessoires

Passer à la caisse **Aucun articles dans le panier**

**Tarifs fixes**

Cyber Facture	Gratuite
Activation en magasin <sup>9</sup>	Gratuite
Facture papier	2\$/mois
Messages texte entrants	Gratuits
Envoi de messages texte	20¢/texte
Messages photo	50¢/photo
Minutes supplémentaires	45¢/min
Appels interurbains du Canada aux É.-U.	45¢/min
Jusqu'à 5 Mo de données	3\$/Mo
Messages texte aux É.-U. (entrants et sortants)	60¢/texte

<sup>93</sup> Excerpt from a screen shot made on Koodo's site on October 26, 2012 in the “Plans” section, “Monthly extra” subsection.

**Figure 27**  
**Information related to flexible data plans for computer tablets<sup>94</sup>**

**Forfait de données pour iPad de TELUS**

Connectez votre iPad au reste du monde où que vous soyez sur le réseau 4G de TELUS grâce à la microcarte SIM pour iPad de TELUS.

**Forfait de données flexibles pour tablette**

Votre utilisation de données sur votre tablette varie beaucoup? Notre forfait de données flexibles s'ajuste automatiquement chaque mois pour vous offrir le meilleur tarif mensuel en fonction de votre utilisation. Vous bénéficiez ainsi des frais occidentaux habituels.

Par exemple, si vous utilisez jusqu'à 10 Mo de données dans un mois, vous ne payerez que 5 \$.  
 Si vous utilisez 1 Go de données le mois suivant, le tarif mensuel sera automatiquement ajusté à 35 \$.

Offres du futur	Forfait de données flexibles pour tablette
SIM mensuel	5 \$
Données incluses <sup>1</sup> (en Canada)	Jusqu'à 10 Mo pour 5 \$ de 10 Mo à 100 Mo pour 10 \$ de 100 Mo à 500 Mo pour 20 \$ de 500 Mo à 5 Go <sup>2</sup> pour 35 \$
Données additionnelles <sup>3</sup>	+ 2 c/Mo
Tarif de transmission de données en itinérance aux E.-U. <sup>4</sup>	+ 0.54/cMo
Tarif de transmission de données en itinérance internationale <sup>5</sup>	Voir l'onglet Couverture et Déplacements

**Forfait de données pour iPad des Services prépayés**

Les forfaits de données pour iPad des Services prépayés de TELUS peuvent être mis en service directement à partir de votre iPad au moyen de votre carte de crédit. Il n'est donc plus nécessaire de signer d'un contrat à long terme.

La transmission de données est valide pour 30 jours à compter de la date de mise en service. Pour vous offrir une expérience sans souci, votre forfait de données prépayé se renouvellera automatiquement tous les 30 jours, sauf si vous le modifiez ou l'annulez avant le fin de la période en cours.

Prix du forfait (sous 48 30 jours)	10 \$	20 \$	35 \$
Données incluses (en Canada)	100 Mo	500 Mo	5 Go

Offerts avec le iPad de première génération, le iPad 2 et le nouveau iPad.

Les forfaits de données pour iPad sont destinés au Canada.

**Modèles du forfait de données pour iPad des Services prépayés**

- Obtenez une microcarte SIM pour iPad de TELUS dans un emplacement près de chez vous. [Trouver une boutique](#)
- Effectuez la mise en service de votre forfait de données prépayé à partir de votre iPad. [Plus de détails](#)
- Crérez votre compte au moyen de votre iPad. [Plus de détails](#)

**Questions fréquemment posées**

**Achetez un iPad**  
 Vous pouvez acheter un iPad dans une boutique Apple ou en ligne.  
[Trouver une boutique Apple](#)  
[Apple Store en ligne](#)

**Pourquoi choisir TELUS?**  
 Parce qu'en choisissant TELUS, vous bénéficiez d'une simplification simple et claire, des meilleurs appareils dernier cri, d'une expérience client exceptionnelle et du réseau le plus rapide au Canada.  
[Chez TELUS, le futur est simple](#)  
[Découvrez-le](#)

**Couverture**  
 TELUS offre une couverture internationale pour la transmission de la voix et des messages texte dans plus de 200 pays et facile aux courts et au Web dans plus de 100 pays.  
[Voyagez-vous? Vous serez l'itinérance](#)

**Microcarte SIM pour iPad**  
 Obtenez une microcarte SIM 16 Gb + Cellular pour votre iPad.

Service offert sur une base mensuelle seulement. Les données peuvent éventuellement être utilisées durant la période de 30 jours suivant la mise en service et ne peuvent pas être reportées au mois suivant. Votre forfait pour iPad au pour tablette se renouvellera automatiquement tous les 30 jours à moins que vous n'ajustiez le forfait ou que vous annuliez votre abonnement. 1 Les données incluses à l'intérieur du Canada ne sont pas déduites du total de données incluses mensuellement et sont facturées au tarif d'itinérance international. 20 l'abonnement comprend une carte SIM, le service d'activation est facturé à 1 \$ le minute. Les appareils intelligents fabriqués au Canada ne sont pas en E.U., sauf à l'achat et en Asie, sont facturés à 40 \$ le minute. Des frais additionnels pour les appels en itinérance à l'intérieur du Canada peuvent s'appliquer.

1 Les forfaits de 5 Gb et 10 Gb sont offerts à la transmission de données, en itinérance. Ne peut être utilisé à aucun autre fin de service que de voix. Le forfait de données flexibles est offert à un tarif mensuel de 5 \$.

2 Les forfaits de données flexibles de 10 Mo à 5 Go sont offerts à un tarif mensuel de 5 \$ à 35 \$ par forfait. 3 Le forfait de données flexibles de 10 Mo à 5 Go est offert à un tarif mensuel de 5 \$ à 35 \$ par forfait. 4 Le forfait de données flexibles de 10 Mo à 5 Go est offert à un tarif mensuel de 5 \$ à 35 \$ par forfait. 5 Le forfait de données flexibles de 10 Mo à 5 Go est offert à un tarif mensuel de 5 \$ à 35 \$ par forfait.

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Vous êtes ici: [Accueil](#) > [Forfaits](#) > Forfait de données pour iPad de TELUS

Téléphones Voix MMS

Forfaits Forfaits Promotionnels Simplicité Pro

Internet Mobile Internet mobile

Options Service prépayé

Offres promotionnelles

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[Ajouter](#)

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<sup>94</sup> Screenshot from Telus' Web site on October 23, in the "Plans" section, "Mobile Internet" subsection.

**iv) Pricing and functioning of prepaid data plans**

The prepaid data options are increasingly diversified and complex. The service offers and payment modes are highly diversified – direct debit on credit cards, for example, facilitates the renewal of monthly services. However, the attempts to understand the terms and conditions related to prepaid mobile Internet may be unsuccessful for some consumers. In fact, the context in which a service can be interrupted may vary from one provider to the other, just like the possible imposing of excess charges. Also, certain providers don't activate the Internet mobile access by default for customers using prepaid services. Besides, the terms and conditions of mobile Internet and prepaid access services, which change from one provider to another, are also subject to a very variable covering on their Web sites, which make them hard to understand.

In general, the information on the operation of these services is not comprehensive. Of course, when the information is accessible on the pages consulted, it is, most of the time, in sections which are less visible. Here is an example extracted from Rogers' terms and conditions reproduced textually since they're not visible:

*Un appareil compatible est requis. Comprend les messages texte envoyés à partir du Canada vers des numéros sans-fil situés à l'extérieur du Canada, dans plus de 200 pays et destinations. Les messages texte entrants et sortants à tarification additionnelle (alertes, messages reliés au contenu et aux promotions) ainsi que les messages sortants en itinérance ne sont pas inclus et sont facturés selon le tarif qui s'y applique. Les frais à l'utilisation courants s'appliquent si le solde inscrit au compte ne suffit pas à couvrir les frais mensuels exigibles pour le forfait prépayé et (ou) la trousse de messagerie. Les messages texte non utilisés viennent à expiration 30 jours après leur achat<sup>95</sup>. (our emphasis)*

Below, is an example in which, despite the publication of much information related to terms and conditions, it is not easy to understand how usage fees are applied. Of course, the objective here is not to search in parallel for the prepaid services, but to demonstrate that in a context where prepaid mobile Internet access services are also offered, the way the information is presented on that pricing mode adds complexity for the consumer who tries to understand the functioning and the inclusions to the wireless Internet plans and options.

---

<sup>95</sup> Drawn from 'Modality of services' downloaded from the Rogers website, October 25, 2012.

Figure 28  
Prepaid plans: Telus<sup>96</sup>

Donnez le feu rose<sup>TM</sup>. Montrez votre appui sur Facebook et aidez TELUS à remettre un don de 20 000 \$ à la Fondation du cancer du sein du Québec. +

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Accueil Téléphones Tablettes Internet mobile **Forfaits** Options Soutien Votre Compte Recherche

Forfaits Promo Forfaits Voix Options de données Internet mobile Prépayé Mike Simplicité Pro Déplacements

OFFRES EN VEDETTE Ne ratez pas cette chance! Magasiner maintenant Restez connecté: Facebook Twitter YouTube

## Forfaits prépayés

Aperçu Premiers pas Forfaits prépayés Options Gérez votre compte prépayé Réapprovisionnez votre compte prépayé mes Récompenses

Trouvez le forfait le mieux adapté à vos besoins.

Profitez d'un tarif d'appel local en tout temps de 20 ¢ en optant pour un forfait de 30 jours.

Services d'appel inclus:

- Messagerie vocale
- Afficheur
- Appel en attente
- Appel conférence
- Frais mensuels d'accès au service d'urgence 911 évolué de 75 ¢<sup>1</sup>

Configurez le renouvellement automatique de vos options prépayées. [En savoir plus](#)

**Forfaits TELUS recommandés**

Forfait	Comprend	Aux 30 jours <sup>2</sup>
Appels locaux illimités le week-end + Messagerie 20	appels locaux illimités le week-end <sup>3</sup> , messages texte, photo et vidéo illimités <sup>4</sup>	20 \$
Données + Messagerie 20	jusqu'à 100 Mo de données <sup>5</sup> et messages texte, photo et vidéo illimités <sup>4</sup>	20 \$
Pariez + Messagerie 40	appels locaux illimités en soirée (dés 18 h) et le week-end <sup>3</sup> , appels locaux entrants illimités, messages texte, photo et vidéo illimités <sup>4</sup>	40 \$
Pariez + Données + Messagerie 40	appels locaux illimités en soirée (dés 18 h) et le week-end <sup>3</sup> , messages texte, photo et vidéo illimités <sup>4</sup> , jusqu'à 100 Mo de données <sup>5</sup>	40 \$

**Tarifs à l'usage**

- Tarif d'appel local en tout temps de 20 ¢ la minute (avec un forfait ou options de 30 jours)
- Tarif d'appel local en tout temps de 30 ¢ la minute (sans forfait ou options de 30 jours)
- Tarif de 40 ¢ la minute plus le tarif de temps d'antenne local pour les appels interurbains (au Canada et vers les États Unis)
- 20 ¢ par message texte entrant ou sortant
- 50 ¢ par photo envoyée en pièce jointe
- 50 ¢ par vidéo envoyée en pièce jointe
- 3 \$ le Mo<sup>6</sup>**

Profitez au maximum des options proposées

Vous souhaitez ajouter à votre forfait la messagerie illimitée ou un lot de Mo? Choisissez une combinaison d'options de 30 jours adaptée à vos besoins. [Choisissez vos options](#)

Vous consommez plus de 100 minutes par mois?

Économisez en passant à l'un de nos abordables forfaits mensuels et bénéficiez d'encre plus d'options à moindre coût.

**Abonnez-vous dès maintenant!**

- Composez gratuitement \*611 à partir de votre téléphone prépayé TELUS.
- Appelez nous au 1 866 558 2273.
- Rendez vous dans une boutique TELUS.

<sup>1</sup> Plus les frais pour le service d'urgence 911 exigés par les gouvernements provinciaux ou municipaux en Nouvelle-Écosse (43 ¢), à l'Île-du-Prince-Édouard (30 ¢), au Nouveau-Brunswick (30 ¢), en Saskatchewan (52 ¢) et au Québec (40 ¢).

<sup>2</sup> Les forfaits de 30 jours expirent à la fin des 30 jours et sont configurés de façon à se renouveler automatiquement tous les 30 jours par défaut. Les options Payez à la journée sont automatiquement renouvelées à moins et le prix des options est déduit du solde du compte prépayé. Les clients peuvent annuler le renouvellement automatique en composant #123 à partir de leur appareil ou en accédant à leur compte à telusmobility.com. Les forfaits sont offerts uniquement aux clients qui disposent d'un solde inférieur à 30 jours, la date d'expiration du solde sera reportée de sorte que le forfait et le solde du client puissent être renouvelés le même jour. Le tarif de 20 ¢ la minute ne s'applique pas aux clients au forfait Payez à la journée.

<sup>3</sup> Appels locaux illimités le week-end: du vendredi 18 h au lundi 7 h. Appels locaux illimités en soirée et le week-end: en soirée du lundi au vendredi de 18 h à 7 h et le week-end du vendredi 18 h au lundi 7 h.

<sup>4</sup> Les messages des services Privilage et les abonnements au contenu ne sont pas compris dans ce forfait. Des frais additionnels de 15 ¢ seront facturés pour les textes ou pièces jointes envoyés hors du Canada et des É.-U. Les clients dont le téléphone ne peut afficher de messages vidéo ou photo reçoivent un texte comprenant une adresse web leur permettant de visualiser la photo ou la vidéo. Les services de messagerie photo et vidéo avec les appareils BlackBerry sont offerts seulement dans le cadre d'un forfait BlackBerry.

<sup>5</sup> L'option n'est pas offerte aux clients qui utilisent un appareil BlackBerry.

<sup>6</sup> Le tarif de 2 \$ le Mo ne s'applique qu'aux clients 402. Le tarif applicable aux clients CDMA est de 10 ¢ la page. Les services de données payables à l'usage sont incompatibles avec les appareils BlackBerry.

Vous êtes ici: Accueil Forfaits Service prépayé Forfaits prépayés

Téléphones Voix Mike

Forfaits Forfaits Promotionnels Simplicité Pro

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<sup>96</sup> Screenshot from Telus' Web site, on October 23, 2012, in the "Plans" section, "Prepaid" subsection.

**v) *Pricing and functioning of Blackberry Internet access plans and options***

Even if the primary purpose of the present study is to examine the mobile Internet access services that include typical usage limits, we believe that the nature of Blackberry services, for which the limits are focused more on the content than on the bandwidth consumption, deserve a somewhat summary treatment. Just like prepaid services, the terms and conditions of service for Blackberry data options are generally not clear. Mentions on access restrictions are usually confined to a section at the bottom of pages or on legal notices.

**vi) *Pricing and functioning of data sharing between various devices***

Terms and conditions of service related to the sharing of limited mobile Internet access between various devices are, once more, extremely variable from one provider to another. In fact, as shown below, some providers encourage sharing between devices to avoid paying charges for a new data plan, suggesting the use of a smart phone as a wireless modem, whereas others warn the consumer against the risk of paying excess data charges following the sharing of data on various devices, whereas others, still, forbid data sharing between devices and sell shared mobile Internet options and/or bill excess charges for sharing a data option between several devices.

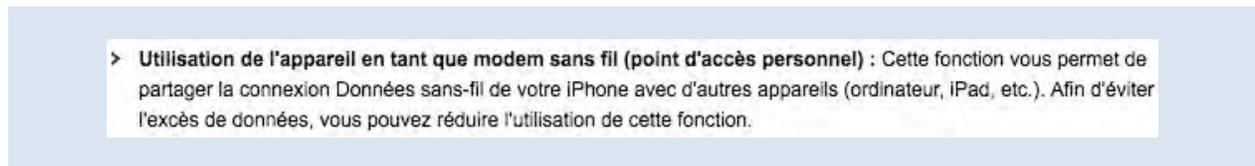
Generally, on Web pages explaining all the options, all service providers display this kind of specification (authorized data sharing or not, and applicable excess charges) in footnotes or on legal provisions pages. We have reproduced, among other things, an example of a footnote mention (in a section that is reduced by default) plus a data sharing option that includes multiple data sharing options which have to be respected. As for brochures, it may occur that the information is not at all accessible. It must be concluded that, not only the usage conditions of data sharing are extremely variable, but the nature and methods employed to inform the consumer on this subject are also extremely variable.

**Figure 29**  
Information on shared data: Koodo<sup>97</sup>



And this excerpt from Fido's Web site...

**Figure 30**  
Information on shared data: Fido<sup>98</sup>



<sup>97</sup> Excerpt from a screenshot made on the Koodo Mobile Web site, on October 28, 2012, in the "Help" section.

<sup>98</sup> Small excerpt from a screenshot from Fido's Web site, on October 31, 2012, in the "Help" section.

**Figure 31**  
**Shared data policy: Bell<sup>99</sup>**

0 English Province: QC Rechercher sur bell.ca Ouvrir une session

Bell Magasiner Mobilité Télé Internet Téléphonie Forfaits Soutien

Aperçu Téléphones, tablettes et Internet mobile Forfaits Options Divertissement mobile Accessoires Couverture et déplacements Clients existants

Accueil Magasiner Mobilité Téléphones, tablettes et Internet mobile

## Promotion - Bell Mobilité

### Partagez vos données pour aussi peu que 10 \$/mois.

Vous pouvez maintenant partager les données de votre forfait Voix et données avec d'autres appareils mobiles (jusqu'à quatre).

Choisissez d'abord un forfait Voix et données assorti d'au moins 1 Go de données (pour votre téléphone intelligent). Ensuite, vous pourrez partager l'utilisation de ces données avec votre tablette et/ou votre clé Turbo moyennant 10 \$/mois de plus par appareil.

Pour vous abonner et tirer le maximum de vos données, visitez un [magasin Bell](#).

Prix : forfait Voix et données	Prix : appareil supplémentaire	Données	Minutes locales en tout temps
63 \$/MOIS	10 \$/MOIS	1 Go	200
83 \$/MOIS	10 \$/MOIS	3 Go	1000

Voir tous les appareils

Conditions de l'offre

À jour en date du 16 juin 2012. Offert aux nouveaux clients et aux clients existants du service postpayé, liés par un contrat de 30 jours ou de 36 mois et abonnés à un forfait Voix et données sur À partager admissible avec une option de données d'au moins 1 Go. Au plus, cinq appareils peuvent être inscrits au forfait Voix et données sur À partager et 15 appareils au forfait Voix et données sur Petite entreprise À partager. Chaque compte doit compter au moins un téléphone intelligent; les appareils ajoutés à un forfait de données À partager doivent être des clés Turbo ou des tablettes de Bell. Les services sont offerts à l'intérieur des zones de couverture de Bell Mobilité, là où la technologie le permet. Des frais d'interurbain et d'itinérance (y compris les taxes étrangères) peuvent s'appliquer à l'extérieur de votre zone d'appels. D'autres frais mensuels, p. ex., les frais d'accès au service 9-1-1 (Québec : 0,40 \$, Nouveau-Brunswick : 0,55 \$, Nouvelle-Écosse : 0,43 \$, I.-P.-É. : 0,50 \$), ainsi que des frais uniques d'activation d'appareil (35 \$) s'appliquent. Des frais (2 \$/mois) relatifs à la facture papier s'appliquent, à moins que vous ne vous inscriviez à la facture électronique et que vous n'annuliez la facture papier. En cas de résiliation anticipée, des frais d'ajustement du prix s'appliquent; consultez votre entente de service pour obtenir les détails. Les offres sont indiquées sous réserve de changements sans préavis. Taxes en sus. D'autres conditions s'appliquent. Sur les appareils compatibles.

Pour nous joindre Trouver un magasin Emplois@Bell

Plan du site À propos de Bell

Centre de services d'accessibilité Avis juridiques et réglementaires Vie privée

Notre engagement Évaluer cette page BellMedia.ca

Envoyer un message texte S'abonner aux infocourriels

Se connecter f t You Tube

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<sup>99</sup> Screenshot from Bell's Web site on November 4, 2012. We have circled the illegibility criteria and terms and conditions of service applicable to mobile Internet sharing that appeared in the collapsed section by default which opened while we were surfing.

**vii) Price of mobile data consumed while in roaming**

Just as the data fees on exceeding usage, roaming data fees and the general terms and conditions related to the use of mobile Internet in roaming are indicated at least in a summary way by service providers, but the visibility of the information is variable from one provider to another, and from one Web page to another. Of course, roaming data fees and limited access options to a roaming cellular network are priced in a variable way, depending on the region where the consumer will travel. For that reason, when the notice on roaming fees is accessible on the page describing wireless plans or options, there's often a single reference to the fees applicable in the United States. Most often, one has to refer to other footnotes to learn the existence of these very fees.

As an example, Rogers displays, among other things, the mention below, in a page (reduced by default) that describes the terms and conditions of service, located in its section that describes the various plans offered by the company.

*10. L'utilisation supérieure au lot de données fournies est facturée à 0,02 \$ le Mo. Des frais de 0,006 \$ le ko s'appliquent pour la transmission de données en itinérance aux États-Unis et de 0,03 \$ le ko en itinérance internationale<sup>100</sup>.*

Another example on the following page reveals the room allocated on Web pages describing the services offered, to applicable roaming fees. Here again, the information was confined to a section collapsed by default.

---

<sup>100</sup> NB: Noted when we made screen shots on Rogers website, October 28, 2012.

**Figure 32**  
**Mobile roaming data: mention from Fido<sup>101</sup>**

**fido** Client existant, ouvrez une session

Quoi de neuf L'AVANTAGE Fido FidoPARTAGE English Panier 0 Article par ex. "FidoDOLLARS"

Magasinez Soutien Mon Compte

Promotions Téléphones et appareils **Forfaits** Prépayé Cartes SIM Accessoires Options

## Forfaits

Appareils et téléphones intelligents iPad Appareils Internet sans fil Forfaits Prépayés

### Forfait Données Fido pour iPad

Nous vous offrons les frais d'activation<sup>1</sup>  
Un crédit au montant des frais d'activation sera porté à votre facture.

Avec une connexion sécurisée haute vitesse, profitez de votre tablette où que vous soyez sur les réseaux 4G HSPA+ ou LTE<sup>1</sup> de Fido.

Vous accumulerez des FidoDOLLARS<sup>MC</sup> aussi.

Forfaits Données flexible	Par mois <sup>2</sup>
Jusqu'à 150 Mo	10 \$
Jusqu'à 1 Go	25 \$
Jusqu'à 5 Go	35 \$

Données additionnelles: 0,02 \$/Mo

Le forfait à tarif variable s'ajuste automatiquement à votre utilisation réelle d'Internet sans fil. Chaque mois, un montant minimal de 10 \$ sera porté à votre facture.

Il est possible d'acheter le forfait Données Fido pour iPad dans les magasins Fido d'un bout à l'autre du pays ou en communiquant avec notre Service à la clientèle au 1 888 481 3436. Trouvez le **magasin Fido** le plus près de chez vous

Pour en savoir plus sur la **LTE**.

**Profitez d'une connexion Internet rapide grâce au réseau LTE de Fido<sup>1</sup>**

**Cartes Micro SIM**  
Pour se connecter aux réseaux sans-fil HSPA+ 4G ou la LTE de Fido, l'iPad requiert une Carte Micro SIM LTE de Fido. Les clients peuvent s'en procurer une sur le site fido.ca ou en se rendant dans l'un de nos magasins.  
Acheter une Carte SIM

**Achat d'un iPad**  
Vous ne pouvez vous procurer l'iPad que dans un magasin Apple, sur le site web d'Apple et chez un revendeur Apple autorisé.  
Magasins Apple

**Comment configurer mon forfait Fido pour mon iPad?**

1. Insérez votre carte Micro SIM, préalablement activée, dans le tiroir de carte SIM de votre iPad et allumez ensuite le iPad.
2. Si ce n'est pas déjà fait, effectuez la configuration de démarrage standard de votre iPad.

Vous pouvez maintenant commencer à utiliser votre iPad sur le réseau Fido.

Voir tous les détails PRINT

Les offres peuvent être modifiées sans préavis.

<sup>1</sup>Aucun frais d'activation: L'offre se termine le 31 décembre 2012. Valide dans le cadre d'une nouvelle mise en service sur un forfait mensuel sans Entente Fido. Un crédit au montant des frais de mise en service de 35 \$ sera porté à votre première facture.

1. Le réseau LTE de Fido est offert dans certaines villes canadiennes. Détails sur [fido.ca/couverture](http://fido.ca/couverture). La vitesse réelle peut varier selon l'appareil, la topographie, les conditions environnementales, la congestion du réseau et d'autres facteurs.

2. Accumulez des FidoDOLLARS selon les frais admissibles facturés et payés sur votre compte. Les FidoDOLLARS ne sont pas monnayables et ne peuvent être remboursés ni crédités au compte. Sous réserve des modalités du programme FidoRÉCOMPENSES

3. Le forfait Données flexible ne s'applique qu'aux tablettes iPad achetées au Canada à une boutique Apple Store ou chez un revendeur Apple autorisé. Carte micro SIM de Fido requise. Données additionnelles: 0,02 \$ le Mo. Des frais de transmission de données de 0,03 \$ le ko s'appliquent en itinérance (3 \$ le Mo aux États-Unis), volume minimal de 20 ko (1 ko aux États-Unis).

<sup>MC</sup>Fido & dessin, FidoDOLLARS et Fido à l'écoute sont des marques de commerce utilisées par Fido Solutions. Apple, le logo d'Apple, iPad, iPod, iTunes et Mac sont des marques de commerce d'Apple Inc., déposées aux États-Unis et dans d'autres pays. iPhone et Multi-Touch sont des marques de commerce d'Apple Inc. iPod et iTunes permettent seulement de faire des copies légales ou autorisées par les titulaires des droits d'auteur. Ne volez pas la musique. Les autres marques et logos sont des marques de commerce de leurs titulaires respectifs.

Activez votre Fido À propos de nous Points de vente Carrières Modalités de service Fido Vie privée Contactez-nous Communauté technique Fido Besoins particuliers Carte du Site

SUIVEZ-NOUS SUR [Facebook] [Twitter] [Google+] [YouTube]

Norton

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<sup>101</sup> Screenshot made on October 31, 2012 on Fido's Web site in the "Plans" section, "iPad" subsection.

In short, if the consumer doesn't consult Web site sections on network covering, it is most probable that he/she will not be aware of prices and conditions applicable to the use of his/her device in roaming, and he/she will not be advised either of the few options offered that could limit roaming fees, service like "passeport données" that provide limited roaming access at lower prices than these by default. Some providers multiply, at the present time, initiatives to publicize these offers, but, in most cases, these options are still displayed in sections separate from these where plans are still advertised, with a variable presence of internal links inviting the consumer to assess them.

In fact, to have access to detailed information on pricing and options offered, one must usually consult the sections related to long distance or network covering; these sections being related to pages explaining various plans or they are in the FAQs or in the Help or Support sections. Let's say, however, that at times, we see suggestions that don't necessarily serve the consumers' wallet: we have reproduced in the following figures a meaningful example where the provider makes somewhat ridiculous proposals to consumers who definitely wish to benefit from their Canadian provider's prices abroad<sup>102</sup>. The provider actually suggests to owners of devices that would not be compatible with provider networks abroad, to rent a device upon arrival and to insert a SIM card from the Canadian provider in that new device to benefit from roaming rates from the Canadian provider, rather than benefit from more cost-effective prices from a foreign provider!

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<sup>102</sup> Screenshot from Koodo Mobile's Web site, on October 28, 2012.

Figure 33  
Mobile data consumed in roaming: Koodo<sup>103</sup>

**Couverture, interurbains et déplacements**

**Au Canada**

Si vous ne profitez pas présentement d'un forfait Canada Mur-à-mur, des frais interurbains s'appliquent lorsque vous faites, ou vous recevez, un appel pendant que vous êtes à l'extérieur de votre zone d'appel locale. Des exceptions s'appliquent. Pour les détails sur les frais interurbains, cliquez ici.

**Lors de vos déplacements aux É.U. continentaux, à Hawaï et en Alaska**

Si vous ne profitez pas présentement d'un forfait Canada Mur-à-mur, des frais interurbains s'appliquent lorsque vous faites, ou vous recevez, un appel pendant que vous êtes à l'extérieur de votre zone d'appel locale. Si vous voyagez aux États-Unis, vous aurez besoin d'un de nos à-côtés d'itinérance aux États-Unis. À partir de seulement 10\$ (plus taxes), vous pouvez choisir parmi des minutes d'appel en tout temps aux É.-U., des textos aux É.-U. et des données aux É.-U.

**Comment puis-je ajouter un à-côté d'itinérance aux É.-U. à mon compte?**

En passant, ces à-côtés ne sont pas disponibles au Libre-service Koodo ou dans les Boutiques Koodo.

Tous les à-côtés d'itinérance aux États-Unis peuvent être ajoutés sans coût à votre compte. Vous n'avez qu'à taper un code simple à 4-545. Assurez-vous d'un bon signal dès le début de votre séjour.

Par exemple : Pour obtenir les textos limités pour 3 jours à seulement 10\$, tapez 3TEXTOS à 4545.

Service	Forfait	Minutes en tout temps	Textos	Données	Code
É.-U. continentaux, à Hawaï et en Alaska	É.-U. 1	25 minutes en tout temps	100	100	3TEXTOS
	É.-U. 2	25 minutes en tout temps	100	100	3TEXTOS
	É.-U. 3	25 minutes en tout temps	100	100	3TEXTOS

**Mes à-côtés sont valides pour combien de temps?**

**À-côtés de 3 jours :** Vous pouvez commencer à utiliser ces à-côtés dès l'achat, jusqu'à 23h59, 3 jours après la date d'achat.

- Par exemple : si vous achetez cet à-côté le jeudi, à 11h00, quel moment entre minuit et 23h59, vous pouvez l'utiliser jusqu'au dimanche, à 23h59.

**À-côtés de 30 jours :** Vous pouvez commencer à utiliser ces à-côtés dès l'achat, jusqu'à 23h59, 30 jours après la date d'achat.

- Par exemple : si vous achetez cet à-côté le 1er juillet, à 11h00, quel moment entre minuit et 23h59, vous pouvez l'utiliser jusqu'au 31 juillet, à 23h59.

**Frais d'itinérance sans a-côte É.-U. :**

Service	Forfait	Minutes en tout temps	Textos	Données	Code
É.-U. continentaux, à Hawaï et en Alaska	É.-U. 1	1,000	100	0,002 message	
	É.-U. 2	1,000	100	0,002 message	
	É.-U. 3	1,000	100	0,002 message	

**Nouveaux tarifs d'itinérance internationale**

Il est plus facile et abordable que jamais de voyager avec un téléphone Koodo grâce à nos nouveaux tarifs d'itinérance internationale de transmission de la voix et des données.

A partir du 11 Mars 2012, les tarifs payables à l'utilisation qui suivent seront en vigueur. Voir les liens ci-dessous des tarifs pour les services payables à l'utilisation. Vous cherchez cette réponse mais pour Koodo Philippines? Cliquez ici.

Service	Forfait	Minutes en tout temps	Textos	Données	Code
É.-U. continentaux, à Hawaï et en Alaska	É.-U. 1	1,000	100	0,002	
	É.-U. 2	1,000	100	0,002	
	É.-U. 3	1,000	100	0,002	

**Vérifiez avant de partir**

Lorsque vous utilisez les services de fournisseurs internationaux, il est possible que certains services soient différents et offerts sur des fréquences différentes.

En Amérique du Nord, les téléphones Koodo sont compatibles avec les fréquences HSPA 850/900/1800/1900 MHz. Si le fournisseur du pays visité offre pas la même fréquence, il est possible que votre téléphone ne fonctionne pas sur son réseau. Si des fréquences dans le pays visité sont incompatibles, vous devrez alors louer un téléphone auprès d'un fournisseur de service local. Vous pourrez alors utiliser votre carte SIM Koodo dans de téléphone loué, accéder au réseau d'une entreprise partenaire et obtenir les tarifs d'itinérance internationaux plus haut.

Pour tous les détails sur la couverture et les tarifs d'itinérance, sélectionnez votre téléphone Koodo ou votre réseau, puis un pays proposé dans le menu déroulant.

**Note :** Vous pouvez utiliser votre téléphone Koodo Philippines partout au Canada, mais pas à l'extérieur du pays.

Choisissez votre type de réseau :  HSPA  CDMA  Autre (non recommandé)

Choisissez le pays que vous appelez de ?

Pays :

<sup>103</sup> Ibid.

**Figure 34**  
**Mobile data consumed in roaming: Koodo (gros plan)<sup>104</sup>**

**Vérifiez avant de partir**

Lorsque vous utilisez les services de fournisseurs internationaux, il est possible que certains services soient différents et offerts sur des fréquences différentes.

En Amérique du Nord, les téléphones Koodo sont compatibles avec les fréquences HSPA 850/900/1800/1900 MHz. Si le fournisseur du pays visité n'offre pas la même fréquence, il est possible que votre téléphone ne fonctionne pas sur son réseau. Si les fréquences dans le pays visité sont incompatibles, vous pourrez sans doute louer un téléphone auprès d'un fournisseur de service local. Vous pourrez alors utiliser votre carte SIM Koodo dans ce téléphone loué, accéder au réseau d'une entreprise partenaire et obtenir les tarifs d'itinérance mentionnés plus haut.

Pour tous les détails sur la couverture et les tarifs d'itinérance, sélectionnez votre téléphone Koodo ou votre réseau, puis un pays proposé dans le menu déroulant.

**Note:** Vous pouvez utiliser votre téléphone Koodo Prépayé partout au Canada, mais pas à l'extérieur du pays.

**viii) Prices for optional services using transfer of roaming data**

It seemed relevant to mention some particular options that, in roaming, are not billed the same way. In fact, as mentioned in our summary on the functioning of mobile Internet pricing, some services, in particular, photo and audio messaging and on mobile TV options, may be priced differently when a consumer uses her/his device in roaming. These services need a data transfer. Usually, when they are used in Canada, these services don't generate data transmission fees, but the situation is totally different in roaming. In fact, unlimited messaging options in Canada and mobile TV options priced by the hour on a monthly basis are all at once, when in roaming, priced at the usage according to the megabytes consumed; something the consumer is, of course, not used to. We underline that these kinds of details, when they are indicated by the providers, are located in local sections or as additional information at the bottom of a page, or in Web page sections that are collapsed by default, which makes it mostly improbable for a consumer to be read them. We reproduce, below, some somewhat catastrophic examples.

---

<sup>104</sup> *Ibid.* Detail from previous screenshot.

**Figure 35**  
**Optional services used in roaming: Virgin (page 1)** <sup>105</sup>

**FORFAITS**

Optez pour un forfait avantageux. Tous nos forfaits comprennent des offres et accès réservés aux Membres de la part des marques les plus branchées. Visitez la [Loge des Membres](#).

aller à :  
**TÉLÉPHONES AJOUTS OFFRES D'ENFER**

APERÇU    FORFAITS POUR TÉLÉPHONE DE CHOIX    FORFAITS POUR TÉLÉPHONE COMBINÉS    FORFAITS POUR CLÉ DE DONNÉE ET TABLETTE    FORFAITS PRÉPAYÉ

**FORFAITS COMBINÉS**    ♥ = LES MEMBRES ADORENT

Nos forfaits combinés viennent avec une tonne de données, les textos illimités et les appels illimités après 18 h.

<p><b>50\$ /MOIS</b></p> <p>OFFRE D'UNE DURÉE LIMITÉE</p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux <b>ILLIMITÉS</b></p> <p>BlackBerry Social    <b>ILLIMITÉ</b></p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada <b>ILLIMITÉE</b></p> <p>Boîte vocale 3 et afficheur <b>INCLUS</b></p> <p>Appels et textos avec 10 amis <b>ILLIMITÉS partout au Canada</b></p>	<p><b>Choisir</b></p> <p>Plus d'info</p>
<p><b>53\$ /MOIS</b></p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux <b>ILLIMITÉS</b></p> <p>Utilisation de données <b>200 Mo</b> Données supplémentaires à seulement 10 \$/ 100 Mo</p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada <b>ILLIMITÉE</b></p> <p>Appels et textos avec 10 amis <b>ILLIMITÉS partout au Canada</b></p>	<p><b>Choisir</b></p> <p>Plus d'info</p>
<p>rempli à fond <b>63\$ /MOIS</b></p> <p>♥</p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux <b>ILLIMITÉS</b></p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada <b>ILLIMITÉE</b></p>	<p><b>Choisir</b></p> <p>Plus d'info</p>

<sup>105</sup> Screenshot from Virgin Mobile's Web site, on October 29, 2012.

**Figure 36**  
**Optional services used in roaming: Virgin, page 2 (more info)<sup>106</sup>**

The screenshot shows the Virgin Mobile website interface. At the top, there are navigation links for "BOUTIQUE", "AIDE", and "LOGE DES MEMBRES". The main heading is "FORFAITS". Below this, there are several tabs: "APERÇU", "FORFAITS POUR TÉLÉPHONE DE CHOIX", "FORFAITS POUR TÉLÉPHONE COMBINÉS", "FORFAITS POUR CLÉ DE DONNÉE ET TABLETTE", and "FORFAITS PRÉPAYÉ". The "FORFAITS COMBINÉS" tab is selected, and a pop-up window is displayed over it. The pop-up window has a title "50\$ /MOIS" and a list of features and limitations. Two items in the list are highlighted with red boxes: "La messagerie texte et photo illimitée ne s'applique qu'aux textos envoyés à partir du Canada. Les messages texte envoyés à l'intérieur des États-Unis ou à l'international, les messages texte de luxe, les alertes par texto, les messages envoyés avec une application de messagerie instantanée et les messages commutés ne sont inclus dans aucun forfait et entraînent des frais supplémentaires." and "Les frais courants d'itinérance à l'extérieur du pays et d'interurbains internationaux s'appliquent." Below the list, there are two sections: "SOIRS ET WEEKENDS" and "AUCUNS FRAIS SOURNOIS".

**50\$ /MOIS**

- Portez jusqu'à 500 à votre **SuperBalance<sup>MC</sup> Virgin Mobile** avec ce forfait.
- Branchez jusqu'à 5 personnes sur le même compte avec mesAmis et obtenez les appels illimités entre vous.
- Des frais d'activation unique de 35 \$ s'appliquent pour chaque ligne.
- Les messages entrants (de n'importe où) sont gratuits.
- La messagerie texte et photo illimitée ne s'applique qu'aux textos envoyés à partir du Canada. Les messages texte envoyés à l'intérieur des États-Unis ou à l'international, les messages texte de luxe, les alertes par texto, les messages envoyés avec une application de messagerie instantanée et les messages commutés ne sont inclus dans aucun forfait et entraînent des frais supplémentaires.
- Tous les forfaits combinés comprennent l'appel en attente, la conférence à trois et le transfert d'appel. De plus, grâce au Transfert sans frais, vous pouvez modifier votre forfait gratuitement une fois par mois.
- Les minutes locales supplémentaires coûtent 45 ¢/minute. Les frais pour les appels interurbains au Canada et aux États-Unis sont de 45 ¢/min en plus de votre tarif local à la minute.
- Les frais courants d'itinérance à l'extérieur du pays et d'interurbains internationaux s'appliquent.
- Les frais mensuels suivants s'appliquent dans certaines provinces pour les services d'urgence 911 : N.-B. (53 ¢), N.-É. (43 ¢), Î.-P.-É. (50 ¢), Sask. (62 ¢) et QC (40 ¢).
- Les appels illimités durant le weekend commencent le vendredi à 18 h jusqu'à 7 h le lundi.
- BlackBerry Social illimité comprend Facebook<sup>MD</sup>, Twitter<sup>MC</sup>, MySpace<sup>MD</sup>, BlackBerry<sup>MD</sup> Messenger, Windows Live<sup>MC</sup> Messenger.

**SOIRS ET WEEKENDS**  
 Soirées illimitées de 6 h à 7 h  
 Toute la journée les sam. et dim.

**AUCUNS FRAIS SOURNOIS**  
 Aucuns frais bidon, aucuns frais supplémentaires, aucun mensonge. Juré craché.

<sup>106</sup> Ibid. Window "More Info"



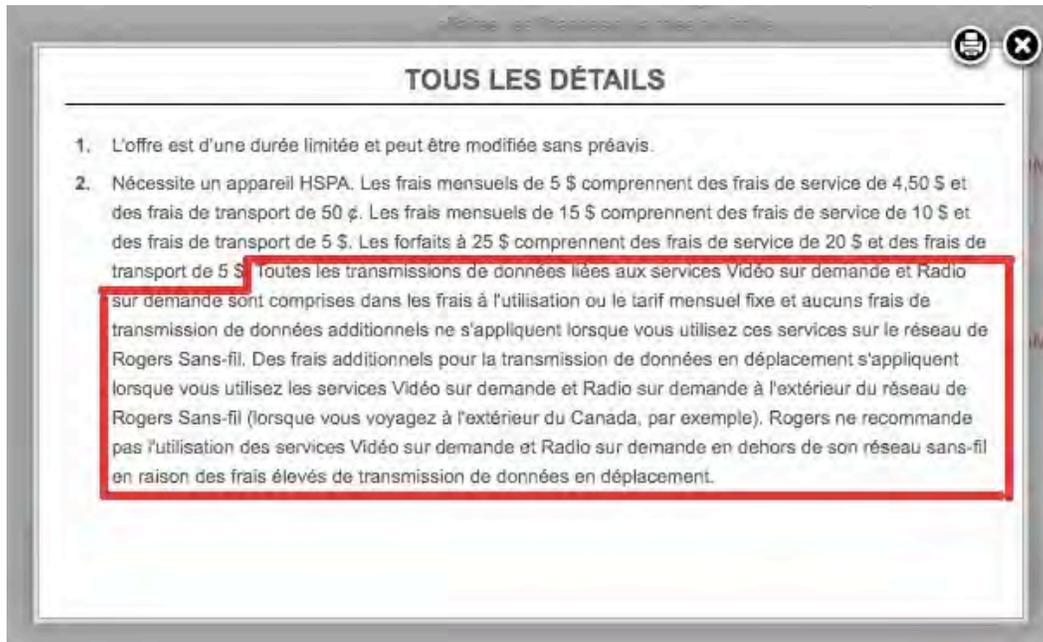
**Figure 38**  
**Optional services used in roaming: Rogers, page 2 (all details)<sup>108</sup>**

The screenshot shows the Rogers website interface for optional services. A modal window titled "TOUS LES DÉTAILS" is open, displaying a list of service details. The details are as follows:

Service	Description	Prix	Action
1. L'offre est d'une durée limitée et peut être modifiée sans préavis.			COMMENT ACHETER
2. Nécessite un appareil compatible. Les frais maximaux de 5 \$ comprennent des frais de service de 4.50 \$ et des frais de transport de 5¢. Les frais maximaux de 10 \$ comprennent des frais de service de 9.50 \$ et des frais de transport de 5¢. Les frais de 20 \$ comprennent des frais de service de 19.50 \$ et des frais de transport de 5¢. Toutes les transmissions de données sont au service fixe et assurez-vous que les frais de transmission de données additionnelles ne dépassent jamais ceux indiqués dans les détails de Rogers Sans-Fil. Des frais additionnels pour la transmission de données et d'applications s'appliquent lorsque vous utilisez les services 3G ou 4G de Rogers sur données à forfait de Rogers Sans-Fil. Rogers ne recommande pas l'utilisation des services 3G ou 4G sur données à forfait de Rogers Sans-Fil en raison des frais élevés de transmission de données en itinérance.		COMMENT ACHETER	

<sup>108</sup> Ibid. Window "All details".

**Figure 39**  
**Optional services used in roaming:**  
**Rogers, page 3 (all details – close-up)**<sup>109</sup>



### 3.4.4 About the functioning of mobile Internet

#### A) ACTIVATION/DEACTIVATION OF MOBILE DATA

In the documentation we consulted, we found only rare mentions about the default activation of the mobile Internet access on the devices. In the paper documentation, this information was almost inexistent. Sometimes, this information may be communicated, on Web sites, in sections proposing *support* or in FAQs. We question, however, the number of times that a consumer will visit these pages before purchasing a smart device, even if it is his/her first one. Furthermore, even in FAQs, this type of information on mobile data is displayed with variable visibility; certain providers will even refer consumers to the manufacturer's User Guide to get information on how to deactivate mobile data, despite the fact that certain basic instructions are common to a variety of smart devices. Sometimes, this information is even blanked out by service providers.

We reproduced an example of Web page where a provider advises to deactivate roaming data to avoid surprise bills. If the intention is good, the location of the information doesn't guarantee the fact that it will definitely be transmitted.

<sup>109</sup> *Ibid.* Close-up of the "All details" window.

Figure 40  
Activation/deactivation of mobile data: Virgin, page 1<sup>110</sup>

The screenshot shows the Virgin Mobile website interface. At the top, there are navigation links for 'BOUTIQUE', 'AIDE', and 'LOGE DES MEMBRES'. Below this is a search bar and a breadcrumb trail: 'MAGASIN > AIDE > COUVERTURE, INTERURBAINS ET ITINÉRAIRE'. The main heading reads 'LES MEMBRES ONT DROIT À DES VITESSES LTE ULTRA RAPIDES.' with a sub-headline 'Branchez votre tablette compatible et utilisez-la pratiquement partout où vous irez! Découvrez-en plus sur le réseau 4G LTE.' and a button 'Achetez une carte microSIM 4G LTE'.

Below the heading is a navigation menu with categories: 'CARTES DE COUVERTURE', 'TARIFS CANADIENS', 'TARIFS AMÉRICAINS', 'TARIFS INTERNATIONAL', and 'TARIFS PRÉPAYÉS'. The 'TARIFS INTERNATIONAL' category is selected.

The main content area is divided into sections:

- APPELS**: A table with columns 'QUOI' and 'COÛT'. It details international calling rates for Canada/US and international calls, including a note about SIM card requirements.
- TEXTOS**: A table with columns 'QUOI' and 'COÛT'. It details rates for sending and receiving text messages.
- DONNÉES**: A table with columns 'QUOI' and 'COÛT'. It details data rates for SIM cards and non-SIM cards, with a warning box about data usage in the background.

On the right side, there are two promotional boxes:

- économiseur de données**: 'Besoin De Données Pour Voyager À L'international?' with a '10 \$/mois' offer.
- économisez sur les appels internationaux**: 'Optez Pour L'ajout D'économiseur D'interurbains À L'international.' with a '5 \$/mois' offer.

At the bottom, there is a footer with navigation links: 'TROUVEZ UN MAGASIN', 'PASSEZ À VIRGIN MOBILE', 'ACTIVEZ VOTRE PRÉPAYÉ', 'BOUTIQUE', 'SOUTIEN', and 'LOGE DES MEMBRES'. There are also social media icons for Twitter, Facebook, and YouTube.

<sup>110</sup> Screenshot from Virgin Mobile's Web site, on October 29, 2012.

**Figure 41**  
**Activation/deactivation of mobile data: Virgin, page 2 (close-up)<sup>111</sup>**

Les données peuvent être utilisées pour le courriel personnel, la messagerie instantanée, la navigation mobile et la fonction modem.

**Attention!** Si vous voyagez avec votre téléphone intelligent ou votre BlackBerry, n'oubliez pas que des applications comme Facebook, Twitter, BlackBerry Messenger et le courriel utilisent des données lorsque vous êtes aux États-Unis. [Désactivez vos données en itinérance](#) si vous ne voulez pas vous retrouver avec une grosse facture.

**B) NOTIFICATION ON BACKGROUND DATA CONSUMPTION**

In general, consumers receive notification to tell them that smart devices may access mobile Internet without their knowledge, but only if they think about consulting a help section or FAQs, provided they are actively searching that information. There are no guarantees they will succeed in finding it, since its visibility inside these sections is extremely variable. From our desk study, we have a tendency to believe that the providers don't necessarily want the consumer to access this information before their purchase. In addition, advice offered to minimize the risk of data being consumed without their knowledge may be incomplete. Why not indicate simply that the consumer may deactivate the access to mobile when he/she is done using his/her device?

Examples of Web pages reproduced in the following pages once again show to what extent the location of such information varies from one site to another, and to what extent the choice of that location may sometimes impairs its accessibility. The first example shows that the information is quite visible, but in a help section only, whereas the second, which is also located in a help section, displays information on mobile Internet (the annotation we have circled in red, that ironically starts by: "Numerous people ignore that apps keep on functioning on device's background", and the one that is relevant and gives the necessary instructions to stop the operation in the background).

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<sup>111</sup> *Ibid.* Detail from previous screenshot.

**Figure 42**  
**Notification of data consumption in the background: Koodo<sup>112</sup>**



<sup>112</sup> Screenshot from Koodo Mobile' Web site, on October 28, 2012.

**Figure 43**  
**Notification on background data consumption:**  
**Fido, page 1 (relevant mention is in red)<sup>113</sup>**

The screenshot shows the Fido website's 'Options' page. The main heading is 'Internet mobile et données pour sans-fil et téléphones intelligents'. Below this, there is a section titled 'Ce qu'il faut savoir' with several bullet points. The following text is highlighted in red in the original image:

- Programmes qui fonctionnent en arrière-plan (iOS 4 et versions ultérieures) : De nombreuses personnes ignorent que des programmes continuent à fonctionner en arrière-plan sur leur appareil. Si ces programmes nécessitent la transmission de données, ils peuvent mener à une utilisation excédentaire. Pour empêcher ces programmes de fonctionner en arrière-plan, touchez deux fois le bouton principal > la liste des programmes actifs apparaît au bas de l'écran > déplacez le curseur vers la droite pour voir la liste des programmes > touchez l'application que vous voulez arrêter et maintenez votre doigt dessus; un cercle rouge apparaît au-dessus du programme > touchez le cercle rouge pour arrêter le programme.
- Wi-Fi: Utilisez un réseau Wi-Fi chaque fois que c'est possible dans le but de réduire vos frais de transmission de données.

Other highlighted text includes:

- Internet mobile et données pour sans-fil et téléphones intelligents
- Si vous n'êtes pas sûr de l'option qui vous convient, nous pouvons vous aider à évaluer votre utilisation de données.
- Si vous utilisez un appareil déverrouillé qui n'est pas vendu par Fido, découvrez comment configurer votre appareil pour profiter de l'utilisation de données.
- Si vous utilisez un appareil LTE, assurez-vous de disposer de la carte SIM appropriée afin d'en tirer le maximum. Pour en savoir davantage à propos de la LTE.

<sup>113</sup> Screenshot from Fido's Web site, on October 31, 2012. Annotations we circled in red are the ones about background consumption.

**Figure 44**  
**Notification on background data consumption:**  
**Fido, page 2 (close-up on relevant information)**

> **Programmes qui fonctionnent en arrière-plan (iOS 4 et versions ultérieures) :** De nombreuses personnes ignorent que des programmes continuent à fonctionner en arrière-plan sur leur appareil. Si ces programmes nécessitent la transmission de données, ils peuvent mener à une utilisation excédentaire. Pour empêcher ces programmes de fonctionner en arrière-plan, touchez deux fois le bouton principal > la liste des programmes actifs apparaît au bas de l'écran > déplacez le curseur vers la droite pour voir la liste des programmes > touchez l'application que vous voulez arrêter et maintenez votre doigt dessus; un cercle rouge apparaît au-dessus du programme > touchez le cercle rouge pour arrêter le programme.

**c) INFORMATION WI-FI ACCESS**  
**(AND EXPLANATIONS ON THE DIFFERENCES WITH MOBILE DATA)**

The information offered on Wi-Fi networks to which devices can connect to access the Internet without using the provider's network, and thus is free, is extremely variable from one supplier to another. Some will only mention it in FAQs, whereas others will not hesitate to present the Wi-Fi network as a way to reduce its usage of mobile data to avoid paying excess usage fees generated by exceeding the usage limit.

Annotations in yellow from the screenshot (and enlarged below) show, for example, that Fido doesn't hesitate to advise its customers to use Wi-Fi networks to limit the fees associated to data usage.

**Figure 45**  
**Notices related to the use of Wi-Fi networks: Fido<sup>114</sup>**

> **Lecture en continu:** La lecture média et vidéo en continu utilise énormément de données. Réduisez ce que vous regardez en continu sur votre iPhone. Si vous avez accès à Internet au moyen d'un ordinateur, téléchargez les fichiers média ou les vidéos, puis transférez-les sur votre appareil par synchronisation au moyen d'iTunes. Vous pouvez aussi lire en continu en passant par une connexion Wi-Fi.

> **Jeux en ligne:** Les jeux qui nécessitent une connexion constante (jeux de rôle, jeux massivement multijoueurs, etc.) peuvent augmenter votre utilisation de données pour le mois. Nous recommandons de passer par un réseau Wi-Fi si vous vous adonnez à ce genre de jeux.

> **Téléchargement d'applications:** Si vous téléchargez beaucoup d'applications, cela peut également mener à une utilisation excédentaire de données. Téléchargez ces applications par connexion Wi-Fi ou à l'aide de votre ordinateur, puis transférez-les au moyen d'iTunes.

> **Wi-Fi:** Utilisez un réseau Wi-Fi chaque fois que c'est possible dans le but de réduire vos frais de transmission de données.

<sup>114</sup> *Ibid.* Detail.

This is also the case with Koodo, in its brochure<sup>115</sup>, in its Web site's FAQs. However, the company instead displays negative notices on Wi-Fi, indicating particularly, that the mobile services provider's network is secured as opposed to Wi-Fi<sup>116</sup>, without repeating that this could be a wise method to avoid excess usage fees.

Another example: Bell mentions in its Wi-Fi networks' brochures<sup>117</sup> that the company makes available free of charge, in certain public places, Wi-Fi networks that may help limit mobile data consumption fees.

In short, the treatment of this subject by service providers is very uneven; the latter seem torn between their mercantile interests and their will to limit unpredicted fees for their customers (and to limit at the same time, cases of dissatisfaction or complaints.)

#### **D) INFORMATION ON THE TOOLS USED TO VERIFY OR LIMIT CONSUMPTION**

As explained in the section that discusses the perspective from service providers, and in the detailed answers from providers (reproduced in the Appendix), it must be concluded that WSP already offer various tools to help their customers to avoid receiving unpredicted fees on their bills. However, the document offered on usage management tools and their functioning have a variable level of comprehensiveness, depending on the service providers. Some providers have chosen these usage management tools as true selling arguments, whereas others just offer information on these tools in some FAQ sections. Their objective doesn't necessarily seem to be to inform the consumer on these tools and their functioning before they proceed with the purchase.

We would also like to mention that some tools are featured more often than others. For example, usage reports are often mentioned by providers, just as text message notifications, when available, but for tools that are a little more innovative (in particular, the maximum level of excess fees for roaming data), the information is relayed on a smaller number of Web pages.

Let's state also that the information offered on the usage management tools may sometimes be conflicting, not because of the way the information is published, but because the precise functioning of each tool may vary from one provider to the next, which could, of course, bring a certain confusion for the consumers when the switch service providers. Of course, here, we are only discussing the way the information is published, but we will come back in a subsequent section to certain similarities and differences between the usage management tools that are already available on the market.

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<sup>115</sup> Koodo. "Info Koodo: *Viva la mobilité libre*", brochure, valid in April 2012, 4 pages, page 3.

<sup>116</sup> Information extracted from the Koodo Mobile Web site, on October 28, 2012, in the "Help" section, at the question extracted from the Koodo Mobile' Web site, on October 28, 2012, in the "Help" section, at the question: "*Un des à-côté Données est meilleur que l'accès Wi-Fi. Pourquoi?*"

<sup>117</sup> Information found in Bell's "Personal Plans" brochure, valid in May 2012, 8 pages, page 1 in the section "Why choose Bell?"

### 3.4.5 Some progress...

Our findings seem quite severe with regard to service providers – and it is - but it would not be fair not to mention certain initiatives that were put forward by some providers after the completion of our data collection to better inform their new customers. In particular, the fact that Rogers, after conducting a survey on the level of knowledge of consumers on new technologies<sup>118</sup>, launched a Web site to help consumers learn some basic notions on smart devices. The site “Techno Essentials”<sup>119</sup> from Rogers gives various explanations on uses that require data included in a plan and which truly represent different units of data measurement, and provides tips to limit roaming fees and excess usage fees generated by exceeding usage limits of mobile Internet<sup>120</sup>.

Let’s say that, if this initiative is certainly interesting, the information provided on new technologies and on the ways to limit the cost related to wireless services use is not comprehensive<sup>121</sup> and could be more developed. Furthermore, we noticed that that Web site is more or less visible for a new user. In fact, when we visited Rogers’ Web site, we didn’t find any references to that Internet site other than in the “Help” section, and not in the section that describes devices or plans offered, a section that a new customer, or a curious customer would truly have a propensity to consult before the help section, which seems to be made for the provider’s present customers.

Finally, Telus generally offers on its Web site a subsection “*Pour démarrer*” (To start) in the “Help” section that is made to inform new customers of various relevant subjects<sup>122</sup>: in particular, on the configuration of usage management tools, information on billing, on the payment of prepaid plans, etc. This tab was not present on the Telus’ Web site when we collected screenshots that were used for our analysis. Nevertheless, we can see that several subjects presented were already addressed on Telus’ Web site, without being organized in a common section, which made surfing more complicated. In addition, as for Rogers, the information provided is not necessarily comprehensive on the functioning of mobile data. The fact of centralizing questions that may interest new customers and to make them more visible is also an interesting initiative, but should address a larger number of questions concerning the operation of mobile data.

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<sup>118</sup> A survey conducted by Rogers showed, in particular, that Canadians had a tendency to over evaluate their capacity to use new technologies.

**NEWS1130.** “Are you really as tech-savvy as you think?”, News1130, Vancouver, Canada, January 14, 2013. [Online]

<http://www.news1130.com/2013/01/14/are-you-really-as-tech-savvy-as-you-think/> (page consulted on May 10, 2013).

<sup>119</sup> **ROGERS.** “Tech Essentials” page. Rogers, Toronto, Canada, no title. [Online] <http://techessentials.rogers.com/> (page consulted on May 14, 2013).

<sup>120</sup> *Ibid.* Summary of what can be found in the “Managing your budget” and “Wireless Internet basics” sections on Rogers’ Tech Essentials site.

<sup>121</sup> It is shown, for example, that the apps may consume background data and there is advice on monitoring and deactivating these apps, but there’s no information on the fact that mobile Internet is activated by default, even for users that didn’t intend to use them. It is recommended to strategically deactivate the access to roaming data according to needs, but without saying that the same advice applies to the usage of data in Canada. We don’t say, either, that using a local network abroad with an unlocked device may be less expensive than using it in roaming (of course, it would be surprising for a company to tell its customers to use services from a foreign competitor). To limit excess fees, it doesn’t tell consumers either to take prepaid services.

<sup>122</sup> See the full answer to the second question asked to Telus in Appendix 1, question 2.

## 4. SOLUTIONS ADOPTED ABROAD

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The CRTC is getting ready to introduce new regulations to more adequately protect wireless services consumers, with a mandatory Code of conduct<sup>123</sup>. Before reviewing the propositions for that Code, it seems extremely relevant to first study the initiatives that were intended and adopted abroad to understand what direction the concerns raised by the Commission will take. In many aspects these concerns tend to have been inspired by foreign legislators and regulators.

In fact, Canadian consumers are not the only victims of “bill shock”, these surprise invoices generated, in particular, by the usage of mobile Internet without the knowledge of the use, and excess usage limits. Several countries made a reflection on the best ways to protect more adequately wireless service consumers, who have expressed their dissatisfaction by filing complaints or by participating in public hearings on the subject. Since 2007, various solutions have been proposed by foreign authorities to address consumer concerns. We focus our attention more specifically on the progress of initiatives proposed by the United States by the Federal Communication Commission (FCC), by the French government, on its own initiative, or to meet the requirements of the European Union, and by the Australian Communication and Media Authority (ACMA); Australian regulatory authority who forced the services providers to adopt, in 2012, a Code of conduct which seems to have inspired the CRTC.

However, several of these regulators were inspired by measures adopted by the European Union to feed the discussions on solutions that would be considered. We will, thus, use a chronological approach. We will first address certain regulations that were adopted in Europe and that have inspired different legislators and regulators, to then summarize the provisions considered and adopted in the United States, France and Australia. To complete the information of this current section, we asked the cooperation of the FCC, the American association representing the WSP industry (the CTIA), the ARCEP and the ACMA, in April 2013. To do so, we contacted specialists from every organization and we sent them by email a list of questions to obtain detailed information on provisions that were adopted in their respective countries. Let's state that only the Australian authority (ACMA) provided full answers to our questions by phone. Most relevant answers are included in our analysis.

### 4.1 EUROPEAN UNION: FIGHTING ROAMING CHARGES

Since 2007, the European Union (UE) has adopted a series of regulations to limit excess charges billed to European consumers for using their mobile devices on a roaming network. It is relevant to summarize a few of these provisions that, even if they were strictly meant to better inform consumers on roaming charges, were taken back for discussion by other regulatory authorities, and that, even if the discussions from other regulators on “bill shock” also addressed the billing of unexpected charges for services other than these provided in roaming.

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<sup>123</sup> N.B.: The Code on wireless services was announced by the CRTC on June 3, 2013. Since the research and writing of the report were already completed on that date, the present document doesn't take into account the measures that were adopted by the Commission. However, the next section will summarize a few debates that were held within the framework of public hearings that took place in the spring of 2012 and winter of 2013.

Europe first tackled the price of roaming charges, since it considered that the game of competition was not correctly being played, as shown by its first decision on that subject.

*Même si certains opérateurs ont récemment introduit des frais d'itinérance offrant aux consommateurs des conditions plus favorables et des prix plus bas, il n'en demeure pas moins que, manifestement, la relation entre les coûts et les prix n'est pas celle qui devrait prévaloir dans des marchés entièrement concurrentiels<sup>124</sup>.*

This simply means that the EU first started to flatten out wholesale and retail prices of roaming charges for voice calls and text messages inside the UE. It will also confirm that choice in other subsequent decisions, deciding as well, in 2012, to regulate prices applicable to mobile Internet in roaming<sup>125</sup>, and to lower the maximum rates gradually for the following years.

*À partir du 1er juillet 2012, le prix de détail (hors TVA) d'un eurotarif données qu'un fournisseur de services d'itinérance peut demander à un client en itinérance pour la fourniture de services de données en itinérance réglementés ne peut pas dépasser 0,70 EUR par mégaoctet utilisé. Le prix de détail maximal pour les données utilisées est abaissé à 0,45 EUR par mégaoctet utilisé le 1er juillet 2013 et à 0,20EUR par mégaoctet utilisé le 1er juillet 2014 et, sans préjudice de l'Section 19, reste à 0,20 EUR par mégaoctet utilisé jusqu'au 30 juin 2017<sup>126</sup>.*

However, provisions that seem to have retained most of the attention of the American and Australian regulators are those on the various usage management tools. In 2009, the EU imposed on providers, the obligation to notify consumers with a text message on the applicable roaming charges when they enter a zone in which they will apply. The regulation also stipulates that providers have to offer a service that allows, at all times at its request, vocal call or SMS.

However, these are not the most innovative provisions. The regulation gives the to a consumer to ask for a maximum amount of expenses or volume to be applied to his/her account, to limit mobile data usage fees on a foreign network that could be charged to him/her. The first limit that providers have to offer by default has to be lower or equal to 50 euros. When 80% of the usage limit of that limit is reached, the provider has to notify his/her customer with a text message. The provider also needs to anticipate when the limit is about to be reached, and give directions to the customer to keep on receiving the service by lifting the limit. If the consumer doesn't reply to that notification, the service is interrupted and the consumer won't have to pay any extra charges.

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<sup>124</sup> **EUROPEAN PARLIAMENT.** "Regulation (EC) No 717/2007 of the European Parliament and of the Council of June 27, 2007 on roaming on public mobile telephone networks within the Community and amending Directive 2002/21/EC", Official Journal of the European Union, 2007, 9 pages, page 1, paragraph (1), on the ARCEP site [Online] <http://www.arcep.fr/fileadmin/reprise/dossiers/roaming/regle-europe-itinerance-270607.pdf> (document consulted on May 22, 2013).

<sup>125</sup> **ARCEP.** "Plafond de détail de l'Eurotarif", in la page *L'itinérance internationale*, ARCEP, Paris, France, December 18, 2012. [Online] <http://www.arcep.fr/?id=8710> (page visited on May 22, 2013)

<sup>126</sup> **EUROPEAN PARLIAMENT.** "Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (recast) ", Official Journal of the European Union, 2012, 26 pages., page 19. [En ligne] <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:172:0010:0035:FR:PDF> (document consulted on May 22, 2013).

As of March 2010, European operators had the obligation to offer that limit on mobile Internet bills. The obligation to offer this service to consumers was then changed for a default configuration that providers had to apply to consumers that still had not contacted their provider on this question.

The European Union also imposed on providers the obligation to systematically notify their customers, upon signature of an agreement (and on a regular basis, onward), on roaming services and on automatic and uncontrollable connections and downloads of roaming data. The providers also have to explain how to avoid or interrupt such connections<sup>127</sup>.

## 4.2 UNITED STATES: FIGHTING “BILL SHOCK”

The American Telecommunications Regulatory Authorities have started to show their interest more seriously, in 2010, on the ways American users may control their communication services usage fees. It was particularly interested in initiatives adopted by the European Union to better inform wireless services<sup>128</sup> consumers.

The FCC mentioned in a report that 84% of Americans who were billed excess usage fees had not received any notices from their provider to tell them about the imminent excess of their usage limit, and 88% were not notified after the excess of their usage limit other than by receiving their bill. More than one third of respondents also have indicated that unexpected charges were above \$50. People who were most often the victims of these unexpected charges are you adults and adults who are living with minors<sup>129</sup>. The American regulator saw, in the rapid progress of technology, an occasion to improve the ways consumers are adequately notified<sup>130</sup>.

Several solutions were considered by the FCC to reduce the prevalence of that situation in American consumers. All consisted in various usage management tools and notifications that would be sent to consumers. The organization questioned the relevance to impose vocal notifications or SMS to notify the consumer when he/she is close to reaching his/her usage limit (of vocal calls, text messages or mobile data) or that he/she just reached it. The organization also proposed to impose notification when a consumer leaves the country to notify him/her that he/she will be billed international roaming fees and that monthly charges could be higher than expected. The FCC was also interested in the possibility of imposing a usage limit that would be configured by the consumer; a solution inspired by the European Union’s initiative. The organization finally underlined the importance for these tools to be correctly advertised<sup>131</sup>.

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<sup>127</sup> **EUROPEAN PARLIAMENT**. “Regulation No 544/2009 of the European Parliament and of the Council of June 18, 2009 amending regulation No 717/2007 on roaming on public mobile telephone networks within the Community and Directive 2002/21/EC”, Official Journal of the European Union, Brussels, Belgium, 2009, 12 pages, pages 9 to 11, Section 6. [Online] available on the ARCEP site <http://www.arcep.fr/?id=8710> (page visited on May 13, 2013).

<sup>128</sup> **FCC**. Comment sought on measures to assist US wireless consumers to avoid “bill shock”, Public notice, FCC, Washington, United States, May 11, 2010, 3 pages, page 1. [Online] [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DA-10-803A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DA-10-803A1.pdf) (document consulted on May 9, 2013).

The FCC doesn’t seem, however, to have shown particular interest in regulation of roaming fees.

<sup>129</sup> **HORRIGAN, John & Ellen SATTERWHITE**. “Americans’ perspectives on early termination fees and bill shock”, *op. cit.*, note 22.

<sup>130</sup> **FCC**. Comment sought on measures to assist US wireless consumers to avoid “bill shock”, *op. cit.*, note 128.

<sup>131</sup> **FCC**. Notice of Proposed Rulemaking, FCC, Washington, United States, October 14, 2010, 32 pages, page 2. [Online] [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-10-180A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-10-180A1.pdf) (document consulted on May 9, 2013).

Despite all this, some American consumers groups considered that usage management tools, as proposed by the regulator, were not enough to protect the users adequately. They made multiple suggestions, in particular: the consumer should be consulted by a text message before the billing of excess charges, with the help of a solid “opting in” mechanism. These groups also proposed that the limit proposed by the FCC cuts the service access if the consumer did not particularly accept the billing of extra usage charges, except for the use of 911 as well as the possibility to contact the service provider<sup>132</sup>. These groups also asked that notifications upon entry in a roaming zone include the applicable charge for use in that zone, and that all notifications provide information in real time. Despite these various precisions, these groups absolutely supported the idea to force providers to offer various notifications and usage management tools.

Of course, the CTIA-The Wireless Association® (in the United States) demonstrated a totally different perspective, claiming in its representations, the high cost associated with the implementation of usage monitoring tools, saying in particular, that not all the infrastructures used by the providers could allow easily to offer to tools proposed by the FCC, nor to provide information “in real time”. Of course, the association took position against the imposing by the FCC of all types of usage management tools proposed. The CTIA stated that all types of tools proposed were already offered in various ways by the American providers, including the limit of excess charges proposed in Nextel plans. So, its argument seemed to insist more on the cost related to the implementation of these tools (and on the competitive benefits, and the advantages of various offers from providers to the consumers) than on the real technical feasibility problems<sup>133</sup>.

#### 4.2.1 Tug-of-war between the regulator and the industry

At the same time, the CTIA had announced voluntary updates to a Code of conduct adopted by the industry. In fact, the organization added to its Code, in 2010, new obligations regarding information for providers: the obligation to clearly communicate the usage limits related to mobile data, restricted access to data services, if needed, or the prevalence of network management practices that may impact on the consumer’s use of his/her wireless device. The information must be available at points-of-sale and on each provider’s Web site. The CTIA presented these changes as being the result of efforts deployed by the industry to settle certain problems reported by consumers.

However, the American regulator claimed the fact the CTIA Code does not include any obligation to provide notification on usage or services allowing usage control by the consumer. It also states that the voluntary Code, which does not include any constraint measures or sanctions, is not sufficient to solve the problems related to unexpected charges.<sup>134</sup>

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<sup>132</sup> **CONSUMER FEDERATION OF AMERICA.** Comments of the Center for Media Justice, Consumer Action, Consumer Federation of America, Consumers Union, Free Press, Media Access Project, National Consumers League, National Hispanic Media Coalition and New America Foundation Open Technology Initiative in response to Notice of proposed rulemaking, *op. cit.*, note 23.

<sup>133</sup> **CTIA.** Comments of CTIA, the Wireless Association, CTIA, Washington, United States, January 10, 2011, 51 pages, pages 10, 11 & 31. [Online] <http://files.ctia.org/pdf/filings/110110 - FILED CTIA Bill Shock Comments.pdf> (document consulted on May 22, 2013).

<sup>134</sup> **FCC.** Notice of Proposed Rulemaking, *op. cit.*, 131, paragraph 17.

Furthermore, the regulator claimed the fact that the use of management tools already available on the market was limited, in particular, by the extra charges that would be imposed for their use and also by the fact that users who want to benefit from such tools have to subscribe on their own initiative, that that they are in general not well advertised. The FCC indicated also that the very heterogeneous tools already offered by providers may be confusing to consumers, since some of them are not conceived only to notify consumers once they have reached their usage limit. The FCC insisted that these notifications should be equally offered before the usage limit is reached<sup>135</sup>.

Despite the initial reservations of the American regulator relatively to the voluntary Code, the FCC didn't adopt a new regulation that would have had the effect to force service providers to offer usage management tools. In fact, the CTIA agreed with the FCC to add to its voluntary Code, the obligation to provide certain usage management tools for free<sup>136</sup>.

Only four types of tools have been added to the Code; tools that may be offered to post-paid users only. These updates to the Consumer Code for Wireless Service du CTIA, in 2011, officialised the obligation for member providers to send a notification by text message to consumers when they are about to exceed their usage limits and when they just exceeded it (for voice services, text messaging and mobile data, no percentage of use is indicated in the final documents), in addition to offering notification when a consumer enters a roaming zone and doesn't subscribe to an option or a usage plan to limit roaming fees. Unfortunately, the idea to limit excess usage fees, proposed earlier by the FCC is defended by groups of consumers, was not adopted in the agreement. Some even speculate that the CTIA accepted the imposing of certain tools to avoid the limit mechanism that could have been imposed by means of regulation<sup>137</sup>.

In brief, the final wording of the obligations retained by the FCC and the CTIA includes two notifications of use applicable to services for which a usage limit is imposed; limits applicable to voice services, text messages or mobile data. Furthermore, the notifications sent to consumers entering a roaming network are not only intended for customers who did not subscribe to a roaming services option. In other words, providers don't have to send notifications to those who don't have an option to limit their roaming charges abroad (*passport données*, for example), not any more than they have to notify them on the present usage level or the fact that they exceeded their limit.

Even if the FCC chose not to take action via a new regulation, the regulation authority monitored the implementation of the usage management tools and made sure that these new obligations, added to the CTIA Code, are applied correctly. The FCC organized round tables with members of the industry and some consumer group representatives to follow-up on the application of the information management tools<sup>138</sup>, the day after the expiry date after which, all management tools had to be deployed by providers, and some providers even went beyond the requirements of the CTIA Code, offering, in particular, notifications that are also available by email, and some indicated that they would deactivate the access to roaming by default. Some providers, in

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<sup>135</sup> **FCC.** Notice of Proposed Rulemaking, *op. cit.*, 131, paragraph 19.

<sup>136</sup> **CTIA.** *Consumer code for Wireless Service*, CTIA, Washington, United States, no date. [Online] <http://www.ctia.org/content/index.cfm/AID/10352> (page visited on May 14, 2013).

<sup>137</sup> **NEWMAN, Jared.** "Bill Shock Be Gone: FCC, Wireless Carriers strike a deal", Time Tech, New York, United States, October 17, 2011. [Online] <http://techland.time.com/2011/10/17/bill-shock-be-gone-fcc-wireless-carriers-strike-a-deal/> (page visited on May 22, 2013)

<sup>138</sup> **FCC.** Bill Shock and Cramming Workshop, FCC, Washington, United States, April 17, 2013. [Online] <http://www.fcc.gov/edgekey.net/events/workshop-bill-shock-and-cramming> (page visited on April 17, 2013).

particular, Nextel, indicated that they were offering services without any usage limits, which avoids of course the billing of the excess usage charges, in addition to systematically offering to new customers some information on how to access an account and on the functioning of the billing.

Overall, consumers groups that took part in the consultation have indicated that comments they have received on usage management tools have been positive, but they also engage in pursuing their monitoring mandate regarding the deployment of these new obligations. Let's stress that the all these new measures were to be implemented in April 2013, at the latest. It seemed difficult for the participants of focus groups to give detailed comments on these tools a few days after the implementation expiry date. Despite everything, a group representing elderly consumers; the American Association of Retired Persons» (AARP), said that the fact that certain consumers don't tend to have confidence in their provider and that usage notifications are done by text message, they alone don't attract attention enough to be systematically consulted (or fully understood) by users. The AARP recommended to the FCC to offer more information to the public since they, themselves, have greater credibility towards many consumers. Let's mention that at the present time, the FCC already offers some basic information to help citizens limit their excess usage charges<sup>139</sup>. This information was quite fragmentary when we wrote these lines, and is not sufficient in itself to answer all consumers' questions.

#### 4.3 FRANCE: INNOVATIVE PROVISIONS (DIED ON THE ORDER PAPER)

Even though, the French wireless services market is currently quite different from the Canadian and American markets, and because of the growing competition in that sector, let's say that the French legislator thought about imposing, with various draft law projects, new obligations on the WSP. To us, the most relevant project for wireless services consumers was "the draft law project that reinforced rights - the consumer's protection and information", that was taking into account a myriad of new obligations for the WSP and for which the "Autorité de régulation des communications électroniques et des postes (ARCEP)" would have exercised a mandate of surveillance<sup>140</sup>.

Unfortunately, the bill which progressed to second reading died on the Order Paper during the last presidential elections, in 2012. The most recent bill proposed by the French government which addressed consumer protection, known as "Hamon<sup>141</sup> bill", after the name of the Minister of *Consommation et de l'Économie sociale et solidaire*, which doesn't highlight, unfortunately, the aspects described in the next paragraphs and that addresses more specifically the WSP (and that, even if wireless services complaints from consumers in France would continue to

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<sup>139</sup> **FCC**. Tips for Avoiding Bill Shock on Your Mobile Phone, FCC, Washington, United States, revised on January 16, 2013. [Online] <http://www.fcc.gov/guides/bill-shock-tips-avoiding-your-mobile-phone> (page visited on May 13, 2013).

<sup>140</sup> **NATIONAL ASSEMBLY**. "Projet de loi renforçant les droits, la protection et l'information des consommateurs", National Assembly, Paris, France, June 1, 2011. [Online] <http://www.senat.fr/dossier-legislatif/pjl11-012.html> (page visited on May 13, 2013).

Particularly refer to new Sections 121-84-12 and subsequent from the "code de la consommation" intended by the bill.

<sup>141</sup> **NET-IRIS**, "Renforcement des droits, de la protection et de l'information des consommateurs", Net-iris, Clermont-Ferrand, France, February 5, 2013. [n line] <http://www.net-iris.fr/veille-juridique/dossier/27981/renforcement-des-droits-de-la-protection-et-de-information-des-consommateurs.php> (page visited on May 13, 2013).

multiply at this time<sup>142</sup>), concentrating rather on the introduction under French consumption law “the group action.”

When we contacted the ARCEP about the *projet de loi renforçant les droits, la protection et l'information du consommateur*, a management attendant from the fixed and mobile services told us that the provisions that concerned more specifically wireless services were not as popular as before; the arrival of Free Mobile in the country made the competition more dynamic. Furthermore, some of the propositions included in the bill on usage management tools raised anger from some members of the industry. Their adoption would not have been probable, even if the bill had gone forward. This hypothesis is credible since our literature review seemed also to show that several telecommunication service providers in France wanted to regulate relief, in part because of the arrival on the market of new competitors which placed significant economic pressure<sup>143</sup>.

The *projet de loi renforçant les droits, la protection et l'information du consommateur* allowed the implementation of some usage management tools, but also certain information obligations and some obligations relative to names that may be used to qualify the access services to mobile Internet (along with rules regarding the locking of devices).

First, we want to stress that the French bill proposed the innovative idea of offering an “interactive pricing guide<sup>144</sup>” to consumers so they could shop more easily for their wireless services; a guide that was supposed to be free, transparent, updated regularly and accessible to all. If the market would not have offered the services according to the conditions dictated by the ARCEP, it could have published it by itself or give the mandate to an independent and impartial organization. We have to underline that that type of service comparator already exists elsewhere, particularly in Australia<sup>145</sup>.

The bill also proposed the sending of systematic usage notifications and a blockage mechanism “of all communication services included in the subscribed offer” to allow consumers to control their usage with the possibility of setting the parameters on the offered tool<sup>146</sup>.

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<sup>142</sup> **ZANCHI, Jean-Sébastien.** “Mobile: les plaintes des clients en hausse”, MetroNews, Paris, France, March 29, 2013. [Online] <http://www.metrofrance.com/high-tech/mobiles-les-plaintes-de-clients-en-hausse/mmcC!IRF1UhgTo7t8s/> (page visited on May 13, 2013).

<sup>143</sup> **CHERKI, Marc.** “Un train de mesure pour les télécoms en France”, *Le Figaro*, Paris, France, July 17, 2012. [Online] <http://www.lefigaro.fr/societes/2012/07/17/20005-20120717ARTFIG00549-un-train-de-mesures-pour-les-telecoms-en-france.php>

**LA TRIBUNE.** “Nélie Kroes allège la pression sur les opérateurs historiques”, *La Tribune*, Paris, France, July 12, 2012. [Online] <http://www.latribune.fr/technos-medias/telecoms/20120712trib000708762/telecoms-neelie-kroes-allege-la-pression-sur-les-operateurs-historiques.html> et

**RENAULT, Marc-Cécile.** “Les télécoms ont atteint la cote d'alerte”, *Le Figaro*, Paris, France, November 1, 2012. [En ligne] <http://www.lefigaro.fr/societes/2012/11/01/20005-20121101ARTFIG00452-les-telecoms-ont-atteint-la-cote-d-alerte.php> (pages visites on May 13, 2013).

<sup>144</sup> **NATIONAL ASSEMBLY.** “*Projet de loi renforçant les droits, la protection et l'information des consommateurs*”, *op. cit.* 140, Art. L121-84-12

<sup>145</sup> Several similar sites seem to have been developed from independent initiatives, and exist in Australia. In particular:

**COMPARE BROADBAND.** [Online] <http://www.comparebroadband.com.au/> (page visited on May 22, 2013) and **YOU COMPARE.** [En ligne] <http://youcompare.com.au/homephone/plans> (page consultée le 22 mai 2013)

<sup>146</sup> **NATIONAL ASSEMBLY.** “*Projet de loi renforçant les droits, la protection et l'information des consommateurs*”, *op. cit.* 140, Art. L121-84-13

We want to emphasize that the French operators have the obligation to limit excess charges generated by the use of mobile Internet in roaming. However, the initial proposition from the French government comprised a limit that would have applied to all the services that could have generated excess usage charges, just like the subject of discussion in the United States. A quick overview of the French market has allowed us, however, to see that some operators offer the possibility of limiting wireless services usage. For example, Orange offers the possibility to block or not, a wireless service plan and indicates on its Web site that “with a blocked plan, there is no risk of limit”. Even if your plan has expired, you remain reachable at all times with the possibility to recharge your account, if needed<sup>147</sup>.

### 4.3.1 Propositions to reinforce the neutrality of the net

Here’s a very interesting fact: the French bill proposed innovative obligations with regard to names<sup>148</sup>. They wished to particularly forbid the use of the term “unlimited” to qualify a service offer that has a usage limit “that may result in a temporary shutdown, billing of additional services or an excessive degradation of debit or quality of service”. The bill ensured that the term “Internet” could not be used when the service specifies that there will be a limit of access to some usage or application using Internet, an interdiction that would have reaffirmed the principle of neutrality of the net. That specification in the bill would have been used probably to reply to providers’ practice that limit the access on the grounds that it would have diversified the service offers and stimulated competition.

The same Section of the bill stipulated also that:

*...les restrictions et exclusions apportées aux offres qualifiées d’« illimitées», « vingt-quatre heures sur vingt-quatre» ou d’« accès à internet» ou comportant des termes équivalents doivent être mentionnées de façon claire, précise et lisible comme rectifiant la mention principale et figurer de façon distincte des autres mentions informatives, rectificatives ou légales. Ces restrictions et exclusions sont indiquées sur la même page que la mention principale, à proximité immédiate de cette dernière, et ne sont pas présentées sous forme de note de bas de page.*

According to this bill, legal mentions or footnotes would not have been acceptable means to inform the consumer on the information necessary for his/her full understanding of the inclusions, exclusions and terms and conditions of the service offer.

We have to say that the bill also proposed to tag the information that had to appear in prepaid service ads. Section L121-84-15 stipulates that:

*Toute publicité relative à une offre de services de communications électroniques entièrement prépayée et mentionnant le prix de cette offre comporte une information sur [...] le prix d’une session de connexion à internet exprimée dans l’unité de mesure correspondant à l’offre, lorsque cette offre permet d’accéder à ces services.*

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<sup>147</sup> Screenshot made on Orange’s Web site, on March 27, 2013, <http://www.orange.fr/>

<sup>148</sup> NATIONAL ASSEMBLY. “Projet de loi renforçant les droits, la protection et l’information des consommateurs”, op. cit. 140. Art. L121-84-15.

If the idea to mention a unitary price related to mobile Internet for service offers that are advertised with a global price seems interesting, we have to say, however, that the wording of such an obligation could be more precise. The Australian regulator proposes a mandatory wording in certain ads. We will return to this soon.

#### 4.4 AUSTRALIA: HOW TO “RECONNECT” THE CONSUMER

That title translates the wording used by the Australian Communications and Media Authority (ACMA) to name its report that summarized the perspectives obtained after public hearings to find solutions to understand and solve the problems that consumers have with their telecommunication service providers. In fact, the Australian regulator felt the need to act, since the number of complaints received by the telecommunication ombudsman kept growing four years in a row.

After several public hearings, the ACMA concluded that the majority of the problems were related to customer service offered by service providers, who were, according to the ACMA, of poor quality<sup>149</sup>. The ACMA noticed some problems with the information offered by the providers on products and services, on the ease with which a consumer may contact a provider, the speed at which complaints were processed, if the provider solved the problem or not as agreed with the consumer and, generally, if it is easy to settle a complaint with the provider.

The subjects of the complaints concerned all telecommunication services, but consumers often complained about service providers ads which did not allow understanding of what exactly the service was. Besides the ad format, the Australian regulator heard consumers complain about the complexity of various services offered and the complexity of bills which made it even harder for them to understand what exactly they were paying for. Several consumers also reported they were victims of “bill shock”. The ACMA indicated that one of the main causes of that problem was the fact that the consumer didn’t have an easy way to monitor their usage<sup>150</sup>.

The regulator, therefore, identified various solutions: to clarify in the ads the information on service prices, to facilitate the understanding of services between different providers (among other things, on the way each company managed complaints), and to provide usage management tools for voice services, text messages and data.

Like the American regulator, the ACMA asked telecommunication service providers to bring relevant changes to a consumer protection code which is under the industry’s responsibility. The ACMA reserved the right to adopt new regulations if the changes to the industry code were deemed insufficient. At that time, the ACMA accepted the industry propositions, and the effectiveness of the new measures adopted is yet to be determined, the new version being partially effective only on September 1, 2012. In fact, several provisions were only applied during the year that followed. We have to say, however, that the Australian Code of conduct written by the industry, as it is the case in the United States, allows the ACMA, however, to apply it. So, it is still a Code of conduct and its non-compliance could generate actions by the regulator to ensure the provider’s compliance. The ACMA may, among other things, issue notification of non-compliance of the Code, which providers may reply to with engagements to improve their practice. The ACMA may also exercise civil recourses in Federal court, if a

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<sup>149</sup> **ACMA**. Reconnecting the Customer, ACMA, Sydney, Australia, 2011. [Online] [http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC\\_312222](http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC_312222) (page visited on April 23, 2013).

<sup>150</sup> *Ibid.*

provider denies the allegations of non-compliance and doesn't make any efforts to improve its practices. That approach is in compliance with the principles defended in certain Australian telecommunication laws that promote to a certain extent self-regulation in the industry<sup>151</sup>. However, the regulator has some flexibility that seems to be superior to the FCC's to ensure that the Code doesn't result in wishful thinking.

#### 4.4.1 Industry code: strengths and weaknesses

The Telecommunications Consumer Protection Code (TCP) is a long document of almost 100 pages that includes a series of coherent rules and good practices that all Australian telecommunications companies must adhere to, and that includes, particularly, rules to follow on the way to manage a relationship with a customer, services offered, contracts, billing, management of bad debts, credit and disconnections, rules applicable on the change of providers and processing of complaints<sup>152</sup>. Despite the multiplicity of subjects in the Code, it is clear from the beginning, that it can't replace any applicable legislation and regulations in force in Australia, like this passage indicates:

*Compliance with this Code does not guarantee compliance with any legislation or the requirements of any Regulator. The Code is not a substitute for legal advice*<sup>153</sup>.

When we asked about the relevance to include such a precision the Code, the ACMA simply replied that legislations relating to the consumer protection in the telecommunication sector in Australia are managed by several regulators. The ACMA particularly mentioned the competence of the Telecommunications Industry Ombudsman (TIO) to settle disputes between providers and consumers, and the relevance of various laws, in particular, the Competition and Consumer Act and the Australia Consumer Law, that regulate unfair contractual clauses and misleading practices from merchants.

An interesting fact: the fact that a consumer can file a complaint against a provider on the non-compliance to an obligation in the Code will not prevent the consumer from exercising at the same time, any other recourses available to the consumer. All in all, the industry code is a tool that allows standardization of the practices from various telecommunication service providers, but does not pretend to replace any existing laws or regulations. Rather, the Code contains protection measures for consumers that are used as a complement to other existing rights or recourses, of general or specific application.

The analysis of that code, in particular, even if it is only a set of rules written by the industry, is relevant since it includes the most recent protection measures. In fact, even if the Code applies to all telecommunication services, it must be concluded that numerous provisions seem to target more particularly the wireless industry.

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<sup>151</sup> **COMMUNICATIONS ALLIANCE.** Telecommunications Consumer Protection Code (C628:2012) Explanatory Statement, Communications Alliance, Milsons Point NSW, Australia, 5 pages. [Online] [http://commsalliance.com.au/\\_data/assets/pdf\\_file/0018/33129/C628\\_2012-TCP-Code-Explanatory-Statement.pdf](http://commsalliance.com.au/_data/assets/pdf_file/0018/33129/C628_2012-TCP-Code-Explanatory-Statement.pdf) (document consulted on May 23, 2013).

<sup>152</sup> **COMMUNICATIONS ALLIANCE.** Telecommunications Consumer Protection Code, Communications Alliance, Milsons Point NSW, Australia, 102 pages. [Online] [http://commsalliance.com.au/\\_data/assets/pdf\\_file/0017/33128/TCP-C628\\_2012\\_May2012-Corrected-July12.pdf](http://commsalliance.com.au/_data/assets/pdf_file/0017/33128/TCP-C628_2012_May2012-Corrected-July12.pdf) (document consulted on May 14, 2013).

<sup>153</sup> *Ibid.*, page 8, Section 1.1.7.

## A) SUMMARY OF THE SERVICE OFFER

It is particularly interesting to see to what extent certain new provisions directly meet ACMA concerns. First, we see that what was intended in France was to offer a tool to help consumers compare more effectively than the various telecommunication service offers in Australia. Section 4.1.2 of the Code plans to send to consumers a “summary of the offer” to help them compare more effectively offers from various service providers. That summary must be transmitted before the conclusion of an agreement, and that, notwithstanding the way the(156) consumer shops for his/her services: in person, by phone or online.

The summary of a telecommunication service offer cannot exceed two pages, and must contain standardized elements of information, to precisely allow consumers to have common references whatever provider they go to. That summary has to include a description of the services offered, indicate if the device is provided and financed within the offer, the maximum charges that may be requested to terminate the agreement, mention the inclusions and exclusions of the offer, the monthly price of the services and when the offer includes usage limits, the usage limit of the service and the general price of that usage, expressed in a standardized unit. For example, if the plan includes a limited use of mobile data, the offer has to mention the usage limit and the price of the use of a megabyte. The Code doesn't mention if the price of the megabyte has to be the price of use in the context of a usage limit, or the price of data after exceeding the limit. This summary of information must also include a link that explains the different usage management tools offered, and a notification on the applicable charges for the service used in roaming, in addition to a link that gives access to more information in that subject.

Finding the idea interesting, we verified if these summaries were in fact available on most of the service provider Web sites; we were satisfied initially to see that they were, and that, therefore, it was possible to consult and print them before the conclusion of an agreement. The fact that services which are excluded from the monthly plan are clearly shown permits clarification of all service limits: whether a classical usage limit or information on the exclusion of certain optional services that, if used, may generate extra charges. In short, the summary of information permits regrouping and highlighting of important information on the service offered; some information in Canada, still being frequently buried in certain legal provisions or footnotes.

A more elaborate analysis, however, led us to see that the lack of clarity of some requirements could be felt. For example, we noticed that the obligation to indicate the usage price for one megabyte is interpreted quite differently from one provider to another: some only indicate the price for one megabyte in excess usage fee<sup>154</sup>, others only indicate the price of one megabyte before exceeding the usage limit<sup>155</sup>, whereas other indicate these two information<sup>156</sup>. The ultimate goal, which was to allow a comparison of offers, was not totally achieved.

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<sup>154</sup> Telstra, par exemple.

**TELSTRA.** *Critical Information Summary*, Telstra, Brisbane, Australie, 23 avril 2013, 2 pages. [Online] <http://www.telstra.com.au/help/download/document/personal-critical-information-summary-no-lock-in-plan-60.pdf> (page consulted on May 14, 2013).

<sup>155</sup> Red Bull Mobile, for example.

**RED BULL MOBILE.** *Critical Information Summary*, Red Bull Mobile, New South Wales, Australia, no date. [Online] <http://www.redbullmobile.com.au/critical-information-summary/> (page consulted on May 14, 2013).

<sup>156</sup> Kogan Mobile, for example.

**KOGAN MOBILE.** *Critical Information Summary*, Koogan Mobile, South Melbourne, Australie, 2 pages. [Online] [https://www.koganmobile.com.au/sitedocs/critical\\_information\\_summary\\_-\\_access\\_30.pdf](https://www.koganmobile.com.au/sitedocs/critical_information_summary_-_access_30.pdf) (document consulted on May 14, 2013).

## **B) NEW RULES TO REGULATE ADVERTISEMENT**

The industry code includes certain requirements on the information disclosed in the advertising material<sup>157</sup>. It includes in particular, restrictions on the use of certain terms and descriptors. For example, offers cannot be described as “unlimited” if they are affected by some restrictions, download limits, restrictions to certain services or other. The Code also includes the mandatory display of the price for the use a one megabyte of data; we have noticed that the requirement seems to be understood or applied differently by providers. Since that Code is still very recent, it is probable that all new obligations provided are not necessarily respected at present (it is worth noting that certain provisions of the Code will only be enforced in 2013) when applied in an uniform way. It is worth noting, however, that some providers demonstrated their dissatisfaction or pleaded the difficulty for them to conform to the multiple requirements of the Code, qualifying these new rules as being childish<sup>158</sup>.

Despite this, the Australian regulator has already started to notice that providers comply with these requirements of the Code, in particular to the one offering clear and exact information and not omitting important elements of information for consumers. The providers have stopped irresponsibly using some terms to qualify their service offers, terms that are confusing for consumers and that were not representative of the service offered.

## **C) USAGE MANAGEMENT TOOL: HISTORY IS REPEATING ITSELF**

Besides the various information obligations, the Australian Code of conduct provides, just as the one in the United States, the implementation of various usage management tools. The Code provides sending usage notifications, by text message or by email, when consumers reach 50%, 85%, and 100% of their usage limit (voice, data or text messages together). However, as in the United States, users of prepaid services cannot, unfortunately, benefit from these notifications. Strangely, the notifications may be sent up to 48 hours after consumers have reached the thresholds provided. The regulator has indicated that delay has been authorized to accommodate resellers, who use the infrastructures from other providers and don't always have updated information on their customers' usage.

It is worth noting, also, that the providers don't have the obligation to send all usage notifications, if it means they have to send more than one notification within a 48-hour period. That precision was added to the Code to respond to the apprehensions of the providers, who didn't want to, and they insisted on that, to harass their customers by sending them too many notifications. It is worth noting that the Code provides that these tools may be deactivated, upon customer request, or adjusted to other usage thresholds, on the condition that the goal of the provider by offering such flexibility is not to convince consumers to unsubscribe from these services.

Besides the tools mentioned previously, the providers will also have to offer an additional usage management tool, at the discretion of the company. The list of contemplated tools proposed in the Code is quite varied, even including some propositions that, for us, can hardly be considered as real usage management tools. For example, the usage reports or the usage limit may be considered as adequate tools – which seems fair to us, – but the simple fact of offering prepaid services, advice regarding usage management or the fact of slowing down the surfing

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<sup>157</sup> **COMMUNICATIONS ALLIANCE.** *Telecommunications Consumer Protection Code*, *op.cit.* 152, page 8, Section 1.1.7, and pages 36-37, Section 4.2.

<sup>158</sup> **COLLEY, Andrew.** “Limited version of consumer protection code mooted”, Australian IT, NSW, Australia, April 25, 2013. [Online] <http://www.theaustralian.com.au/australian-it/telecommunications/limited-version-of-consumer-protection-code-mooted/story-fn4iyzsr-1226629337975> (page visited on May 14, 2013).

speed once the limit is reached hardly seem to us to be valuable tools. In this regard, the ACMA has starkly explained that the Code was written by the industry, and certain choices were made to meet the industry's concerns more than from the ACMA or consumers.

Finally, it is worth noting that the providers will have to systematically offer information on the existence and the functioning of these management tools in their information summaries, but also to existing customers, when they decide to conclude a new agreement with their service provider, and that these tools were not offered previously when the consumer had concluded the previous contract. Providers also have to indicate on their bills, a way for the consumer to have access to a summary of his/her usage<sup>159</sup>.

#### **D) AND THE REST?**

Australia, contrary to the United States and Europe does not provide in its Code, for now, any automatic notifications for the services used in roaming, but the situation should change soon. In fact, the ACMA is presently working on new obligations of information related to roaming services. The regulator has proposed a draft of the new measures in which the providers will send timely notification to the consumer when he/she enters a roaming zone (in a 10-minute delay), that indicates, particularly, that higher usage fees are applicable. That notification would include the usage fee for minutes, text or mobile data abroad, a price that must be personalized according to the zone where the consumer is located. Furthermore, an option should be offered to the consumer to deactivate the roaming access to avoid extra fees (the draft includes a deactivation upon request by the consumer rather than an automatic deactivation like provided in Europe). Of course, these ideas don't necessarily correspond to what will be the final decision from the Australian organization.

The draft prepared by the ACMA proposed the following model of notification sent by a text message

*Warning – you have activated your mobile device overseas. Significantly higher charges apply. There may be delays in receiving usage data and alerts.*

*Cost 2 min. call to Aus = \$[insert cost in dollars and cents], 2 min. call within [country]=\$[insert cost in dollars and cents], SMS to Australia=\$[insert cost in dollars and cents], 1mb data= \$[insert cost in dollars and cents]. To cease all services [insert description of opt-out mechanism]<sup>160</sup>*

The draft also provides that usage management tools must be offered under certain circumstances, in particular, notifications by text message when a prepaid service user reaches certain thresholds of excess fees (for every \$100 spent), (or when a prepaid service user reaches certain usage thresholds (at 50, 80 and 100% of the usage limit).

In brief, the Australian Communications and Media Authority forced service providers to adopt information practices that are more complete and comprehensive, and maintains its efforts to improve the level of information offered to Australian wireless service consumers. Even if they gave to the industry an important part of the development and application of these new

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<sup>159</sup> **ACMA.** "Top Ten Consumer Wins", ACMA, Sydney, Australia, no date, 1 page. [Online] [http://www.acma.gov.au/webwr/assets/main/lib410251/TCP\\_code-Top\\_ten\\_consumer\\_wins.pdf](http://www.acma.gov.au/webwr/assets/main/lib410251/TCP_code-Top_ten_consumer_wins.pdf) (document consulted on May 22, 2013).

<sup>160</sup> **ACMA.** Telecommunications (International Mobile Roaming) Industry Standard 2013, ACMA, Sydney, Australia, no date, 11 pages, page 7. [Online] [http://www.acma.gov.au/webwr/assets/main/lib550056/ifc50-2012-draft\\_imr\\_standard.pdf](http://www.acma.gov.au/webwr/assets/main/lib550056/ifc50-2012-draft_imr_standard.pdf) (document consulted on May 14, 2013).

obligations, it is worth noting that the Code of conduct written by the industry, even if it can be improved in many aspects, offers a set of coherent rules to provide new information and protection mechanisms that are welcome by the consumers.

## 4.5 CONCLUSION

The particular nature of mobile Internet makes it difficult to rely only on abstract tools to monitor its usage. In fact, how do we know with a degree of certainty, that the number of Web pages visited, shared pictures, the quantity of music and streaming video (and the respective exact size of one and all), from day to day, all occur during the month? How can we make effective differentiation of the heavier content, and how can we minimize our consumption when the very nature of the service is paving the way for spontaneous consumption for which it was designed?

For the FCC, the solution to “bill shock” is essentially the creation of information tools available after subscribing to a data option, but the ACMA and the ARCEP also opted for, or thought about, approaches aimed at improving the information available before and after the purchase of a mobile device. The approach counts on the variety of new information and this obligation is also the one that seems to have been retained the Canadian Radio-television and Telecommunications Commission (CRTC), when at writing time, was about to implement a mandatory Code of conduct for the WSP which provides, among other things, new information obligations applicable before the conclusion of a wireless services agreement. The CRTC Code will also provide imposition of new usage management tools. We will address in the next section the various solutions adopted and intended for Canada.

To conclude, we found that most regulators seem to be in favour of quite similar solutions, which are often, to allow the market to decide on the nature of services offered and their pricing, but to adopt measure that allow the improvement of the information provided to consumers in various ways which will allow them to be informed adequately on the multiple subtleties they must learn about to avoid unexpected charges and effectively manage their usage. And, maybe even to give them the necessary tools, when they exist, to promote competition by allowing a choice based on an honest comparison between offers.

## 5. SOLUTIONS IN CANADA

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At the moment, very few solutions have been adopted in Canada to allow the consumers to be adequately informed and tooled up to understand and effectively manage their mobile Internet access services. However, during the last years, some legislative changes were adopted to protect more adequately consumers of wireless services, in general.

Québec, Manitoba, Newfoundland and Nova Scotia (and Ontario soon) have modified their consumer protection statutes to legislate with more severity the contractual agreements proposed and concluded by telecommunication service providers. We present a quick overview on the recent legislative changes that could affect the quality of the information related to mobile Internet<sup>161</sup>.

Besides the changes brought to the Provincial laws, the Canadian Radio-television and Telecommunications Commission (CRTC) has launched calls for observations in 2012 and 2013 to implement new regulations applicable to wireless service providers. A Code of conduct of mandatory application for WSP will be enforced soon.

In the current section, we address relevant solutions that were already adopted by provincial legislators, such as multiple regulation changes intended by the CRTC. Before the application of the Code, wireless services were the subject of no regulation by the CRTC. With this new initiative, the CRTC, even if didn't officially questioned the fact that wireless services are competitive, seems to have found gaps in the present market, and wishes to implement some provisions to better protect the consumers. It, thus, followed suit with several foreign regulatory authorities, in particular, the FCC and ACMA.

### 5.1 PROVINCIAL CHANGES: ADOPTION OF EQUIVALENT PRINCIPLES

On the provincial level, numerous bills were adopted to update certain consumer protection statutes to include provisions that concern wireless service providers, in particular. Sometimes, new changes were only aimed at telecommunication companies and more specifically, services offered via cellular phones. If these changes raised the anger of the WSP or associations representing some of them, and condemned the situation they qualified as real "patchwork"<sup>162</sup>, for provincial laws and rules that will may make telecommunication contracts more complex and generate higher prices, in addition to confusing consumers, it didn't stop various provincial legislators to go ahead with the adoption of laws to better protect wireless service users.

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<sup>161</sup> Other laws and regulations may impact Canadian telecommunication companies, in particular, the Competition Act, that governs, to a certain extent, advertising material. However, we chose to focus on frameworks that specifically aim to safeguard the interests of consumers.

<sup>162</sup> Several providers tried to force the CRTC to take a position on the issue and to impose a set of rules that would put an end to the application provincial laws to wireless service providers. A Section explains the position of the Canadian Wireless Telecommunications Association in the wings of CRTC's public hearings on the implementation of a mandatory Code of conduct for wireless service providers. We will return to the CRTC's reply to industry demands later on.

**HOFFMAN, Perry.** "Provincial Rules Patchwork would only boost costs for Canadians", CARTT, Hamilton, Ontario, Canada, February 12, 2013.

[En ligne] <http://www.cartt.ca/news/15077/Cable-Telecom/Wireless-Code-Provincial-rules-patchwork-would-only-boost-costs-for-Canadians.html> (page visited on May 14, 2013).

If each of the provincial laws include some particular wordings or requirements and the harmonization is not perfect, they each aim at: limiting the anticipated cancellation fees (all formulated about the same way), to regulate the renewal or unilateral contract modifications, in addition to imposing information standards in telecommunication contract. The objective, here, is not to recall all the changes in provincial laws on consumer protection; we rather focus on the new rules that may more specifically affect mobile Internet and the information that must be provided by the provider.

### 5.1.1 Measures provided for by Québec laws

The Québec legislator was the first one to adopt provisions that are aimed, in particular, at wireless service providers<sup>163</sup>. The most recent changes that apply to these companies were adopted on June 30, 2010, and more specifically deal with contracts involving sequential performance of services provided at a distance.

The recent changes were not done in Québec by adopting new laws, but rather by adding new provisions to the Consumer Protection Act (CPA), that include a coherent set of rules that govern consumer contracts, in addition to legislating on certain commercial practices. The CPA stands out from laws that were adopted by other Canadian provinces, since it keeps conventional wordings and that it doesn't include, for now, terms or specificities that are aimed specifically at wireless service providers (the law doesn't refer directly, for example, to voice services, text messaging or mobile data, contrary to these in other provinces). This means, therefore, that all provisions also apply to wireless services. For this research, we will isolate certain general principles that are part of Québec civil law and that may be of interest for the study of mobile Internet, and most particularly, those that could be referred to that relate to problems raised by consumers. We will seize the occasion<sup>164</sup> to quote some sections from the Civil Code of Québec<sup>164</sup> (CCQ).

The review of the literature as well as our survey revealed consumer dissatisfaction when facing surprise bills that may be generated by the use of mobile data, in particular after data transfers that occur without their knowledge. That situation was reported in Canada as well as abroad.

Are providers lacking transparency if they don't disclose clearly upon purchase or particularly on contracts, that devices have access to mobile data by default or that they may consume background data at the expense of the users?

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<sup>163</sup> As well as other types of companies, in particular alarm system providers and cable licensees. Consumer Protection Act. L.R.Q. Chapter P-40.1.

See: **PARLIAMENT OF QUÉBEC**. Consumer Protection Act. L.R.Q. Chapter P-40.1, SECTION VII, Section. 214.1 ss. [online] available on the Publications du Québec Web site

[http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/P\\_40\\_1/P40\\_1\\_A.html](http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/P_40_1/P40_1_A.html) (page visited on May 14, 2013).

<sup>164</sup> **PARLIAMENT OF QUÉBEC**. Civil Code of Québec. LRQ, c C-1991. [Online] Available on the Publications du Québec Web site

[http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/CCQ\\_1991/CCQ1991\\_A.htm](http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/CCQ_1991/CCQ1991_A.htm) (page visited on May 14, 2013).

Sections 228, 230 and 12 of the CPA, which require a certain form of transparency, could likely apply to these situations where consumers may not have been advised of the operation of mobile Internet, consequences linked to exceeding the usage limit (if such is the case) and to the prices applicable on the use of mobile Internet in Canada and abroad.

*228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer*

*230. No merchant, manufacturer or advertiser may, by any means whatever a) charge any sum whatever for any goods or services that he has sent or rendered to a consumer without the consumer having ordered them;...*

*12. No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.*

At time of writing, we had already learned that some wireless service contracts concluded after June 30, 2010, didn't clearly show some of the fees that may apply, in particular, mobile data billing by usage or roaming data fees. Some of these contracts referred the consumer to a Web site where they can find additional information on applicable fees. It seems that some providers don't necessary offer comprehensive information on all prices that may be applicable. Furthermore, the field information that we possess seems to indicate that it is rather exceptional for the consumer, at the moment of purchase, to be informed on the high charges that may generate data and roaming fees. To this end, it is possible that Section 1435 from the Civil Code of Québec may also be relevant:

*1435. An external clause referred to in a contract is binding on the parties. In a consumer contract or a contract of adhesion, however, an external clause is null if, at the time of formation of the contract, it was not expressly brought to the attention of the consumer or adhering party, unless the other party proves that the consumer or adhering party otherwise knew of it.*

The CPA provides that when contracts are signed at a distance, certain information obligations imposed to the provider to particularly offer this information before the conclusion of the agreement. Here are a few relevant passages from Section 54.4:

*54.4. Before a distance contract is entered into, the merchant must disclose the following information [...]*

*e) an itemized list of the prices of the goods or services that are to be the object of the contract, including associated costs charged to the consumer and any additional charges payable under an Act, [...]*

*g) the total amount to be paid by the consumer under the contract and, if applicable, the amount of instalments, the rate applicable to the use of an incidental good or service and the terms of payment; [...]*

*l) any other applicable restrictions or conditions.*

*The merchant must present the information prominently and in a comprehensible manner and bring it expressly to the consumer's attention; in the case of a written offer,*

*the merchant must present the information in a manner that ensures that the consumer is able to easily retain it and print it. (Emphasis added)*

The CPA seems, sometimes, to provide more flexibility on written contracts with regards to sequential performance for a service provided at a distance<sup>165</sup>. Section 214.2 lists all the information that has to be disclosed in the contract. Among the elements that are mandatory:

*d) a detailed description of the service or of each of the services to be provided under the contract;*

*e) the monthly rate for each of the services to be provided under the contract, including the monthly rate for any optional services, or the monthly cost if the rate is calculated on a basis other than a monthly basis;*

*f) the monthly rate for each of the associated costs or the monthly cost if the rate is calculated on a basis other than a monthly basis; [...]*

*h) any restrictions on the use of the service or services as well as the geographical limits within which they may be used; [...]*

*n) the manner of easily obtaining information on the rate for services that are not provided under the contract, and the rate for services that are subject to restrictions or geographical limits as mentioned in subparagraph h;*

*(Emphasis added)*

There is no indication that the wireless service providers don't comply with Sections 54.4 and 214.2. In fact, suppliers usually provide the information related to applicable charges in their contracts, or give consumers the ways to find out about this information. It is worth noting, however, that it may occur from time to time that such flexibility – the possibility to *only give the way to easily access information* – may adversely affect the consumer. For example, optional services, roaming or usage fees, in particular, are, of course, not always written out in full in a contract. However, some of these charges may quickly be billed, if the consumer doesn't precisely understand how his/her device works. While mobile Internet becomes more and more popular, we wonder if the growing complexity of wireless services, its functioning and pricing, are not a signal indicating that some provisions in the CPA have to be explained to clarify the way the consumers' right to be informed must be specifically applied. If it is true that the providers inform consumers on the monthly price of a plan or option as well as the monthly usage limit, should we also provide an obligation to give more complete explanations on usage limits of a service and the excess fees? Should we provide a systematic notification on fact that some usages may generate a rapid excess of usage limits, in which case extra fees are applicable? Should we provide clearer information to the consumer on the range of fees that may be applicable to the use of mobile Internet? Such a possibility seems to us, at the very least, logical and in compliance with the intention expressed by the legislator.

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<sup>165</sup> Newfoundland and Labrador seems, on the contrary, more severe for indications provided in the contract as for pre-contractual disclosure.

The CPA provides numerous other Sections aimed at framing the quantity and accuracy of information presented by merchants. Some particular provisions prohibit merchants to charge, for goods or services, a higher price than that advertised or charge for goods or services without the consumer having ordered them (Sections 224 c) and 230 CPA. A provision of general scope prohibits any misleading representation: “219. No merchant, manufacturer or advertiser may, by any means whatever, make false or misleading representations to a consumer.” A misleading representation will be determined by taking into account, particularly “the general impression it gives, and, as the case may be, the literal meaning of the terms used therein” (218 CPA). The designation “unlimited” for services providing limits may truly, among other things, be attacked in accordance with that provision.

Section 228 of the Act prohibits merchants from failing to mention an important fact. Could the fact that access to mobile data is activated by default on smart phones be interpreted as being an important fact within the meaning of the CPA Act, considering that the lack of awareness of that fact may generate for the consumers unexpected charges? Could the fact that some devices use data transfer without the knowledge of the consumers, that may cause an excess of the usage limit or generate unpredicted charges may a matter of remedy based on these provisions?

In our desk study, we briefly addressed prepaid services and the diversification of the terms and conditions of these services, which may be quite complex for consumers to understand how they must pay these types of services and in what circumstances the imposing of extra fees (compared to a service interruption) may be justified. It might be relevant to ensure that the CPA covers prepaid services for consumers, who hardly have any protection against mandatory information. We refer to Section 187.2, in particular:

*Before entering into a contract for the sale of a prepaid card, the merchant must inform the consumer of the conditions applicable to the use of the card and explain how to check the balance on the card. If the information required under the first paragraph does not appear on the card, the merchant must provide it to the consumer in writing.*

It is worth noting that the use of prepaid services does not necessarily imply the physical redemption of prepaid credit, these transactions may generally be realized electronically, by direct debit. Therefore, how will users be protected from prepaid services if they don't use the classical way of payment, the only one that is the object of explicit mention of the law?

The following Sections don't specifically concern the information provided to the consumers, but, since numerous consumers, in the framework of our survey, have complained about the high fees of mobile Internet usage and roaming data fees, we questioned the Québec legislation Sections that may be invoked to dispute such fees.

First, it is worth noting the relevance that may be represented in these situations by Section 8 of the CPA and Section 1437 of the Civil Code of Québec:

*8. The consumer may demand the nullity of a contract or a reduction in his obligations thereunder where the disproportion between the respective obligations of the parties is so great as to amount to exploitation of the consumer or where the obligation of the consumer is excessive, harsh or unconscionable.*

*1437. An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced. An abusive clause is a clause which is*

*excessively and unreasonably detrimental to the consumer or the adhering party and is therefore not in good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.*

The wording of these provisions is still very general and their interpretation, and their possible application to these problems, has to be clarified by the courts. In fact, they might just have the opportunity since these Sections have been quoted in a class action lawsuit filed by a Montréal firm concerning, most specifically, roaming fees that were judged too high by the claimant<sup>166</sup>.

Among other complaints from consumers, there are those dealing with the fact that usage limits they have to respect to use mobile Internet, significantly limit the possibility to fully benefit from the service offered. This brings us to question the possible applicability of safeguards prescribed by CPA:

*41. The goods or services provided must conform to the statements or advertisements regarding them made by the merchant or the manufacturer. The statements or advertisements are binding on that merchant or that manufacturer.*

*42. A written or verbal statement by the representative of a merchant or of a manufacturer respecting goods or services is binding on that merchant or manufacturer.*

It might seem difficult to apply Section 37 to the wireless services situation (since it seems to apply only to goods and not services)...

*37. Goods forming the object of a contract must be fit for the purposes for which goods of that kind are ordinarily used.*

But the fact remains that wireless services and goods associated with these services cannot be separated. It may, thus, be relevant to rethink that Section in a way where several goods cannot unfortunately be used to their full potential because of restrictive usage limits that are often associated with them.

Since several service providers regularly promote the speed and the quality of their mobile network, the fact that certain usage limits associated with the plans seem to restrain some consumers to fully benefit from the multiple possibilities of their devices might be considered as a violation of the safeguards in the CPA legislation. In fact, if a consumer decides to buy a smart phone because he/she read in a provider ad that mobile data provide fast and secured access to the Internet, wherever he/she is, can the unpredicted fees generated by the use of mobile data after exceeding the allocated limit, stop the consumer from fully benefitting from his/her device? Does the service really comply with the information provided in an advertisement? In short, can the device be truly used for what it is supposed to do according to the service provider advertising and promotional documents, whatever the usage limit imposed by the provider?

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<sup>166</sup> **BERGERON, Maxime.** "Un recours collectif se dessine contre Bell, Telus et Rogers", La presse, Montréal, Canada, January 11, 2013. [Online] <http://affaires.lapresse.ca/economie/canada/201301/11/01-4610303-un-recours-se-dessine-contre-bell-telus-et-rogers.php> (page visited on May 9, 2013).

### 5.1.2 Changes brought to the provincial consumer protection legislations

Following changes to the Québec Consumer Protection Act in 2010, several other provinces have, each their turn, done the same to try and frame some contractual aspects of mobile telephony. Rather than underling differences between various provincial laws, we will focus on the provisions that seem particularly relevant for users of mobile Internet. In fact, the modifications brought to Consumer Protection Acts in Manitoba, Newfoundland and Labrador, Nova Scotia and Ontario, all include some provisions that are different from the approach of the Québec legislator, but which are just as interesting.

It is worth mentioning that the CPA covers, on the one hand, all consumption contracts and that the modifications brought to its section on contracts involving sequential performance; on the other hand, the telecommunication contracts, but also all other types of contracts involving sequential performance for a service provided at a distance. This was not the approach selected by provincial legislators; some preferred to adopt provisions that specifically relate to wireless telephony.

Of course, if the need to clarify the information provided to wireless telephony consumers is particularly important, since the latter have attempted to understand service offers that were more diversified and complex than the majority of telecommunication service offers, it is worth mentioning, however, that the need to clarify the information related to usage limits, prices and applicable conditions is also valid for the plans and data options. That being said, we will focus, for our analysis, on certain provisions that may apply to wireless telephony as well as data plans, in the broad sense, without taking too much time on the technicalities of the approaches chosen by legislators on the scope and application of the laws.

First, it is worth mentioning that provincial laws have framed and detailed the information that has to be provided to consumers in various contexts, in particular, the information to appear in a contract and the information to be disclosed to the consumer before the conclusion of a contract.

Some legislators have chosen similar approaches to Québec's for the information provided in a wireless contract. However, some provisions prescribed by other provinces include more meaningful obligations than these found in Québec legislation. Laws in Manitoba and Newfoundland and Labrador include, for example, among the elements that have to appear in a contract, certain information obligations relative to the price of mobile Internet. In fact, the law in Manitoba, for example, explicitly requires a mention of usage limits, a mention of the amount of possible excess data fees and a way for the consumer to obtain more detailed information on these, in addition to information how the charges related to the services payable to the usage (optional services) will be calculated<sup>167</sup>.

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<sup>167</sup> **PARLIAMENT OF MANITOBA.** The Consumer Protection Amendment Act (Cell Phone Contracts) (S.M. 2011, c. 25), Laws of Manitoba, June 16, 2011. [Online] <http://web2.gov.mb.ca/laws/statutes/2011/c02511e.php> (page visited on May 22, 2013).

185 (1) a supplier must ensure that the following information is set out prominently and in a clear and understandable manner, satisfactory to the director, on the beginning page or pages of a contract: [...]

(i) a statement of the maximum usage of any of the base services before the customer will become liable for costs not included in the minimum monthly cost ("additional use charges"),

(ii) a description of any restrictions on the base services — including, without limit, restrictions relating to time of day, day of week or geography — that will result in the customer becoming liable for costs not included in the minimum monthly cost,

(iii) the manner in which the customer can obtain further details on the base services and their costs and restrictions;

h) rates for any additional use charges referred to in sub clause (g)(i) — which may include, without limit, rates for additional minutes or **additional data usage** — and information on how the customer can obtain further details on these rates;

i) a description of any cell phone services available under the contract that the customer may opt to use, but that are not included in the calculation of the minimum monthly cost ("optional services"), including, without limit,

(i) an explanation on how the cost of each optional service will be calculated,

(ii) a description of any restrictions on the optional services that will result in an increase in cost to the customer for the use of these services, and

(iii) the manner in which the customer can obtain further details on the optional services and their costs and restrictions;

(Emphasis added)

The Consumer Protection Act in Newfoundland and Labrador provides for similar explicit obligations for information that has to be disclosed in a distance contract copy: obligation to specify usage limits, since some roaming fees may be billed, and information on usage fees<sup>168</sup>.

35.2 (1) A supplier shall disclose the following information to a consumer:

[...]

(f) the total amount the consumer must pay each month;

(g) the applicable restrictions on the use of the services and the geographical limits, including local service coverage areas, long distance areas and roaming areas, within which they may be used; [...]

(q) rates for exceeding usage limits, where applicable; [...]

(t) with respect to distance service contracts for cell phones

(i) notification that roaming charges may apply,

(ii) notification of the number of included airtime minutes and **data usage**, where applicable, and

(iii) per use charges for incoming text messages, emails, and subscription text messages, where applicable; [...]

(w) a statement that unauthorized or incorrect charges will be reversed within 30 days of notification by the consumer to the supplier.

(Emphasis added)

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<sup>168</sup> PARLIAMENT OF NEWFOUNDLAND. AN ACT RESPECTING CONSUMER PROTECTION AND BUSINESS PRACTICES, SNL2009 CHAPTER C-31.1, House of Assembly, St John's, Newfoundland, Canada, December 1, 2009. [Online] [http://assembly.nl.ca/legislation/sr/statutes/c31-1.htm#35\\_2](http://assembly.nl.ca/legislation/sr/statutes/c31-1.htm#35_2) (page visited on May 23, 2013).

The Consumer Protection Act in Nova Scotia was also updated recently with general regulatory provisions, the obligations concerning the information related to optional services that have to be added to the contract. These additions to the regulations are closer to the inclusive approach used in Québec<sup>169</sup>.

*Description of optional services*

*... the description of optional services must include all of the following:*

*(a) for each optional service that the customer agrees to subscribe to at the time the contract is entered into*

*(i) a description of the optional service,*

*(ii) an explanation of how the cost of the optional service will be calculated, and*

*(iii) a description of any restrictions on the optional service that will result in an increase in cost to the customer for the use of the optional service;*

*(b) the manner in which the customer can obtain further details on the optional services subscribed to and the costs and restrictions of these services;*

*(c) the manner in which the customer can obtain details on any optional services in addition to these subscribed to and the costs and restrictions of these services.*

The Ontario government also presented a new bill to better protect wireless consumers. The bill had still not been presented in first reading at time of writing. The government, however, announced that it will prescribe the obligation for providers to inform the customers on the inclusions to the plan, on the services that may generate extra charges, and on the limits and exclusions of these options. Companies will also have to provide information on roaming fees and their mode of calculation<sup>170</sup>.

Finally, it is worth mentioning that a few provincial laws prescribe precise provisions that prohibit merchants to bill services that the consumer never solicited.

### 5.1.3 Regulation: from the contract to the service

It must be concluded that the provincial legislators were aware of the growing number of problems related to mobile telephony when they started to bring changes to their respective consumer protection laws, acting within their contractual competency against the irritants observed. In that way, the provincial laws include new requirements about consumption contracts, where information has to be disclosed in offers as well as in contracts. Some legislators more explicitly require a minimum standard of information on mobile Internet, on its usage limits, on optional services or roaming, in addition to providing an interdiction for providers to expect the consumer to pay for services he/she never solicited or used. But, all those who took action are trying to force providers to provide the maximum reliable and complete information, at least on the important elements of the offer or the contract. Unfortunately, it seems that the absence of explicit obligations related to mobile Internet, and more specifically on the usage limits in some cases, information levels are extremely variable.

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<sup>169</sup> **PARLIAMENT OF NOVA SCOTIA.** Cellular Telephone Contract Regulations, N.S. Reg. 59/2013, Nova Scotia, Canada, March 26, 2013. [Online] available on the Registry of Regulations' Web site <http://www.gov.ns.ca/just/regulations/regs/cpcellular.htm> (page visited on May 23, 2013).

<sup>170</sup> **MINISTRY OF CONSUMER SERVICES.** "Strengthening Protections for Wireless Consumers 2, Ontario Government, Ministry of Consumer Services, Toronto, Ontario, Canada, no date. [Online] <http://news.ontario.ca/mcs/en/2013/04/strengthening-protections-for-wireless-consumers.html> (page visited on May 26, 2013).

The CRTC, who has the necessary competencies to take action on the supply of telecommunication services and impose service conditions to the WSP, has also looked at the numerous issues related to telephony and mobile data. With its solid powers, it began to fight some of these problems.

#### **5.1.4 Codes of conduct in Canada**

##### **A) INDUSTRY CODE OF CONDUCT**

In Canada, there is already a Code of conduct on wireless services. In fact, the Canadian Wireless Telecommunications Association (CWTA) adopted a new voluntary Code of conduct in 2009<sup>171</sup>. It includes some information standards particularly: when offering consumers at points-of-sale or on the Internet, information on the basic prices of the plan, inclusions to the plan, additional charges for data usage, and notification when roaming fees may be effective in Canada and abroad. Furthermore, upon concluding an agreement, the provider has to disclose “all applicable charges, their billing frequency, what they represent and how they are calculated<sup>172</sup>.”

These requirements, some in provincial consumer protection laws, are, on some points, far below the content of the codes of conduct adopted by the wireless industry in the United States, or the Australian telecommunication industry. Furthermore, the CWTA Code consists of voluntary commitment from service providers; its application seems to be the subject of no oversight whatsoever. We, in fact, found no specific statistics about consumer complaints about providers that don't respect the principles in the Code. Neither does the Association have any power to sanction eventual wrongdoers.

##### **B) MANAGEMENT TOOLS: SUMMARY OF OFFERED SERVICES**

Contrary to the request made in the United States and Australia, the Code of conduct of the Canadian industry has not undergone any review aimed at prescribing specific obligations for usage management tools. Several providers have, nevertheless, put usage management tools in place that are not necessarily uniform from one provider to the other. To understand the concerns of the CRTC in this regard, we will briefly overview the tools that were offered before implementation of the wireless services Code.

First, it is worth mentioning that the majority of service providers provide a report on the usage of mobile Internet that is updated regularly, and is available to users when they open a personalized session on their provider's Web site. The latter, most of them, also provide mobile apps (or other means<sup>173</sup>) allowing the consumer to have access to this report and usually to make changes to their services.

In addition, the majority of providers offer notifications sent by text message about the use of mobile data. The time when these notifications are sent may vary. For example, currently, Bell sends a notification when the consumer reaches 90% of his/her usage limit; Rogers, when the

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<sup>171</sup> **CWTA.** Canada's Wireless Service Providers Further Commitment to Customer Service Excellence with New Code of Conduct, CWTA, Ottawa, Ontario, Canada, September 1, 2009. [Online] <http://cwta.ca/blog/2009/09/01/canada%E2%80%99s-wireless-service-providers-further-commitment-to-customer-service-excellence-with-new-code-of-conduct/> (page visited on May 21, 2013).

<sup>172</sup> **CWTA.** Code of Conduct, ACTS, Ottawa, Ontario, Canada, August 13, 2009. [Online] <http://cwta.ca/fr/for-consumers/code-of-conduct/> (page visited on May 7, 2013).

<sup>173</sup> Some suppliers offer, for example, the information on demand, by text message or by automated phone service.

user reaches 75% and 100% of his/her usage limit, whereas Telus sends a text message at 75% and 95% of usage, or when the consumer uses services payable at usage, when the usage charges reach \$10, and \$50.

Most providers also send text message notifications when a consumer enters a roaming zone, indicating usually the applicable roaming fees; here again, the level of comprehensiveness of the information seems to vary from one provider to another. One provider goes a little further than the others; it says that it uses a limit mechanism that allows usage of mobile data from \$200 of roaming usage to be blocked, unless the consumer explicitly indicates in a text message that he/she wishes to keep on usage. The provider again confirms that the consumer wishes to continue to use the service many times when he/she reaches new spending thresholds.

A spending limit may also be imposed by some providers as a substitution to a deposit requirement. In all cases, when a consumer reaches a certain amount of unpaid usage, access to key functions of the phone is blocked, except for the access to emergency calls (911). Charges to reactivate the phone may be applicable.

We noticed that providers have started to offer usage management tools. This offer seems to have progressed in the last year. However, the tools offered are all different, and their advertising varies from one provider to the other, as indicated in our analysis on the documentation they offer.

The CRTC, in the Code of conduct it proposes, thought about standardizing the offer and to impose on providers the obligation to provide, free of charge, various usage monitoring tools, to give all consumers an equal chance to follow-up on their usage. We will return to this further on.

### **C) NEW CODE ON WIRELESS SERVICES**

It should be noted that the ACTS Code of conduct was not the subject of elaborate discussions during the proceedings that took place at the CRTC on the implementation of new rules in the wireless sector. Contrary to the United States, Canadian operators, during the public hearings at the CRTC, took a majority position in favour of a mandatory Code of conduct, without necessarily being in agreement with the proposed content. Some providers even contributed to launch the idea.

We indicated earlier that the main WSPs<sup>174</sup> are against the fact they have to comply with a set of provincial laws with regulations that are not necessarily identical in all points. This concern led providers to request that a set of federal rules be developed; this ideally would make the existing provincial laws inapplicable to the WSP. These concerns from companies were first expressed openly and in particular in a call for observations launched in the spring of 2012<sup>175</sup>. Several stakeholders did benefit from that occasion to underline some weaknesses of the Canadian wireless services and had identified sectors that may benefit from a regulation, in particular, extra charges on text messages and roaming fees.

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<sup>174</sup> That excludes new entrants on the Canadian market.

<sup>175</sup> Quoted in the 2012 telecom decision - 556.

**CRTC.** "Decision on whether the conditions in the mobile wireless market have changed sufficiently to warrant commission intervention with respect to mobile wireless services", CRTC, Ottawa, Canada, October 11, 2012, 9 pages, paragraph 10. [Online] <http://www.crtc.gc.ca/eng/archive/2012/2012-556.pdf> (page visited on May 23, 2013).

Following this consultation period, the CRTC concluded that the wireless services are competitive<sup>176</sup>, but that consumers don't have the necessary information to fully benefit from the services offered within the Canadian market. For this reason, the CRTC launched public hearings to implement a mandatory Code of conduct applicable to wireless service providers, based on the will to protect adequately the wireless service consumers, and to implement some standardized standards to this end. The Code of conduct announced by the CRTC is mandatory; the CRTC would, thus, be going further than the FCC, since it didn't express the intention to give the industry the responsibility to develop and apply these new rules.

***i) Information obligations in the contract***

The recent CRTC hearing was supposed to help determine the way the Commission should regulate to standardize information provided to wireless service consumers, in particular through contracts<sup>177</sup>. It is worth noting that the propositions from the Commission on the information that should be included in the contract would provide greater transparency on some key elements,

Among the elements that will more likely be included in the contract according the CRTC requirements: a description of services, the price of the total monthly charges, usage limits, if needed, the ways to obtain information on the charge payment by usage<sup>178</sup>, requirements that are almost similar to those provided in various provincial laws. Inclusion of the rules of a federal code would provide, of course, as mentioned by several stakeholders at the CRTC, implementation of service standards that would benefit all Canadian consumers. Regarding the rules that would cover subjects for which some provincial laws already ensure some protection, implementation would provide equivalent protection to residents of provinces in which no specific provincial legislation has been adopted. Some rules proposed by the CRTC may also lead to the stipulation of existing rules that appear in provincial laws, which are at times too vague, and thus, difficult to apply.

***ii) New in Canada: obligation to provide a summary of the offer***

Besides the obligation to include certain information in the contract, the Commission also opened the door to a set of additional relevant questions, several of them relating directly to the information provided to the consumer on mobile Internet. It is worth mentioning that addressing (modelled on what is done in Australia) a personalized summary of the information provided to consumers before the contract is signed that would include, among other things: the price of the monthly plan, its usage limits, optional added services and a mention to the effect that additional charges may be billed for the use or services that are not included in the plan, with a method of obtaining additional information on these charges. The summary would also include a section that reminds consumers of some of their rights and a description of the usage management tools offered by providers<sup>179</sup>.

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<sup>176</sup> *Ibid.* It is worth mentioning that one of the CRTC arguments was the growing popularity of wireless services offered by independent suppliers. However, at time of writing, rumours about the fact that some of those providers may be bought by Canadian empires.

<sup>177</sup> The CRTC seems to be interested in that approach, despite reservations from certain stakeholders, in particular the *Office de la protection du consommateur*.

<sup>178</sup> CRTC. "Telecom Notice of Consultation CRTC 2012-557-3", CRTC, Ottawa, Canada, October 11, 2012, Section D1.2 [Online] <http://crtc.gc.ca/eng/archive/2012/2012-557-3.htm> (page visited on June 18, 2013).

<sup>179</sup> *Ibid.* Section D1.4 of the Code.

**iii) Usage management tools and systematic information**

With this Code, the Commission also wishes to standardize the usage of management tools. In the Code's draft, the Commission proposed including the obligation for providers to provide a usage report on their Web site, send usage notifications by text messages free, for all services that include a usage limit (voice, text message and mobile data). Also, a proposal for the protection of consumers using a service not included in their plan should be included. According to the draft proposed by the Commission, the consumer would be notified by text message on the usage price of the service, when the customer uses it for the first time.

Notifications sent by text messages were also proposed for consumers who access a roaming network; these notifications were to mention the charges applicable in that zone for voice services, text messaging and data. The Commission also questioned the relevance of proposing a limit on excess charges of all types of services together, established at \$50. After reaching this limit, the consumer's services would be interrupted until the next billing cycle, or until the consumer accepts explicitly to pay some extra charges<sup>180</sup>. Therefore, the Commission opened the door to a question that was debated by multiple foreign regulators.

The Commission also questioned the relevance of addressing some additional obligations for suppliers, like deactivating the data access on phones when consumers subscribe to services that don't include and access mobile Internet. The Commission also proposed giving the consumer the possibility of deactivating on his phone, access to some optional services that may generate extra usage fees<sup>181</sup>.

**iv) Parties' replies to the proceedings**

Some provisions from the Commission received favourable response from an important proportion of the parties during the proceedings. The obligation to provide a usage report, which most of the key providers already do, was not the object of significant debates. The idea to offer a personalized information summary was also accepted by most parties during the proceedings. Some providers, however, asked for maximum flexibility on the content of this personalized summary; also insisting on the fact that the obligation to give a summary would come only after conclusion of the contract. Some asked that the obligation to allow for such a summary applies only on the consumer's express request. Several consumer defence groups, however, insisted that standardized information may be provided rather to all consumers before concluding the contract, so they may shop more easily for their wireless services. This last approach corresponds to the model adopted in Australia.

Proposals on usage management tools received uneven response. It is worth saying that suppliers generally agreed with the idea to offer notifications by text messages for the use of mobile Internet, but, some were rather unconformable with the idea to do the same for other services submitted to usage limits, on the grounds that some of these tools would be expensive or difficult to implement, or simply because the consumers, according to some industry representatives, don't want to receive as many notifications<sup>182</sup>.

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<sup>180</sup> **CRTC**. "Telecom Notice of Consultation CRTC 2012-557-3", *op. cit.* 178, Section D5.2 of the Code.

<sup>181</sup> *Ibid.*

<sup>182</sup> That notice was sent by the ACTS as part of their final written observation submitted to the Commission on March 1, 2012.

**CANADIAN WIRELESS TELECOMMUNICATIONS ASSOCIATION**. Re: Telecom Notice of Consultation 2012 - 557 Proceeding to establish a mandatory code for mobile wireless services – Final written comments, CRTC, Gatineau, Canada, March 1, 2013, 12 pages. [Online] <https://services.crtc.gc.ca/pub/ListeInterventionList/Default-Default.aspx?en=2012-557&dt=f&lang=e> (page visited on May 23, 2013).

The proposed tool in the Commission's draft that was, by far, the topic of the greatest controversy was the obligation to offer a tool that would limit exceeding fees. This idea was first presented by some stakeholders during the proceedings. It was inspired by the European model implemented to limit mobile Internet fees in roaming<sup>183</sup>. Following that, other groups raised the idea that such a tool may be relevant for all wireless services that may generate excess usage fees<sup>184</sup>. All consumer defence and public interest groups were in favour of such a management tool, that it should be implemented to manage excess fees in general or only to manage roaming fees. Service providers, on their part, opposed the proposal, some indicating that it was not worth it to invest money in tools that consumers would find annoying (even though a service provider already offers this type of tool to limit excess fees generated with the use of a roaming network<sup>185</sup>).

Finally, it is worth noting that if the objective of some stakeholders was to find a way to substitute the federal code from the provincial consumer protection laws, the Commission, for its part, proposed rather a clause that would confirm the peaceful coexistence of the rules dictated by various proceedings:

*A4. The Wireless Code is to be interpreted in favour of the consumer and must not be interpreted in a way that prevents a consumer from benefiting from any other federal or provincial law or regulation which is more favourable to the consumer.*<sup>186</sup>

We notice, however, that the approach proposed by the Commission, if it constitutes without a doubt a thorn in the side of the main wireless service providers, is similar to the one that was prescribed and included in Section 1.1.7 of the Australian industry's telecommunication service providers Code of conduct. That approach also complies with the concerns raised by several consumer groups who participated in the proceedings, who argued for coexistence of available remedies for consumers and also claimed the dangers of reducing the scope of provincial laws, which contrary to the "medication" provided via the CCTS, allow for the collective defence of consumer rights<sup>187</sup>.

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<sup>183</sup> The Public Interest Advocacy Centre made part of the public record its research on data and roaming fees. **PIAC**. Consumers and Wireless Data Roaming Fees, PIAC, Ottawa, Canada, December 10, 2012, 62 pages. [Online] [http://www.piac.ca/telecom/canadian\\_consumers\\_expect\\_better\\_protections\\_for\\_international\\_roaming\\_fees/](http://www.piac.ca/telecom/canadian_consumers_expect_better_protections_for_international_roaming_fees/) (page visited on May 23, 2013).

<sup>184</sup> N.B.: This was the case for Union des consommateurs which raised this concern in some of its submissions. Our main concerns are available online.

**UNION DES CONSOMMATEURS**, *Allocution prononcée par Sophy Lambert-Racine devant le Conseil de la radiodiffusion et des télécommunications canadiennes*, Monday, February 11, 2013 et *Observations finales, remises au Conseil de la radiodiffusion et des télécommunications canadiennes*, Union des consommateurs, Montréal, Canada, February 11, 2013, 40 pages. [Online] <http://uniondesconsommateurs.ca/wp-content/uploads/2013/02/120210-UC-CRTC-observations-F3.pdf> (page visited on June 4, 2013).

<sup>185</sup> **RENNIE, Steve**. Rogers, "Telus urge telecom watchdog to scrap proposed cap on data usage", Maclean's, Toronto, Canada, February 12, 2013. [Online] <http://www2.macleans.ca/2013/02/12/rogers-telus-urge-telecom-watchdog-to-scrap-proposed-caps-on-data-usage/> (page visited on May 23, 2013).

<sup>186</sup> **CRTC**. "Telecom Notice of Consultation CRTC 2012-557-3", *op. cit.* 178, Section A4 of the Code.

<sup>187</sup> N.B.: *Union des consommateurs*, the *Service de protection et d'information du consommateur* and the Samuelson Glushko Canadian Internet Policy and Public Interest Clinic, as well as some recent entrants to the wireless service market have defended the relevance to conceive an applied Code of conduct complementary to the existing provincial laws. All stakeholders' submissions are available on the CRTC Web site, telecom file 2012-557.

## CONCLUSION

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The Internet is used by the entire population, not only to surf the “information highway”, but also to download the most diverse contents to exchange with family and friends, and to watch streaming videos and movies, etc. For many consumers, the Internet has a huge potential, because it could replace all traditional communication services. A privileged mode of communication and universal content platform, an ever-growing number of consumers wish from now on to access it anytime and anywhere.

Telecommunication service providers depend on the revenue generated by the Internet access services by mobile network, which now extends beyond, according to some estimates, the profits generated by phone calls. Mobile Internet is definitely the new black gold for WSPs and they are very conscious of it. Of course, Canadian consumers don't use their mobile device as frequently as the French or the Americans, but their smart devices are used by a proportion of fast-growing users. In fact, rare are consumers now who want to buy a mobile device with the intention of only using the phone functions.

To the contrary, consumers who buy this type of device which provides access to mobile Internet are most probably seduced by these extended functions, without knowing, however, in many cases, what these extended functions actually represent in terms of additional charges. Consumers that make the mistake, after purchasing their device, to only trust forecast tables from those providers they consulted to assess their needs, will soon realize the approximate nature of the information disclosed to them upon purchase. Huge bills or exceeding the limits faster than expected might as well be their reality.

The fact that access to the Internet is offered via mobile networks by providers for the past years doesn't guarantee a satisfying knowledge of services by consumers. In fact, the popularity of these services is quite recent, followed closely by smart devices. An important proportion of consumers still have a limited knowledge on the operation of mobile Internet and its pricing modes. Furthermore, some of the consumers' basic notions on the traditional Internet access services, that is, by wire or cable network, simply don't apply to the usage of a mobile device and a cellular network. In fact, these services are currently a lot more expensive and subject to usage limits which are at times too restrictive than the residential Internet access services. The conditions of usage, different and more restrictive, may generate surprise charges; consumers sometimes have difficulty understanding what usage limit is exactly, and what they can do to avoid exceeding that limit.

Our survey seems to indicate that consumers count most often on the various telecommunication service providers to obtain information on mobile Internet. In all cases, the information provided online is by far the most consulted when consumers shop for their smart devices and their wireless services.

Unfortunately, no single source is ideal for the consumer. In fact, users, here and elsewhere, showed their dissatisfaction on the information provided to them. Even for those who are used to using such extended services, some basic information on mobile Internet is still now well known. For us, it seems evident that the lack of consumer information and the scarcity of reliable and comprehensive resources at their disposal don't allow them to fully benefit from a service that is transforming the Internet access services market.

Our field research outlined the numerous difficulties that consumers may encounter when they are looking for information on various services and on the available plans and their conditions of usage. In fact, not only is the degree of understanding of the information offered quite variable from one provider to the other, from one means of communication to the other, even from one page to the other, but we have also noticed that important information for the consumer is displayed and spread in a disorganized way, which reduces its accessibility and possible comparisons. Information on the terms and conditions, or on fees, is often confined to sections that are not easily or spontaneously accessible. Documents explaining the proposed usage limits give only approximate information on a service that is extremely complex to understand. Furthermore, when information management tools are available, their advertising is often insufficient to allow consumers to learn the ways how to effectively manage their expenses.

Even if providers multiply their initiatives to better inform consumers on the operation of mobile Internet, we have to conclude that that information is often confined to some sections less visible or not, that will not be consulted spontaneously by a consumer before he/she buys a device or starts to use mobile Internet. However, some information on the operation of mobile Internet seems essential, since the impact of consumers' lack of awareness on the speed at which usage limits imposed by providers will be reached by the user, and on the charges that could be billed to them.

Besides the problem of physical accessibility of information, we also note an accessibility problem to the vocabulary used. The terminology proper to wireless services is not necessary well-controlled by consumers, who request, in a significant number how to standardize the terms used by providers. Finally, it is worth mentioning that in some cases, consumers indicated that they don't trust providers. This mistrust may be from being cautious. Our field study showed that it could be difficult to find neutral, objective information from providers that do not only include sales arguments.

It is worth noting that providers are the masters of services they offer and the ways of pricing them; wireless services are still largely deregulated in Canada. That freedom also places substantial accountability on them. If they proudly display their various initiatives, some refuse to recognize any relevance to the idea of being proactive. According to them, it is the consumer's responsibility to get the information or to research the information they may need (even if they ignore what information they should get). Some of them said that the majority of consumers know how smart phones and wireless services work. The detailed results of our survey seem to rather demonstrate the opposite...

It is true, of course, that consumers also have the responsibility to get information. The WSP and the CRTC also expressed their views, but they recognized at various levels, the relevance to adopt new regulations aimed at standardizing the information provided to the wireless service consumers, thereby admitting that consumers don't currently have the means to be adequately informed about their wireless services.

Of course, the concerns raised here are not exclusive to Canada: our study demonstrated that they have also been raised abroad several years before Canada began to seriously question the best ways to inform the users of wireless services. It is a generally admitted fact that: consumers have a lot of difficulty effectively managing the use of such an abstract service as mobile Internet access within the limits that may seem to them to be just as abstract. So many factors may influence mobile data consumption. Legislators and regulators came to the conclusion that consumers absolutely need reliable tools to monitor their usage and avoid "shock bills".

Tools that were spontaneously proposed by the industry didn't fulfill the needs of all consumers; foreign regulators chose to standardize the various usage management tools. We observed that the standards adopted in the United States, Australia and Europe are quite uneven: if some favoured flexible measures that lean on the accountability of the service providers (U.S.A.), others rather came to the conclusion that rugged measures were being imposed: Europe imposes severe pricing regulation and Australia imposes particularly strict information obligations.

The spotlight is now focused on Canada where various stakeholders have shared a multiplicity of perspectives that tend to defend interests that despite what they say are really not the consumers'.

Various provincial legislators took a position on the issue and have updated their respective consumer protection laws to adapt to the wireless service providers' practices and to the particularities of that service that were the subject of numerous significant complaints. The CRTC Code of conduct will be effective soon. In all cases, there is no doubt that the solutions intended or adopted are only the first step of a reflection that will constantly need to be re-fed to follow the unbridled technological progress of the wireless service sector. Already, provisions that came into force in Québec some three years ago would have to be refreshed.

Consumer need for information on wireless services is multiple, since the present services are complex. Consumers need to obtain more information about the operation of smart devices, mobile Internet, pricing and on the ways to control their usage, as long as consumption limits are imposed. Therefore, the goal is ambitious for the industry, legislators and regulators. They will have to find the necessary balance in the measures that will be adopted to reduce the level of dissatisfaction of consumers. In addition, merchants will have, more than ever, to systematically offer consumers all relevant information about adequate operation of services, prior to the purchase of a device allowing access to a wireless network, before and after the conclusion of an agreement.

In all cases, the first steps already made by various legislators, regulators and members of the industry are going in the right direction. Our study, however, allowed some issues and problems to be addressed, as well as some innovative solutions that may be intended in Canada. We studied numerous solutions that were adopted abroad which are, however, quite recent and which will need to be studied again with hindsight in the coming years. However, the fact that Canada may take its inspiration from foreign measures, it may take the very best from every solution adopted to become a model in wireless service consumer protection.

Finally, other studies will need to be made to support the results of this research. In fact, we focussed our efforts most specifically on informative and promotional documents provided by telecommunication service providers, but deeper studies could be made on the information provided by other sources. A more detailed study of the information provided by smart device manufacturers, mobile app creators or even by independent information sources frequently consulted by consumers deserves to be realized.

Furthermore, we believe it is necessary to insist on the fact that issues related to usage limits are not the unique prerogative of mobile Internet access services. Solutions adopted here and elsewhere to better inform consumers should also take into account other services that may generate excess fees, in particular phone calls, text messaging, photo and video messaging, all types of services billed in roaming, etc.

Finally, if we observed some gaps on the information related to usage limits and terms and conditions of mobile Internet, we observed that lack of clarity and understanding of the information provided seem endemic in the telecommunications sector. Some research on subjects under control like mobile Internet will not allow the quality of the information provided in a global perspective to be evaluated. We consider it is essential to identify all the gaps in terms of information provided on telecommunication services, and more specifically on wireless services to find ways to enhance and clarify the information so that consumers may truly make informed decisions. It is, according to us, a *sine qua non* condition for positive reversal in the favour of telecommunication services consumers, who have, for too long, suffered the consequences of an anemic competition on which the regulators have unfortunately closed their eyes.

## RECOMMENDATIONS

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- Whereas, since they are counted by the Commissioner for Complaints for Telecommunications Services (CCTS), consumer complaints related to wireless services keep growing;
- Whereas, mobile Internet services access is growing in popularity among users;
- Whereas, mobile Internet services are an important source of profits for the Canadian WSP, and the average revenue generated by Canadian wireless services users is one of the highest in the world;
- Whereas, mobile Internet access plans with lower usage limits are those allowing providers to accumulate the most significant revenues;
- Whereas, Canadian consumers in general have difficulty understanding how mobile Internet services access works, what exactly their usage limit is, and how to monitor that usage;
- Whereas, some functions or apps may access mobile Internet without the knowledge of the user and generate excess charges;
- Whereas, consumers don't have enough tools allowing them to effectively monitor and control their usage;
- Whereas, various usage management tools are already offered or used by various Canadian and foreign providers;
- Whereas, the only arguments from the industry to reject additional protection measures for the users are financial arguments, and the technology allowing to implement these measures;
- Whereas, consumers must be able to compare offers that are presented by various providers;

### **Union des consommateurs recommends to the CRTC:**

1. To impose on service providers the obligation to inform consumers, before or after the conclusion of an agreement, that some functions or apps may access mobile Internet without their knowledge and generate excess charges, identify these functions and provide reference to a source that clearly explains how to limit that bandwidth consumption;
2. To impose on the service providers the obligation to offer consumers the opportunity to deactivate access to data on a new device;
3. To adopt the following measures as intended within the framework of the CRTC hearings on the wireless services Code, and impose on service providers:

#### ***Personalized information summary***

*3.1 A summary of the provider's offer, personalized according to the options chosen by the consumer, must be provided to the consumer before the conclusion of an agreement;*

*3.1.1 The personalized information summary has to be made available electronically or on paper, according to the consumer's preference;*

*The information provided in the personalized summary must be standardized, in its form as well as in its content, to facilitate consumer understanding of the different service offers. The personalized summary must include, in particular:*

- *The usage limit in the plan for the use mobile Internet;*
- *The price per megabyte of the Internet access, for the capacity included in the plan as well as for the additional megabyte or outside the plan;*
- *A comprehensive list of services payable by the user that is not included in the chosen plan, with their applicable fees;*

*An explicit mention that the usage fees in roaming are higher than the usage fees in a zone covered by the provider, for each service which fees are higher, with a way to easily obtain more information on the applicable charges;*

*- Comprehensive information on the usage monitoring management tools offered by providers;*

**Usage management tools**

*3.2 Service providers must provide all subscribers, in the listed situations, with the following usage notifications and usage management tools:*

*- A usage notification by text message for services that include a usage limit. Such notification, sent when the usage reaches x%, y%, and z% of the usage limit intended in the plan, must include the consequences related to the reach or possible excess of the usage: interruption of service or imposing of excess usage fees, amount of the excess charges, measures to undertake, when appropriate, to authorize the excess;*

*- A notification of the applicable roaming fee by text message, when entering a zone where these charges are applicable, or when entering in a zone where the charges are different;*

*- A notification by text message when a service not included in the plan is used for the first time, indicating the applicable charges for the use of that service;*

*- The limit of the excess charges for the services that include a usage limit.*

*The Commission has to ensure that usage management tools do not keep the user from dialing an emergency call (911), to receive calls or reach his/her service provider to reactivate his/her device;*

*The notifications must provide updated information and be available for the devices accessing mobile Internet via a cellular network by text message or email, for postpaid as well as prepaid services;*

4. To verify whether the usage management tools intended in the wireless services Code and offered on the market, are effective and meet the needs of consumers so that adequate modifications may be brought to the Code upon the time of review;

- Whereas, several foreign authorities have already found and adopted various solutions to minimize the risk of “bill shock”, by regulating some charges, or by ensuring that the provided information to consumers is complete and precise before purchase, as well as before and after the conclusion of an agreement.
- Whereas, foreign regulatory authorities have implemented initiatives to offer consumers information on wireless services to help them limit their excess usage fees;
- Whereas, the CRTC created, in 2012, the position of Chief Consumer Officer whose role is to better understand consumers concerns, particularly on research activities, and to bring them to the attention of the Commission;
- Whereas, no in-depth studies have been made on “bill shock” related to Canadian wireless services;

**Union des consommateurs recommends the CRTC:**

5. To give the Chief Consumer Officer the mandate to undertake in-depth studies on the level of knowledge of consumers on mobile Internet services access, on the level of understanding of Canadian wireless services offers and to bring to the attention of the Commission, the consumers’ understanding and information-related issues;
6. To determine, following the report to the Consumer Officer, measures that would be necessary to simplify the Canadian services offer, or to ensure that they are understandable for all users;
7. To give the Chief Consumer Officer the mandate to conduct more in-depth studies on the financial impact of unpredicted usage charges related to the use of wireless services, as well as on all factors that may generate for consumers surprise charges related to wireless services;
8. To ensure that Canadian consumers are offered neutral and comprehensive training on the functioning of mobile Internet access services and wireless services on usage limits and ways to limit charges related to these services;
  - 8.1 By imposing new information obligations to providers;
  - 8.2 By holding consultations for the implementation of a neutral and comprehensive comparison tool of wireless service offers and mobile Internet access, that would allow comparison of various offers from all providers according to common criteria to be undertaken, and determine what impartial and independent element would receive the mandate to produce and update that tool;

**Union des consommateurs recommends the Office of Consumer Affairs:**

9. To specify, complete and publicize its “Cellphone Choices for Canadians: A Practical Guide to the Canadian Cellphone Marketplace” document, so that consumers may easily obtain detailed information on the operation of mobile Internet on various wireless devices, and on the ways to manage their expenses related to the usage of that service;

- Whereas, service providers use various ways to inform consumers on mobile Internet and the information provided is often unclear;
- Whereas, differences in the terms used by the providers must uniformly qualify the services used for mobile Internet, and to quantify and calculate the usage of services which prevent consumers from adequately comparing the offers provided and effectively using the services they choose;
- Whereas, service providers are the privileged source of information for consumers who want information on mobile Internet;

**Union des consommateurs recommends the CRTC:**

10. To reflect on the relevance to ensure standardization of the terms used in the wireless service industry to qualify, quantify and calculate various services that may generate excess charges on wireless telephony and mobile Internet;
11. To consult Canadians, within the framework of this examination, on the terms used in the wireless services sector to ensure effective standardization;
12. To determine in what instance, if appropriate, standardization will be applied;

- Whereas, wrong billing generated by mobile Internet has become such an issue that several class actions were initiated on this issue abroad;
- Whereas, access to the Internet via a mobile network provides a very different surfing experience from one provided by a computer, and that companies in that sector may propose some contents at competitive rates, giving them a preference compared to all other content offered on the Web;
- Whereas, access to Internet in roaming generated an important number of complaints in Canada;
- Whereas, the possible regulation of these rates related to roaming was not addressed during the hearings that would have led to development of a Code of conduct for wireless services providers;

**Union des consommateurs recommends the CRTC:**

13. To verify how providers calculate the use of mobile Internet usage of the consumers, to ensure that the methods used don't generate overestimation and overbilling;
14. To confide to the Chief Consumer Officer a research mandate, and when appropriate and according to these recommendations, hold public hearings on the various pricing modes for the services using a mobile Internet access, and assess the impacts on the neutrality of the Net;
15. To launch a request for comments on the competition and roaming fees.

- Whereas, documents provided by service providers don't allow consumers to find information quickly on the operation and pricing of mobile Internet access services before buying a device or concluding an agreement;
- Whereas, documents offered by service providers to help consumers evaluate their needs, in particular, with the help of consumption tables or data calculators, alone are not enough to provide precise and exact information on a consumer's real usage of limited mobile Internet service access;
- Whereas, warnings from providers on unexpected charges that may be billed for mobile Internet usage or its activation by default are minimal;
- Whereas, some foreign authorities have imposed on service providers certain informational obligations for mobile Internet;
- Whereas, issues related to billing are the most frequent cause of complaints recorded by the CCTW;

**Union des consommateurs recommends wireless service providers:**

16. To simplify wireless services offers by reducing the prevalence of usage limits ;
17. To proactively offer new and former customers the most recent information on mobile Internet on how to manage their usage;
18. To adequately raise consumer awareness regarding their subscription to a service that provides access to mobile Internet, on the consequences of exceeding usage limits and also raise awareness of current customers when an agreement is modified or renewed;
19. To ensure that all usage limits, service conditions or applicable excess charges are explicitly indicated in promotional material, more specifically:
  - 19.1 To avoid that service restrictions or some mentions regarding additional charges appear only in less accessible or visible sections;
  - 19.2 To provide, in each information brochure and Web page on wireless service, including the access to mobile Internet, comprehensive information on the offered services, that mentions more specifically: usage limits, usage restrictions and any form of additional charges applicable;
20. To avoid consumers' confusion on that fact they may fully benefit from all functions using mobile Internet, if usage limits don't allow them to do so without paying high excess usage fees;
21. To regroup, on their Internet sites, the information related to mobile Internet and multiply the internal links that lead to its access, so it is accessible as much as possible;
22. To indicate to consumers, as visible and clearly as possible (in their promotional documentation) how they may monitor and manage their mobile Internet usage;
23. To multiply and complete initiatives (of all kinds) to comprehensively inform consumers on the usage of mobile Internet and how to limit the excess of usage limits and additional usage charges;
24. To indicate as visibly as possible, in consumption tables or data calculators, that the information provided is only approximate, to mention clearly the specificities on which the data calculations are based, and to detail as much as possible the various tables and calculators to enhance their precision;
25. To improve the accessibility and legibility of monthly bills and to clarify the content to allow a consumer to quickly find the charges billed on excess usage and functions that have generated these charges: (for e.g. local calls, long distance calls, text messages or data).

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- Whereas, several provincial authorities decided to adopt some laws to circumscribe consumption contracts more precisely, in particular in the wireless services sector;
- Whereas some of these provincial laws are only aimed at cellular devices;
- Whereas, several provincial authorities ban some practices, and in particular, ignore important facts or engage in misleading advertising;
- Whereas, consumers very often ignore several elements from service providers' offers that may generate additional charges;
- Whereas, wireless services evolve very rapidly and mobile Internet access services and their usage limits may escape some general provisions provided in provincial laws;

**Union des consommateurs recommends provincial authorities responsible for the regulation and consumer protection laws to revise, when appropriate, their regulation to:**

26. Ensure that their laws or respective regulations take into account mobile Internet, and more specifically:
  - 26.1 Ensure that all provincial consumer protection laws include provisions protecting all wireless service consumers, and not only the cell phone users;
  - 26.2 Ensure that legislation imposes in the contract clear indication of: usage limits, exclusions related to usage limits, excess usage fees, and service fees billed by usage;
  - 26.3 Ensure that the laws impose on the service providers and merchants, the obligation to advise consumers, upon conclusion of an agreement or acquisition of a wireless device that the access to data is activated by default on the device, when appropriate, and to provide a reference to a source explaining how to easily deactivate that access;
27. Ensure that the wireless service contract indicates in what circumstances roaming fees are applicable, that these fees are higher than the usage fees generated by the use of a coverage network and the way to access more information on all applicable charges;
28. Ensure that in all circumstances, the consumer may refuse the charges imposed on a mobile Internet service he/she didn't agree to use or because the usage conditions were not timely and clearly explained to him/her;

**Union des consommateurs recommends, in addition, provincial law enforcement agencies:**

29. To investigate on information practices of service providers and wireless services resellers, to verify, in particular, if they fail to mention before or at the time of concluding an agreement on mobile Internet, significant charges;
30. To investigate advertising practices from service providers and wireless services resellers to identify misleading commercial practices they may be likely to use on wireless services including the information provided on usage limits and unlimited qualified services;
31. To use coercive means at their disposal to ensure, if appropriate, the situation is corrected;

- Whereas, the Competition Bureau gave an adverse opinion of the mobility of consumers' wireless services and that lawsuits were filed against the main providers for misleading indications;
- Whereas, some means employed by service providers to inform their future and eventual customers on mobile Internet which do not permit consumers to easily understand all the applicable conditions to the offered service or to easily differentiate the various offers on the market;
- Whereas, promotional and advertising material from services providers remain vague on the real usage of mobile Internet that may be made without the risk of generating significant excess usage fees;

**Union des consommateurs recommends the Competition Bureau:**

32. To investigate advertising practices from service providers and wireless services resellers to identify misleading commercial practices which they may likely use on mobile Internet;
33. To use coercive means at their disposal to ensure, if appropriate, the situation is corrected;

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## **APPENDIX 1. FULL WRITTEN ANSWERS FROM SERVICE PROVIDERS**

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### **1.1 ROGERS, GIVEN TO UC ON APRIL 11, 2013**



**Rogers Communications**

333 Bloor Street East  
Toronto, Ontario M4W 1G9  
Tel. (416) 935-7211  
Fax (416) 935-7719  
rwi\_gr@rci.rogers.com

**Dawn Hunt**  
Vice-President  
Regulatory

April 11, 2013

Sophy Lambert-Racine,  
Analyst for Telecommunications, Broadcasting,  
Information Highway and Privacy  
Union des consommateurs  
6226 Saint-Hubert  
Montreal, Quebec  
H2S 2M2

Sent via email: [SLambert-Racine@uniondesconsommateurs.ca](mailto:SLambert-Racine@uniondesconsommateurs.ca)

Dear Ms Lambert-Racine:

Rogers is in receipt of Union des consommateurs letter dated March 28, 2013, regarding a study on Internet access services for mobile devices. The following is Rogers' view regarding providing consumers with information about wireless internet and making tools available to monitoring wireless internet usage.

As you are aware, most of the information you are seeking in your questionnaire was provided during the CRTC hearing regarding establishing a national consumer code for wireless services. We invite you to review Rogers' submissions and our testimony from the public hearing. We have therefore limited our responses to additional information that may be useful to your study.

1) Providing information about wireless internet

Rogers agrees that consumers should be fully informed about the products and services they purchase from their wireless carriers, including all the associated fees and conditions of the services selected. As part of this, advertising should be clear and easy to understand so that consumers can make informed purchasing decisions. We also ensure that our advertising includes "all-in pricing" of the monthly recurring fee.

All of Rogers' wireless brands clearly communicate in their advertising materials the details of our wireless internet plans. This includes the amount of wireless internet usage included in the plan, as well as the applicable overage rates. Our consumer

brochures and websites also include legal text to advise the customer of additional charges that may result when the wireless internet allotment included in a plan is exceeded. Attached as Appendix A is Rogers most recent consumer “Talk, text & wireless internet plans” demonstrating how this information is disclosed to the consumer.

As well, Rogers tries to draft our Wireless Service Agreements (WSAs) in simple, understandable language that sets out all the important features of the services subscribed to by the customer. This includes details of the wireless internet usage that is included in a specific plan and any overage rates. In addition, upon activation or renewal of a service, Rogers’ practice is to ensure that all customers understand what they are paying for through the “Walk Out Working” program. As part of this program, Rogers’ retail customer service representatives highlight all the essential elements of the WSA, including the monthly price, the term length, what is included in the plan subscribed to by the customer, and any overage rates for exceeding a plan’s usage allotment.

Finally, Rogers recently launched a website called Tech Essentials, to help our customers make the most of their communications services. The website provides free information to help consumers choose the right wireless plan, It also provides consumers with a free online calculator for consumers wishing to better understand wireless internet usage. While the calculator only provides directional information, it allows consumers to input a variety of wireless internet uses to help understand approximately how much of a specific activity can be done with a given amount of data. The website also provides consumers with tips about how to manage their monthly bills in order to avoid extra charges.

More information is available online at <http://techessentials.rogers.com/> and <http://essentieltechno.rogers.com/>.

## 2) Monitoring wireless internet usage

In addition to having the information necessary to make informed choices when purchasing a wireless internet plan, Rogers is committed to ensuring our customers have a worry free wireless experience. For example, last fall we launched simplified pricing plans, and more recently we announced new data roaming rates to simplify U.S. data roaming and provide consumers price predictability.

Rogers also provides our customers with support tools to monitor usage and avoid any bill surprises.

Rogers’ customers can either go online or use the free Rogers MyAccount application available for smartphones, to monitor local voice calling, and domestic messaging and

data usage. These tools include a tracking meter, which turns from green to yellow when the customer reaches 75% of his or her usage allowance and from yellow to red once the customer exceeds 100%.

As Rogers publicly stated at the recent CRTC public proceeding regarding a national wireless consumer code, we are aware that despite the precautions offered to our customers some remain concerned about usage of wireless internet services and overage fees. At the Commission's public hearing we noted that Rogers fully supports near-real time data alerts advising customers when they are approaching the limits of their wireless internet allowances, both domestically and abroad. Such alerts will help consumers avoid bill surprises and unanticipated charges.

Furthermore, some of Rogers wireless internet plans adjust automatically. For example, when a customer who subscribes to one of Rogers' flexible data plans exceeds the plan's data cap, instead of charging for excess usage, the plan automatically resets itself to a larger cap. The plan then resets itself to the original size the following month. These flexible plans help to minimize any bill surprises that may occur from additional wireless data usage or overage fees.

### **Conclusion**

Rogers appreciates the opportunity to provide our views about wireless internet, including specific positioning about how information about wireless internet is provided to our customers and tools we offer customers to monitoring wireless internet usage.

We are committed to ensuring that consumers are fully informed when making purchasing decisions, and that our customers have all the necessary tools to manage their monthly bills.

Regards,

A handwritten signature in black ink, appearing to read 'Dawn Hunt', with a stylized, cursive style.

Dawn Hunt  
DH/de  
Attach.

WIRELESS

# talk, text & internet plans



FPO

## How much wireless internet do you need?

**150 MB – OCCASIONAL** "My wireless device is mostly for emergencies... and it's comforting to know I have anytime internet access just in case."

Light Browsing

**1 GB – SOCIAL** "I need to access my apps and be on social media whenever I'm on the go."

Some Browsing Some Uploads Some App Downloads Some Email Some Social Media

**3 GB – STREAMER** "Streaming music and videos, uploading photos and my latest status on Facebook... I use my phone to do it all."

More Browsing More Uploads More App Downloads More Email More Social Media More Video More Music

**5 GB – CONNECTED** "I'm online all the time, and having the ultimate wireless internet plan saves me from having to track my usage or curb my lifestyle."

Most Browsing Most Uploads Most App Downloads Most Email Most Social Media Most Video Most Music

The guidelines above are intended as estimates only. The download/upload frequency and size of photos, videos, web pages, file attachments, applications, and other wireless internet usage varies widely and could result in wireless internet usage exceeding allotment. For more information about wireless internet usage and for our wireless internet calculator, please visit [rogers.com/calculate](http://rogers.com/calculate)

## Talk, Text & Wireless Internet Plans Upgrade your minutes to Canada-wide long distance for an additional \$10/mo.

### For Individuals

Ideal for those who want it all! Voice minutes, texts and internet so that you can download, surf and stay connected.

	OCCASIONAL	SOCIAL	STREAMER	CONNECTED
<b>MONTHLY SERVICE FEE</b> Includes all monthly fees▲	\$55	\$70 <small>SHARE READY</small>	\$80 <small>SHARE READY</small>	\$100 <small>SHARE READY</small>
<b>Wireless Internet</b>	150 MB	1 GB	3 GB	5 GB
<b>Minutes</b>	1,000 Local Weekday <sup>1</sup>	UNLIMITED Local <sup>1</sup>	UNLIMITED Local <sup>1</sup>	UNLIMITED Canada-wide <sup>2</sup>
<b>Features</b>	<b>NEW! INCLUDES</b> Call Display & Voicemail <sup>20</sup> UNLIMITED Text, Picture, and Video Messaging <sup>3</sup> UNLIMITED Evenings & Weekends from 6pm to 7am <sup>1</sup> UNLIMITED Canada-wide Calling from your computer or tablet – <i>Rogers One Number</i> <sup>™12</sup>			Ask about Device Protection Services
<b>Share Ready Wireless Internet Coverage</b>	—	\$0.02 / MB	\$0.02 / MB	\$0.02 / MB
<b>Non Share Ready Wireless Internet Coverage<sup>4</sup></b>	\$10/200 MB*	\$15 / GB*	\$15 / GB*	\$10 / GB*

\*If you exceed the amount of wireless internet included in your plan, you will be charged in \$0.02, \$10 or \$15 increments.<sup>4</sup>  
**No term contract required.** Available on a monthly or 3-yr. term.

## Talk, Text & Wireless Internet Plans

Upgrade your minutes to Canada-wide long distance for an additional \$30/mo.

### For Families

Parents can email and call, while kids can text and use social networks. One affordable plan that keeps everyone happy and connected.

MONTHLY FEE FOR 2 LINES <sup>5</sup> Includes all monthly fees▲	\$110 <small>FOR 2 LINES</small>	\$140 <small>FOR 2 LINES</small>	\$160 <small>FOR 2 LINES</small>	\$200 <small>FOR 2 LINES</small>
<b>MONTHLY FEE FOR 3rd, 4th, or 5th LINE</b> Includes all monthly fees▲	\$35/line	\$45/line	\$45/line	\$55/line
<b>Wireless Internet</b>	300 MB to share	2 GB to share	6 GB to share	10 GB to share
<b>Minutes</b>	2,000 Local Weekday to share <sup>1</sup>	UNLIMITED Local <sup>1</sup>	UNLIMITED Local <sup>1</sup>	UNLIMITED Canada-wide <sup>2</sup>
<b>Features</b>	<b>NEW! INCLUDES</b> Call Display & Voicemail <sup>20</sup> UNLIMITED Canada-wide Calling between plan members UNLIMITED Text, Picture, and Video Messaging <sup>3</sup> UNLIMITED Evenings & Weekends from 6pm to 7am <sup>1</sup> UNLIMITED Canada-wide Calling from your computer or tablet – <i>Rogers One Number</i> <sup>™12</sup>			Ask about Device Protection Services
<b>Wireless Internet Coverage<sup>4</sup></b>	\$0.02/MB	\$0.02/MB	\$0.02/MB	\$0.02/MB

**No term contract required.** Available on a monthly or 3-yr. term.

All plans include<sup>6</sup>: 2,500 Call Forwarding minutes, Call Waiting, Group Calling and Online Billing  
 Additional usage: Voice: \$0.45 per minute

### Share Ready Access Plans

Share the wireless internet included in your Share Ready smartphone plan<sup>7</sup> with up to 4 other devices. Add a tablet, mobile hotspot, or internet stick to your smartphone plan using one of the options below.

MONTHLY SERVICE FEE Includes all monthly fees▲	PERFECT FOR:	TERM
\$12	Adding a tablet that you already own (eg. iPad)	Monthly
\$17	Adding a tablet with a FLEXtab <sup>™</sup> agreement.	2- or 3-yr <sup>19</sup>

If you exceed the amount of wireless internet in your plan you will be charged \$0.02 per MB.

### Value Pack

Enjoy super savings on all your favourite add-ons.

MONTHLY SERVICE FEE	\$5
<b>SAVINGS</b>	SAVE \$25/mo + FIRST MONTH FREE <sup>8</sup>
<b>Name Display<sup>9</sup></b> EXCLUSIVE TO ROGERS	✓
<b>Visual Voicemail Plus<sup>10</sup></b> EXCLUSIVE TO ROGERS	✓
<b>WhoCalled<sup>™</sup></b>	✓
<b>U.S. &amp; International Text Messaging<sup>11</sup></b>	UNLIMITED

Visit [rogers.com/valuepacks](http://rogers.com/valuepacks) to learn more.

## Why Choose Rogers?

### Rogers One Number<sup>™</sup>

Now use your mobile number to manage everything from your computer or tablet.<sup>12</sup>

- Talk & send texts Canada-wide from your computer or tablet without deducting from your wireless plan
- One unified inbox and contact list
- Exclusively for Rogers wireless customers

Register and learn more by visiting [rogersonenumber.ca](http://rogersonenumber.ca)

### Experience Canada's First LTE Network

We were the first to launch LTE in Canada – the fastest wireless network technology on the planet. Now you can stream live HD sports instantaneously, or download movies, music and work files in the blink of an eye. We're currently expanding our network coast to coast. Rogers LTE network is just one way we're fulfilling our commitment to Canadians.<sup>16</sup>

### Rogers Anyplace TV

Now TV goes where you go! With Rogers Anyplace TV, you can keep your family entertained, wherever you are.<sup>17</sup> Watch live sports including hundreds of live Barclays Premier League & UEFA Champions League matches, select NHL & NBA games, Blue Jays games & Sportsnet coverage. Keep your kids entertained with kid-friendly programming from Treehouse & YTV.

To learn more visit [rogers.com/mobiletv](http://rogers.com/mobiletv)

### FLEXtab<sup>™</sup>

You'll always have the latest superphones with FLEXtab<sup>™</sup>. Upgrade anytime you want, just pay off your remaining balance.<sup>18</sup>

APPROVED

DATE



NOTE: We have done our best to ensure that this file is correct. Please proofread and make sure all copy is correct. Keep in mind that this proof is not accurate colour representation of the final printed piece. NO TRAPPING HAS BEEN DONE ON THIS FILE.

DATE: January 10, 2013  
 DOCKET: 4888  
 CLIENT: Rogers  
 FILE NAME: ROG-6526\_Consumer Brochure\_P6.indd  
 PHASE: 6

PROJECT: Consumer Plans Brochure  
 SKU/PIECE: 12 panel brochure  
 DIE/DIMENSIONS: 24" x 8"  
 PRINTING PROCESS: Litho  
 WEIGHT STATEMENT: N/A

DESIGNED BY: Marlene  
 PREPARED BY: Joe  
 SCAN: 300dpi  
 UPC: N/A  
 COLOURS: CMYK

- Process Cyan
- Process Magenta
- Process Yellow
- Process Black

## Talk & Text Plans

Upgrade your minutes to Canada-wide long distance for an additional \$10/mo.

### For Individuals

Functional and affordable. Perfect for individuals who like to stay in touch with friends via text, and make or take the occasional phone call.

<b>MONTHLY SERVICE FEE</b> Includes all monthly fees▲	<b>\$35</b>	<b>\$42</b>
<b>Minutes</b> <sup>1</sup>	200 Local Weekday	1,000 Local Weekday
<b>Features</b>	<b>NEW! INCLUDES</b> Call Display & Voicemail <sup>20</sup> <b>UNLIMITED</b> Text, Picture, and Video Messaging <sup>3</sup> <b>UNLIMITED</b> Evenings & Weekends from 6pm to 7am <sup>1</sup> <b>UNLIMITED</b> Canada-wide Calling from your computer or tablet – <i>Rogers One Number</i> <sup>™12</sup>	

No term contract required. Available on a monthly or 2-yr. term.

Ask about  
Device  
Protection  
Services

Upgrade your minutes to Canada-wide long distance for an additional \$30/mo.

### For Families

For on the go families who like to stay in touch, even when it's just a quick call or text to "check up" or "check in."

<b>MONTHLY FEE FOR 2 LINES</b> <sup>5</sup> Includes all monthly fees▲	<b>\$70</b>	<b>\$84</b>
<b>MONTHLY FEE FOR 3rd, 4th, or 5th LINE</b> Includes all monthly fees▲	\$25/line	\$25/line
<b>Minutes</b> <sup>1</sup>	400 Local Weekday to share	2,000 Local Weekday to share
<b>Features</b>	<b>NEW! INCLUDES</b> Call Display & Voicemail <sup>20</sup> <b>UNLIMITED</b> Canada-wide Calling between plan members <b>UNLIMITED</b> Text, Picture, and Video Messaging <sup>3</sup> <b>UNLIMITED</b> Evenings & Weekends from 6pm to 7am <sup>1</sup> <b>UNLIMITED</b> Canada-wide Calling from your computer or tablet – <i>Rogers One Number</i> <sup>™12</sup>	

No term contract required. Available on a monthly, 2- or 3-yr. term.

Ask about  
Device  
Protection  
Services

All plans include<sup>6</sup>: 2,500 Call Forwarding minutes, Call Waiting, Group Calling and Online Billing  
 Additional usage: Voice: \$0.45 per minute

## Wireless Internet Plans

### Tablet, Mobile Hotspot & Stick Flex Rate Plans

Get the freedom of fast, reliable wireless internet on the go. Flex Rate Plans begin at the lowest tier then automatically adjust based on your actual usage, offering flexibility and savings on potential overage rates.

<b>MONTHLY SERVICE FEE</b> Includes all monthly fees per line▲	<b>WIRELESS INTERNET INCLUDED</b> Ideal for activating a device you already own
<b>\$5</b>	<b>10 MB</b> If usage is greater than 10 MB, \$10 will be charged
<b>\$10</b>	<b>100 MB</b> If usage is greater than 100 MB, \$20 will be charged
<b>\$20</b>	<b>500 MB</b> If usage is greater than 500 MB, \$40 will be charged
<b>\$40</b>	<b>5 GB</b> If usage is greater than 5 GB, \$10 per additional GB will be charged

No term contract required. Available on a monthly term.

<b>MONTHLY SERVICE FEE</b> Includes all monthly fees per line▲	<b>WIRELESS INTERNET INCLUDED</b> Ideal for activating a new device with a FLEXtab <sup>™</sup> agreement.
<b>\$25</b>	<b>200 MB</b> If usage is greater than 200 MB, \$45 will be charged
<b>\$45</b>	<b>3 GB</b> If usage is greater than 3 GB, \$65 will be charged
<b>\$65</b>	<b>6 GB</b> If usage is greater than 6 GB, \$85 will be charged
<b>\$85</b>	<b>10 GB</b> If usage is greater than 10 GB, \$10 per additional GB will be charged

Available on a 2- or 3-yr. term.<sup>19</sup>

### Hub Flex Rate Plans

Activate your hub for either **Internet & Phone** service (select models) or **Internet Only** with the option to include the Speed Plus feature for the LTE model. With this feature, extend maximum download speeds up to 100 Mbps<sup>14</sup> (LTE typical speeds 12-40 Mbps).

#### Internet Only (with or without Speed Plus)

<b>INTERNET ONLY</b>	<b>WIRELESS INTERNET INCLUDED</b>	<b>INTERNET ONLY WITH SPEED PLUS</b>
<b>DOWNLOAD SPEEDS UP TO 21 Mbps</b> <sup>14</sup>		<b>DOWNLOAD SPEEDS UP TO 100 Mbps</b> <sup>14</sup>
<b>MONTHLY SERVICE FEE</b> Includes all monthly fees per line▲		<b>MONTHLY SERVICE FEE</b> Includes all monthly fees per line▲
<b>\$60</b>	<b>5 GB</b> If usage is greater than 5 GB, you'll move to the next tier	<b>\$70</b>
<b>\$75</b>	<b>10 GB</b> If usage is greater than 10 GB, you'll move to the next tier	<b>\$85</b>
<b>\$90</b>	<b>20 GB</b> If usage is greater than 20 GB, \$10 per additional GB will be charged	<b>\$100</b>

**Features Included**

- 3 email addresses
- Rogers Online Protection security suite<sup>13</sup>

### Internet & Phone Service

<b>DOWNLOAD SPEEDS UP TO 21 Mbps</b> <sup>15</sup>	<b>WIRELESS INTERNET INCLUDED</b>
<b>MONTHLY SERVICE FEE</b> Includes all monthly fees per line▲	
<b>\$75</b>	<b>5 GB</b> If usage is greater than 5 GB, \$90 will be charged
<b>\$90</b>	<b>10 GB</b> If usage is greater than 10 GB, \$105 will be charged
<b>\$105</b>	<b>20 GB</b> If usage is greater than 20 GB, \$10 per additional GB will be charged

**Features Included**

- Unlimited local calling, enhanced voicemail, caller ID & call waiting
- 3 email addresses, Rogers Online Protection security suite<sup>13</sup>

No term contract required. Available on a monthly, 1-, 2-, or 3-year term. Online billing included in all plans.

**Hub services are available for use from within Canada only.**  
 Long distance calls to Canada or U.S. are charged at \$0.20/minute or choose from the following long distance calling add-ons:  
 • \$20/month – unlimited long distance calls within Canada  
 • \$25/month – unlimited long distance calls to Canada and the U.S.<sup>15</sup>

#### APPLICABLE TO ALL PLANS:

▲ A one time Activation Fee of up to \$35 (varies by province) also applies. Where applicable, additional airtime, wireless internet, long distance, roaming, options and taxes are extra and billed monthly.

**Device Savings Recovery Fee** (applicable to term commitment customers only for any new term entered into on or after January 22, 2012)

A Device Savings Recovery Fee (DSRF) applies if you have been granted an Economic Inducement (as defined below) upon entering your new term, and if, for any reason, your wireless service or your new term is terminated prior to the end of the term of your Service Agreement (Service Agreement Term). The DSRF is the amount of the economic inducement (which may take the form of a discount, rebate or other benefit granted on the price of your Equipment), as stated in your Service Agreement (Economic Inducement), less the amount obtained by multiplying such Economic Inducement by a fraction representing the number of months elapsed in your Service Agreement Term as compared to the total number of months of your Service Agreement Term (plus applicable taxes). In other words, **DSRF = Economic Inducement – [(Economic Inducement × (# months elapsed in your Service Agreement Term ÷ Total # months in your Service Agreement Term)] + applicable taxes.** An Additional Device Savings Recovery Fee (ADSRF) also applies if, for any reason, your wireless data service, or your data plan's commitment term (Data Term), is terminated prior to the end of your Data Term. The ADSRF is the additional Economic Inducement you received for subscribing to your wireless data service, less the amount obtained by multiplying such Economic Inducement by a fraction representing the number of months elapsed in your Data Term as compared to the total number of months of your Data Term (plus applicable taxes), and applies in addition to the DSRF for termination of your Service Agreement. **If you subscribe to a plan combining both voice and data services, both the DSRF and the ADSRF apply, up to the total Economic Inducement.**

**Service Deactivation Fee** (applicable to term commitment customers only for any new term entered into on or after January 22, 2012)

**Not applicable to Residents of Manitoba, Residents of Newfoundland for any new term entered into on or after September 27, 2012, or Residents of Québec:** A Service Deactivation Fee of \$12.50 per line applies if, for any reason, your wireless service is deactivated prior to the end of your Service Agreement Term. This fee is in addition to any applicable DSRF or ADSRF and ADSRF. For greater clarity, if you are a Resident of Newfoundland and you entered into a new term on or after January 22, 2012 but before September 27, 2012, this \$12.50 Service Deactivation Fee applies to that term.

**Applicable only to Residents of Manitoba, Residents of Newfoundland for any new term entered into on or after September 27, 2012, or Residents of Québec:** If your wireless service is deactivated prior to the end of your Service Agreement Term and there is no Economic Inducement stated in your Service Agreement, then you will be charged a Service Deactivation Fee. The Service Deactivation Fee is an amount permitted under provincial legislation, being the lesser of \$50 or 10% of the monthly service fees for the services that you have subscribed to on a Service Agreement Term and Data Term, as applicable, but not provided as of the termination date (plus applicable taxes).

### FULL OFFER DETAILS

Rates and offers are effective February 5, 2013 for new activations only and are subject to change without notice.

**1** Local calls only, excluding calls made through Call Forwarding, Video Calling or similar services. For plans that include Evening & Weekend calling, Evenings are from 6 pm to 7 am and Weekends are from 6 pm Friday to 7 am Monday. **2** Unlimited Canada-wide calls on the Rogers network. International long distance, text to landline and roaming charges extra. Only 10-digit Canadian-based numbers eligible (excludes customers' own wireless number, voice mail retrieval number and special numbers like 1-800/1-900). **3** Includes unlimited Extreme Text/picture/video messages sent from Canada to Canadian wireless number and received texts from anywhere. Sent/received premium texts (alerts, messages related to content and promotions), sent international texts and sent/received Extreme Text/picture/video/IM/email (as applicable) while roaming not included and charged at applicable rates. To learn more about Extreme Text go to [rogers.com/extremetextmessaging](http://rogers.com/extremetextmessaging). **4** Wireless internet usage is measured in kilobytes (kB), rounded to the next full kB. Usage exceeding the wireless internet allotment

provided for the \$45 Talk & Text plan for Individuals will be charged at a rate of \$10/100 MB. Outside North America, wireless internet usage is rounded up to the next 20kB. U.S. wireless internet roaming is \$0.006/kB and International wireless internet roaming is \$0.03/kB. **5** All members on same account must activate on same plan with same features selected. Minimum of 2 to a maximum of 5 lines. Lines may be added at any time. New lines included require that the primary line be renewed for the same period. **6** Call Forwarding included automatically. Additional Call Forwarding minutes charged at \$0.10/minute. **7** Share Ready Access plans available to new and existing customers with eligible share ready plans. Full details at [rogers.com/shareready](http://rogers.com/shareready). Max. 5 shared devices. Primary device must be a smartphone; each additional device must be a mobile internet device (excluding Rocket hub). **8** One-time offer applicable to new Value Pack subscriptions only. **9** Compatible device required. Not all numbers can be identified. **10** By subscribing, user accepts that messages will be processed outside of Canada. **11** Includes text messages sent from Canada to the U.S. or Internationally. Sent text/picture/video messages while roaming are not included and are charged at applicable roaming rates. **12** Available with use of the *Rogers One Number* web phone only. Compatible computer/tablet with internet access required. *Rogers One Number* service only compatible with iPad and Android tablets. Requirements for Android operating system of 3.01 or higher. Regular local and long distance charges under your Rogers wireless plan apply when using your wireless phone. Includes text/picture/video messages sent from *Rogers One Number* web phone to Canadian wireless numbers; incoming messages will be charged as per your wireless plan and current pay-per-use rates (as applicable). Use of the *Rogers One Number* service may cause you to use additional internet data depending on your internet data usage allowance; internet service charges and overage rates (if applicable) apply in accordance with your Rogers or third party internet service package. Intended for personal use only, based on a total of 44,640 minutes available in a 31-day month. Subject to the Rogers Terms of Service and Acceptable Use Policy available at [rogers.com/terms](http://rogers.com/terms). **13** For PC users only. Visit [rogers.com/getprotected](http://rogers.com/getprotected) for full details. Does not guarantee protection against all possible threats. **14** Refers to maximum theoretical speeds. Rogers LTE network offers typical download speeds of 12 to 40 Mbps. Outside of Rogers LTE coverage areas, LTE devices will seamlessly fallback to 4G HSPA+ or EDGE. Actual speeds may vary based on plan selected, device, network access type and spectrum, topography and environmental conditions, network congestion and other factors. **15** Plan applies to calls originating in Canada on the Rogers wireless network and terminating in Canada or the Continental U.S. (calls to Alaska, Hawaii, Puerto Rico are not included). **16** To access the Rogers LTE network, customers must have an LTE-ready device with LTE enabled SIM card and be in the Rogers LTE coverage area. Rogers LTE Network available in select Canadian cities. Visit [rogers.com/coverage](http://rogers.com/coverage) for details. **17** Compatible device and wireless internet plan required. Rogers Anyplace TV Live downloadable from applicable app stores. Recurring \$5/mo charge applies for 5 hours content viewing during applicable month (no carry over) and overage of \$1/hr applies thereafter (overage waived for limited time). Visit [rogers.com/mobiletv](http://rogers.com/mobiletv) for details and compatible devices. **18** FLEXtab balance corresponds to the sum of the Device Savings Recovery Fee and the Additional Device Savings Recovery Fee. **19** 2-year term is only available for sticks & mobile hotspot. 3-year term is only available for tablets. **20** Call Display is a service that allows you to see the number of incoming callers even if they are not in your address book. Voicemail is a service that allows you to receive up to 3 messages each up to 3 minutes in length and you can save each one for up to 3 days.

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APPROVED

DATE



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DATE: January 10, 2013  
 DOCKET: 4888  
 CLIENT: Rogers  
 FILE NAME: ROG-6526\_Consumer Brochure\_P6.incd  
 PHASE: 6

PROJECT: Consumer Plans Brochure  
 SKU/PIECE: 12 panel brochure  
 DIE/DIMENSIONS: 24" x 8"  
 PRINTING PROCESS: Litho  
 WEIGHT STATEMENT: N/A

DESIGNED BY: Marlene  
 PREPARED BY: Joe  
 SCAN: 300dpi  
 UPC: N/A  
 COLOURS: CMYK

Process Cyan  
 Process Magenta  
 Process Yellow  
 Process Black

## **1.2 BELL, GIVEN TO UC ON APRIL 12, 2013**

## Usage des données mobiles par les consommateurs

### QUESTIONNAIRE

**1. De façon générale, considérez-vous que les consommateurs sont correctement informés au sujet de l'usage de données mobiles, lorsqu'ils achètent un téléphone intelligent, une tablette, ou une clé USB d'accès Internet?**

Oui, Bell croit que, avec les efforts importants qu'elle déploie, les consommateurs sont bien informés pour choisir leur appareil et les services et, par la suite, pour surveiller leur utilisation.

90 % des consommateurs qui achètent un appareil et qui s'abonnent à des services sans fil au Canada le font pour au moins une 2e fois, sinon, pour plusieurs d'entre eux, une 3e fois ou plus. Nous avons donc souvent affaire à un consommateur expérimenté, à même de mieux comprendre les services.

Par ailleurs, les téléphones intelligents sont sophistiqués et offrent une multitude de fonctionnalités dont l'utilisation de données. Il peut arriver que le consommateur souhaite acheter un téléphone intelligent pour utiliser des fonctionnalités autres que les données, comme les appels vocaux ou encore, la messagerie texte. Néanmoins, au moment de l'achat de l'appareil et de l'abonnement aux services, le conseiller aux ventes s'enquiert des besoins du consommateur et les réponses du consommateur détermineront le type d'appareil et de forfait que le conseiller lui proposera. Le conseiller est formé pour s'adapter au niveau de connaissance du consommateur et à répondre aux questions que ce dernier pourrait avoir, notamment quant à l'utilisation de données.

En revanche, la décision d'acheter un appareil qui est conçu pour une seule utilisation soit, par exemple, l'utilisation de données, laisse supposer que c'est bien l'utilisation que le consommateur souhaite en faire. Ce sera le cas des tablettes ou des clés USB d'accès Internet. Mais encore ici, l'agent prend soin de s'enquérir des besoins du consommateur avant que ce celui-ci achète un appareil et active les services.

**2. Est-ce que votre organisation offre aux consommateurs des renseignements au sujet des données mobiles? Si oui, veuillez expliquer sommairement le type d'information qui est divulgué, et le mode de divulgation?**

Bell offre une multitude d'informations aux consommateurs quant aux données mobiles et leur utilisation. Ainsi, Bell fournit la description des services de données des manières suivantes :

*La force d'un réseau*

**Nos membres réguliers**

ACEF ABITIBI-TÉMISCAMINGUE  
ACEF AMIANTE – BEAUCE – ETCHÉMIN  
ACEF DE L'EST DE MONTRÉAL

ACEF DE L'ÎLE-JÉSUS  
ACEF DE LANAUDIÈRE  
ACEF DU NORD DE MONTRÉAL  
ACEF ESTRIE

ACEF GRAND-PORTAGE  
ACEF MONTRÉGIE-EST  
ACEF RIVE-SUD DE QUÉBEC  
ACQC

6226, rue Saint-Hubert, Montréal (Québec) Canada H2S 2M2  
T : 514 521 6820 | Sans frais : 1 888 521 6820 | F : 514 521 0736  
union@consommateur.qc.ca | www.consommateur.qc.ca/union

(1) Dans toute la documentation, tant électronique sur internet (p. ex. bell.ca) ou imprimée (p. ex. brochures et publicités);

(2) Dans les premières pages personnalisée du contrat entre Bell et le consommateur;

De plus, le conseiller aux ventes remet systématiquement avec le contrat à tous les consommateurs une page d'information. Une copie de cette page est attachée ici, soit la version utilisée avant le 13 avril 2013 (« Bienvenue chez Bell ») et depuis le 13 avril 2013 (« Merci d'avoir choisi Bell Mobilité »).

Une fois abonné, Bell envoie un message texte au consommateur lorsqu'il atteint 90 % de la limite d'utilisation de son forfait ou son option. Bell envoie aussi un message texte dès que le consommateur utilise son appareil à l'extérieur du Canada, l'informant des tarifs en vigueur.

Finalement, Bell rend accessible au consommateur, qui peut le consulter en tout temps et sans frais, un libre-service :

(1) À partir de n'importe quel ordinateur connecté sur Internet, en ouvrant une session « Mon Bell » sur le site bell.ca;

(2) À même l'appareil, en utilisant l'Internet mobile, sur le site bell.mobi, ou en installant l'application du libre-service de Bell sur l'appareil;

(3) Par messagerie texte, en textant à infoT (46368);

(4) En appelant le service à la clientèle.

**3. Appliquez-vous des procédures précises sur la façon d'informer vos clients concernant l'accès aux données mobiles (en magasin et/ou par téléphone)? Est-ce que vous vous assurez par exemple que certains renseignements soient systématiquement divulgués par le vendeur? Si oui, quels sont ces renseignements?**

Oui, tel qu'expliqué à nos réponses aux questions 1 et 2.

Dans le cadre de notre sondage, nous avons demandé aux répondants de nous indiquer auprès de quelle source ils s'étaient renseignés au sujet des données mobiles avant de procéder à leur achat. La moitié d'entre eux (50,5 %) ont indiqué s'être renseignés auprès de leur fournisseur de service. Une minorité s'est renseignée auprès du fabricant de leur appareil, ou auprès d'un vendeur dans un magasin grande surface (les deux catégories regroupent 26,7 %). Le tiers des répondants (30,9 %) ont indiqué ne pas s'être renseignés auprès de commerçants.

4. **Considérez-vous qu'il est de la responsabilité des commerçants d'informer les clients de façon diligente et complète au sujet de l'utilisation, de la surveillance et du contrôle des données mobiles, ou qu'il relève plutôt de la responsabilité du consommateur de se renseigner lui-même?**

Nous croyons que cette responsabilité doit être partagée entre le fournisseur de services et le consommateur qui deviennent alors partenaires dans l'équation. Ainsi, Bell mise sur une combinaison d'outils où, d'une part, Bell prend des actions positives pour « pousser » l'information vers le consommateur, comme la page de bienvenue remise avec le contrat ou encore, l'envoi d'avis lorsque certains seuils d'utilisation sont atteints, et, d'autre part, rend l'information disponible au consommateur qui peut la « tirer » vers lui au moment souhaité comme le libre-service (voir notre réponse à la question 2 pour plus de détails).

5. **Veillez nommer tous les acteurs à qui incombe selon vous, la responsabilité d'informer correctement le consommateur sur la façon d'utiliser et de surveiller la consommation de données. Cela peut inclure notamment les fournisseurs de services, commerces de détail, fabricants, organismes gouvernementaux, etc.**

Nous vous référons à notre réponse à la question 4.

6. **Êtes-vous souvent confrontés à des consommateurs qui se sont plaints de factures qu'ils jugent trop élevées du fait de l'usage de données mobiles? De façon générale, de quelle façon avez-vous tenté de régler leurs problèmes (le cas échéant)?**

Nous trouvons important de mettre en perspective le nombre de plaintes quant à la facturation. Ainsi, il y a 26 millions d'abonnés aux services sans fil au Canada. Chaque abonné reçoit 1 facture par mois, pour un total de 312 millions de factures par année. Si 10 % des factures étaient jugées trop élevées par les consommateurs ou qu'elles comportaient des erreurs, cela équivaldrait à 31,2 millions de plaintes, alors que 1 % équivaldrait à 3,12 millions, 0,1 % à 312 000 et 0,01 % à 31 200. Pour l'année 2011-2012, le CPRST rapporte avoir reçu 3 928 plaintes pour les erreurs de facturation dans les services sans fil, ce qui correspond à 0,001 %.

Cela dit, nous estimons que ce nombre est encore trop élevé et nous sommes déterminés à ce que le nombre de plaintes soit 0. Bell travaille donc fort à rendre ses communications avec les consommateurs aussi claires que possibles, afin que ces derniers comprennent bien leur forfait, leurs limites et soient en mesure de prendre des décisions éclairées quant à leur utilisation. Chaque plainte est examinée au cas par cas et Bell prend à cœur de les régler au meilleur de ses capacités.

Les rapports annuels du Commissaire aux plaintes relatives aux services de télécommunications (CPRST) font état des nombreuses plaintes de consommateurs relativement aux services sans fil. Le rapport 2010-2011 souligne les difficultés que les consommateurs rencontrent lorsqu'il s'agit de surveiller, calculer et comprendre leur utilisation de données. Le rapport indiquait notamment que beaucoup de consommateurs dépassaient leur limite permise de données, du fait que certaines applications fonctionnent en arrière-plan et que les clients n'ont pas « conscience de l'importante consommation de données générée par les opérations régulières effectuées par ces applications ».

Les réponses à deux questions de notre sondage semblent confirmer cette tendance. Nous avons demandé aux répondants à quel moment ils avaient appris que certaines applications pouvaient consommer des données en arrière-plan. La majorité (63,8 %) des répondants ne le savaient pas au moment d'acheter leur appareil intelligent. De plus, la moitié seulement des répondants (50,4 %) ont indiqué qu'ils savaient déjà au moment de l'achat que l'accès aux données est habituellement activé par défaut sur les téléphones intelligents.

**7. Trouvez-vous qu'il est préoccupant que plusieurs consommateurs ignorent ces renseignements de base au sujet de l'usage de données?**

Bell poursuit ses efforts afin que tel ne soit pas le cas et nous vous référons à nos réponses aux questions 1 et 6 pour les solutions que nous avons mises en place.

**8. Avez-vous envisagé des solutions pour vous assurer que les consommateurs soient correctement informés sur le fonctionnement de leurs appareils mobiles et du transfert de données? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Nous vous référons à notre réponse à la question 2.

**9. Avez-vous envisagé des solutions pour éviter que les consommateurs adhèrent à des plans de données sans en connaître les limites concrètes d'utilisation? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Bell s'assure que la capacité de données incluse avec un forfait ou une option soit indiquée clairement dans le matériel publicitaire (qu'il soit électronique ou imprimé) et dans les premières pages personnalisées du contrat avec le consommateur. Pour les options de données, la capacité fait même partie du nom de cette option, comme par exemple, l'option « 100 Mo de données – Supertéléphones et téléphones intelligents ».

Une fois abonné, le consommateur peut aussi ajuster son forfait ou son option après avoir observé son utilisation grâce au libre-service ou suite au message de Bell reçu une fois qu'il a atteint 90 % de la capacité d'utilisation totale. Nous vous référons à notre réponse à la question 2 pour plus de détails.

Durant la consultation tenue par le CRTC sur la proposition d'un code obligatoire pour les fournisseurs de services sans fil, tous les fournisseurs de services dont Bell étaient en faveur de transmettre des messages textes lorsque le consommateur atteint 50 %, 80 % et 100 % de la limite d'utilisation prévue par son forfait, au cours d'un cycle de facturation.

Bell est d'avis que ces initiatives permettent aux consommateurs de sélectionner un forfait qui corresponde à ses besoins.

**10. Avez-vous envisagé des solutions pour vous assurer que les consommateurs connaissent les moyens de surveiller ou contrôler leur utilisation de données? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Nous vous référons à nos réponses aux questions 2 et 9.

La majorité des répondants de notre sondage ont indiqué qu'il trouvait que l'information offerte par les fournisseurs de services et les commerces de détail pouvait être améliorée. Plus de 60 % des répondants ont indiqué vouloir obtenir plus d'information sur le fonctionnement de l'utilisation et du transfert de données, sur la tarification des données et sur les outils qui permettent de surveiller ou contrôler leur utilisation. De plus, une proportion importante de répondants (44,1 %) ont répondu par la négative, quand nous leur avons demandé si l'information qui leur a été transmise avant et au moment de l'achat était suffisamment claire et accessible pour choisir le forfait ou l'option de données qui correspond le mieux à leurs besoins.

**11. Un plus grand travail d'information pourrait-il être envisagé par l'industrie? Par certaines autorités réglementaires?**

Bell est confiante que l'industrie et le CRTC poursuivent leurs efforts en ce sens.

Certains types d'information concernant l'accès à Internet sur un appareil intelligent peuvent avoir une incidence sur le comportement des consommateurs : information au sujet de l'activation/désactivation des données, information sur la consommation de données en arrière-plan, information sur l'ensemble des usages qui consomment des données, information sur les réseaux wi-fi, les frais de données à l'usage, les frais d'utilisation excédentaire, les frais de transmission de données en itinérance, les façons de surveiller l'utilisation de données, etc. Certains des éléments mentionnés ci-haut font l'objet d'une visibilité très inégale, dans la documentation offerte par les fournisseurs de services. Par exemple, certains des renseignements disponibles en ligne se trouvent dans des sections des sites Internet qui ne seront pas nécessairement consultées par le client avant que celui-ci ne procède à l'achat et commence à utiliser son appareil.

- 12. Selon vous, quels renseignements devraient impérativement être offerts et indiqués visiblement par le fournisseur ou le commerçant de détail, sur les sites Internet et les brochures, afin de minimiser les frais de données imprévus?**

Bell fournit déjà cette information et nous vous référons à nos réponses aux questions 2 et 9.

- 13. Est-ce que le fait que certains renseignements ne sont affichés qu'en taille très petite, que certains paragraphes par défaut sur une page Web soient masqués ou que l'information ne soit accessible que par le biais de multiples hyperliens (ou d'adresses de sites Internet, dans les cas des brochures) vous semble problématique? Êtes-vous d'avis que ces pratiques peuvent inciter les consommateurs à ne pas prendre connaissance de toute l'information qui leur serait nécessaire pour faire des choix éclairés?**

Lorsqu'elle distribue de l'information, Bell s'efforce d'atteindre un équilibre entre l'information essentielle et l'information utile. Au même moment, le média utilisé impose des contraintes additionnelles. Plutôt que de ne pas fournir l'information utile, Bell utilise alors d'autres moyens pour la porter à la connaissance des consommateurs, comme au moyen d'hyperliens.

Le site internet bell.ca se veut une ressource où une foule d'informations peut être consultée. Cela dit, les conseillers aux ventes demeurent accessibles en magasin, au téléphone et sur Internet, pour répondre aux questions plus pointues que le consommateur pourrait avoir.

En outre, au moment de son abonnement, Bell prend soin d'indiquer par écrit les informations indispensables quant aux services dans les premières pages personnalisées du contrat et ces pages sont systématiquement revues avec le consommateur.

Vous n'êtes sans doute pas sans savoir que plusieurs termes différents sont employés pour parler d'accès à Internet via le réseau d'un fournisseur de services sans fil mobile. «Données», «Internet mobile», «transmission» et «utilisation» de données, «blocs» de données, «options» de données, les qualificatifs concernant le réseau sont également très techniques. Les unités de mesure employées (Ko, Kb, KB, Mo, Mb, Go) et la façon dont est calculée et expliquée la tarification des données varie également d'un fournisseur à l'autre.

Nous avons demandé à nos répondants s'ils trouvaient que les termes employés pour parler des données devaient être uniformisés : une majorité écrasante de 89,2 % a répondu par l'affirmative.

- 14. Selon vous, le fait d'uniformiser les termes employés pour mesurer, quantifier et décrire les données est-il faisable et souhaitable pour les consommateurs?**

Bell prend beaucoup de soin à utiliser les unités de mesures appropriées pour exprimer les capacités de données soit « Mo » et le « Go », que cette capacité d'utilisation fasse partie d'un forfait ou d'une option.

- 15. Certaines entreprises de télécommunications sont plus proactives que d'autres quand il est question d'informer les consommateurs au sujet de l'usage de données sur leur appareil. L'uniformisation des pratiques de l'industrie en ce qui a trait à l'information offerte aux consommateurs pour choisir leurs options de données et surveiller leur consommation devrait-elle être une solution envisageable?**

L'industrie des télécommunications sans fil est dynamique et concurrentielle. Dans ce cadre, en réponse aux besoins des consommateurs, Bell a développé et rendu accessible des outils d'information, et ce, sans l'intervention d'une autorité gouvernementale. À cet effet, nous vous référons à notre réponse à la question 2 pour la description de ces outils. D'ailleurs, le CRTC est l'organisme indiqué pour déterminer si d'autres mesures sont requises à ce niveau.

Certaines pistes de solutions font l'objet de réflexion auprès d'autorités règlementaires, notamment devant le CRTC. L'ébauche du code obligatoire pour les services sans fil suggère notamment la désactivation obligatoire des données sur les appareils des consommateurs qui n'ont pas souscrit à une option de données. Le code suggère également des notifications obligatoires lorsque le consommateur atteint certains seuils de sa limite d'utilisation et suggère également des plafonds configurables au-dessus desquels l'accès aux données sera bloqué.

- 16. La voie règlementaire semble actuellement être une solution envisagée par le CRTC. Selon vous, une réglementation élaborée par le Conseil est-elle la meilleure façon de régler les problèmes concernant l'information offerte aux consommateurs? Quelle est, selon vous, la meilleure solution pour régler les problèmes rencontrés par les consommateurs?**

Depuis le début des démarches entreprises par le CRTC dans la mise en place d'un code obligatoire pour les fournisseurs de services sans fil mobiles, Bell estime que ce code doit mettre un terme à la confusion résultant de l'élaboration de règles par différentes juridictions. En effet, ce code devrait instaurer une réglementation unique, avec une portée nationale, au bénéfice des consommateurs et des fournisseurs de services.

### **En conclusion**

Nous n'avons pas de question sur ce sujet précis dans notre sondage, mais certains répondants nous ont confié ne pas se renseigner auprès de commerçants, et ce, parce qu'ils ont de la

difficulté à leur faire confiance. Dans un même ordre d'idée, le rapport annuel 2010-2011 du CPRST mettait en lumière le fait que certains consommateurs ne font pas confiance aux outils de mesure de données des fournisseurs.

- 17. Vous semble-t-il important que les consommateurs fassent confiance aux fournisseurs de services et autres commerçants? Si oui, comment créer un lien de confiance et le maintenir?**

La viabilité de l'industrie des télécommunications sans fil dépend de la confiance des consommateurs. Dans ce contexte, Bell déploie des efforts considérables afin de se mériter cette confiance en offrant des services qui sauront répondre aux attentes des consommateurs.

- 18. Entre temps, croyez-vous que la création d'outils et de documentation indépendante pourrait aider les consommateurs à être correctement informés sur l'utilisation et la gestion des données mobiles? À titre d'exemple, est-ce que l'usage d'une source indépendante permettant de comparer les prix des différents services mobiles ou une source indépendante permettant de surveiller la consommation de données serait des solutions envisageables, à la fois pour pallier le manque de confiance des consommateurs et pour faciliter leur compréhension de l'information offerte?**

Nous sommes confiants qu'avec les initiatives déjà mises en place par Bell, et les mesures du CRTC que nous avons appuyées, les consommateurs sont et continueront d'être bien informés sur l'utilisation et la gestion des données mobiles.

**Nous vous remercions de votre collaboration.  
Veuillez nous retourner le questionnaire complété à :**

**UNION DES CONSOMMATEURS**

Sophy Lambert-Racine, analyste télécommunications, radiodiffusion, inforoute et vie privée

T : 514 521-6820 poste 253

C : [Slambert-racine@uniondesconsommateurs.ca](mailto:Slambert-racine@uniondesconsommateurs.ca)

# Bienvenue chez Bell

Merci d'avoir choisi Bell comme fournisseur de services. Vous trouverez ci-dessous des informations utiles qui vous aideront à utiliser tous vos services dès maintenant. Un conseiller aux ventes se fera un plaisir de les regarder avec vous.

## La base

### Centre de messages

Rien de plus facile que de configurer votre Centre de messages (messagerie vocale). Il vous suffit de maintenir enfoncée la touche 1 de votre téléphone mobile et de suivre les commandes vocales. Si vous souhaitez le configurer à partir d'une ligne résidentielle, vous aurez besoin du mot de passe temporaire que vous trouverez sur votre entente de service. Pour en apprendre davantage sur le Centre de messages, visitez [bell.ca/guidededemarrage](http://bell.ca/guidededemarrage).

### Courriel

Si votre forfait comprend l'utilisation de données, vous pouvez configurer votre courriel personnel avec Windows Live<sup>MC</sup> Hotmail, Yahoo<sup>MD</sup> Mail, Gmail<sup>MC</sup> et plus encore. La configuration de courriel varie selon l'appareil. Pour plus d'information sur la configuration de courriel spécifique à votre appareil, visitez [bell.ca/guidededemarrage](http://bell.ca/guidededemarrage).

## Gérez votre compte en tout temps

### Téléchargez l'application

Gérez votre compte de partout grâce à l'application Libre-service de Bell. Vous pourrez ainsi mettre à jour votre solde, payer des factures, modifier vos contacts du forfait Mes Cinq ou Mes Dix ou ajouter des options directement de votre téléphone. Recherchez l'application dans toutes les boutiques d'applications en ligne en utilisant le mot clé « Bell ».

### Gérez votre compte en ligne

Vous pouvez également créer votre compte Mon Bell en ligne et obtenir plus d'options libre-service. Vous pourrez ainsi visionner votre historique mensuel de facturation et votre utilisation non facturée, gérer vos services et plus encore. Pour vous inscrire, visitez [bell.ca/monbell](http://bell.ca/monbell).

### Encore plus de façons de gérer votre compte

Par exemple: 1) à partir du navigateur mobile sur votre téléphone, 2) en envoyant sans frais un message texte au 46368 (INFOT) ou 3) en appelant nos services aux clients pendant les heures normales d'ouverture. Pour en savoir plus sur ces options, visitez [bell.ca/optionslibreservice](http://bell.ca/optionslibreservice).

## Conseils à conserver

### Première facture

Le montant de votre première facture peut être plus élevé que prévu car celle-ci peut inclure des frais uniques que vous ne retrouverez pas sur vos factures subséquentes.

Votre première facture peut inclure:

- Des frais uniques d'activation.
- Les frais de votre forfait et de vos options pour le mois suivant.
- Des frais partiels ou calculés au prorata. Ceux-ci sont applicables sur la période allant de la date d'activation de votre appareil, jusqu'à la date de facturation.

Pour plus d'information, visitez [bell.ca/facturesansfil](http://bell.ca/facturesansfil).

### À l'étranger

Avec Bell, vous profitez d'une couverture dans plus de 200 pays. Pour en savoir davantage sur l'utilisation de votre appareil lorsque vous voyagez ou pour de plus amples renseignements sur le service et la couverture et savoir comment économiser sur vos frais d'itinérance, visitez [bell.ca/couverture](http://bell.ca/couverture). Avant de partir à l'étranger, veuillez communiquer avec nous en composant \*611 depuis votre appareil ou encore le 1 800 667-0123 afin d'obtenir la confirmation que votre service d'itinérance internationale est activé.

### Garantie

Chaque appareil mobile de Bell est offert avec une garantie du fabricant de 12 mois. Pour prolonger votre couverture, vous pouvez opter pour le programme de garantie accrue du plan Entretien de téléphone mobile/intelligent lorsque vous achetez votre appareil. Votre facture constitue votre preuve d'achat si des réparations sont requises. Veuillez en conserver une copie pour vos dossiers. Pour plus de détails, visitez [bell.ca/garantie](http://bell.ca/garantie).

Pour plus d'information sur ce que vous pouvez faire avec votre appareil, visitez [bell.ca/guidededemarrage](http://bell.ca/guidededemarrage).

Microsoft<sup>®</sup>, Windows Phone, Windows Live<sup>®</sup> et Hotmail sont des marques de commerce du groupe d'entreprises Microsoft. Gmail est une marque déposée de Google Inc.



# Merci d'avoir choisi Bell Mobilité.

Voici quelques conseils pratiques pour vous aider à profiter au maximum de votre expérience mobile.

## Gérez votre compte depuis votre appareil.

L'application Libre-service est facile à utiliser et peut vous aider à faire ceci :

- Modifier les renseignements sur votre compte
- Ajouter des options à votre compte
- Vérifier votre utilisation des services voix, de données et de messagerie texte
- Vérifier les renseignements sur votre forfait

Cliquez simplement sur l'icône Libre-service préinstallée sur votre téléphone ou téléchargez-la gratuitement de votre boutique d'applications en tapant le mot-clé « Bell ».

Vous avez besoin d'aide pour obtenir l'application Libre-service? Rendez-vous à l'adresse [bell.ca/applicationlibreservice](http://bell.ca/applicationlibreservice)



## Familiarisez-vous avec votre appareil.

Découvrez comment utiliser votre téléphone grâce à nos ressources en ligne utiles, y compris des tutoriels pas à pas et des guides de l'utilisateur. Rendez-vous à l'adresse [bell.ca/soutienappareil](http://bell.ca/soutienappareil)

GÉREZ VOTRE COMPTE EN LIGNE	VOS RENSEIGNEMENTS DE FACTURATION	POUR FAIRE UN PAIEMENT
<p>Inscrivez-vous simplement sur le portail MonBell et vous pourrez faire ceci :</p> <ul style="list-style-type: none"> <li>• Modifier votre forfait</li> <li>• Vérifier votre solde</li> <li>• Vérifier votre utilisation des services voix, de données et de messagerie texte</li> </ul> <p>Configurer votre compte en ligne, c'est facile :</p> <ul style="list-style-type: none"> <li>• Rendez-vous à l'adresse <a href="http://bell.ca/inscription">bell.ca/inscription</a></li> <li>• Entrez votre numéro de compte ou votre numéro de téléphone mobile</li> <li>• Suivez les instructions à l'écran</li> </ul>	<p>Le montant de votre première facture sera plus élevé que celui des factures subséquentes. Voici pourquoi :</p> <ul style="list-style-type: none"> <li>• Les frais mensuels et tous les services ajoutés sont facturés un mois à l'avance</li> <li>• Votre facture comportera également des frais partiels calculés à partir du jour de l'activation de votre service, jusqu'à la date de facturation</li> <li>• S'il y a lieu, des frais pour la facture papier s'appliqueront</li> </ul> <p>Conseil : vous pouvez contribuer à protéger l'environnement et économiser 2 \$/mois en demandant la facturation sans papier une fois que votre compte sera inscrit sur le portail MonBell</p> <p>Pour en savoir plus sur votre première facture, rendez-vous à l'adresse <a href="http://bell.ca/guidededemarrage">bell.ca/guidededemarrage</a> puis cliquez sur « Votre facture Mobilité ».</p>	<p>Bell vous offre plusieurs moyens faciles de faire un paiement :</p> <ul style="list-style-type: none"> <li>• En ligne avec MonBell</li> <li>• Depuis votre appareil avec l'application Libre-service</li> <li>• Par prélèvements automatiques sur carte de crédit</li> <li>• Au moyen du service bancaire en ligne – inscrivez votre compte comme étant une facture à payer et faites des paiements mensuels (vous aurez besoin de votre numéro de client Bell Mobilité, qui figure dans le coin droit supérieur de votre facture)</li> </ul> <p>Pour en savoir plus sur les paiements, rendez-vous à l'adresse <a href="http://bell.ca/paiement">bell.ca/paiement</a></p>

### **1.3 TELUS, GIVEN TO UC ON APRIL 12, 2013**

## Consumer Use of Mobile Data QUESTIONNAIRE

**1. Generally, do you think consumers are correctly informed about the use of mobile data when buying a smart phone, a tablet, or a USB Internet access key?**

Les consommateurs achètent des téléphones intelligents, des tablettes ou des clés Internet parce qu'ils veulent profiter des avantages que procure le service de données mobile. Ils décident du type d'appareils à acheter et de la façon dont ils l'utilisent. En fait, la nature même des appareils connectés à Internet aujourd'hui repose sur le fait que le fournisseur de services mobiles ne contrôle pas l'utilisation des appareils de consommateurs et qu'il ne peut pas le faire. Cependant, TELUS fournit des renseignements détaillés et un grand éventail d'outils afin d'aider ses clients à gérer efficacement leur utilisation de données, comme nous l'expliquons ci-dessous.

**2. Does your organization offer consumers information about mobile data? If so, please summarize the type of information disclosed and the method of disclosure.**

TELUS offre aux consommateurs des renseignements sur la transmission de données mobile grâce à trois moyens principaux : en magasin, en ligne et à l'aide de la plus vaste gamme d'outils de gestion de l'utilisation de l'industrie.

1. En magasin – Nos représentants discutent avec chaque client de ses besoins prévus en matière d'utilisation de données dans le cadre du processus visant à déterminer le forfait qui lui convient le mieux. Si un client (qu'il soit nouveau ou existant) ne connaît pas bien l'utilisation des données mobiles, nous offrons des séances de formation individuelles de 45 minutes dans nos Centres de formation en magasin (<https://www.telusmobility.com/fr/QC/Learning-Centre>).

2. En ligne – TELUS fournit des renseignements détaillés sur son site web, notamment :

- Du soutien – Pour démarrer – Comprend de l'information sur l'utilisation de l'appareil et sur la façon de gérer l'utilisation des données, et fournit des liens vers des renseignements détaillés et propres à chaque appareil dans le Centre de formation en ligne (y compris un accès pratique aux guides de l'utilisateur du fabricant) [http://www.telusmobility.com/fr/QC/Getting\\_started/whb\\_post\\_using\\_your\\_device.shtml](http://www.telusmobility.com/fr/QC/Getting_started/whb_post_using_your_device.shtml).
- Un calculateur de données – Afin d'aider les clients à évaluer leur utilisation de données, nous proposons un calculateur de données convivial pouvant être personnalisé selon l'appareil du client, par exemple un téléphone intelligent, un appareil BlackBerry ou

*La force d'un réseau*

**Our regular members**

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[union@consommateur.qc.ca](mailto:union@consommateur.qc.ca) | [www.consommateur.qc.ca/union](http://www.consommateur.qc.ca/union)

une clé Internet :  
[http://www.telusmobility.com/fr/QC/mobile\\_internet\\_guide/data\\_calculator.shtml](http://www.telusmobility.com/fr/QC/mobile_internet_guide/data_calculator.shtml). Une  
autre page montre ce que les différents forfaits permettent de faire en matière d'utilisation  
de données mobiles :  
[http://www.telusmobility.com/fr/QC/mobile\\_internet\\_guide/descr1.shtml](http://www.telusmobility.com/fr/QC/mobile_internet_guide/descr1.shtml). Nous  
fournissons des renseignements similaires pour aider les clients qui voyagent à l'étranger  
à évaluer leur utilisation de données : [www.telusmobility.com/fr/QC/International/TELUS-D-internat-data-use-guide.shtml](http://www.telusmobility.com/fr/QC/International/TELUS-D-internat-data-use-guide.shtml).

3. Outils de gestion de l'utilisation de données – TELUS offre une gamme d'outils en ligne et sur l'appareil afin d'aider ses clients à gérer leur utilisation des données mobiles, tant au Canada qu'à l'étranger.

Mon compte TELUS – Les clients de TELUS peuvent accéder à leur utilisation de la transmission de la voix, de la messagerie texte et des données en ligne ou directement à partir de leur téléphone intelligent à l'aide de notre application Mon compte TELUS (<http://www.telusmobility.com/fr/QC/TELUS-Mobile-Account/index.shtml>). Au lancement de l'application, l'utilisateur voit d'abord l'icône Utilisation. En cliquant dessus, il accède à un écran très simple comportant trois sections : Données, Messagerie et Minutes de temps d'antenne. L'utilisation de données est exprimée en mégaoctets (Mo) utilisés et affiche tout montant exigible (c.-à-d. pour l'utilisation excédentaire, le cas échéant). Les clients qui souhaitent consulter régulièrement la somme de leur utilisation de données n'ont qu'à télécharger et à installer cette application gratuite pour la consulter lorsqu'ils le souhaitent. Les mêmes renseignements sont également accessibles à l'aide d'un navigateur web s'il est plus pratique pour le client de les consulter de cette façon.

Avis d'utilisation de données – Pour aider les clients à éviter des frais excédentaires, nous envoyons une série de messages texte lorsqu'ils atteignent certains seuils d'utilisation. TELUS envoie un message texte à tout utilisateur d'un téléphone mobile ou intelligent ou encore d'une clé Internet mobile dès l'instant où il s'apprête à dépasser l'utilisation de données comprise dans son forfait ou les options de données dont il dispose. (<http://www.telusmobility.com/fr/QC/Data-Notifications/>).

- Les avis d'utilisation de données permettent aux clients de gérer leur utilisation afin qu'ils puissent ajuster leur ensemble de transmission de données s'il y a lieu.
- Si le client a opté pour un forfait à utilisation de données, nous l'aviserons lorsqu'il aura utilisé 75 % et 95 % (le cas échéant) de son lot de données afin qu'il puisse changer son forfait de données ou rectifier son utilisation en conséquence.
- Si le client a opté pour la transmission de données payable à l'utilisation, nous l'aviserons lorsqu'il aura atteint une valeur de 10 \$, puis, le cas échéant, de 50 \$. Il pourra alors décider d'augmenter sa limite de données ou de modifier son utilisation en conséquence.
- Les avis d'utilisation des données sont gratuits.
- Les avis d'utilisation des données sont compatibles avec tous les appareils 3G et 4G de TELUS.

- Le client peut refuser de recevoir des avis. Pour ce faire, il peut accéder à son compte TELUS. S'il n'a pas de compte, il peut en ouvrir un.
- Le service d'avis d'utilisation de données sera activé par défaut à moins que le client ait opté pour un forfait Valeur sûre ou un forfait Haute vitesse mobile flexible ou encore une option de fusion ou de partage de données.
- Si son forfait comprend un lot de données au Canada seulement, le client recevra un avis lorsqu'il aura utilisé 75 % et 95 % (le cas échéant) du lot de données qui lui est alloué.
- Si son forfait comprend un lot de données, le client sera avisé lorsqu'il aura atteint une valeur de 10 \$ et de 50 \$ au-delà de sa limite d'utilisation de données.
- Si le client utilise une clé Internet mobile, il recevra des avis dans son gestionnaire de connexion.
- Si le client est sur le point d'atteindre sa limite d'utilisation de données, il peut songer à changer de forfaits ou d'options de transmission de données.
- La quantité de données envoyées et reçues au moyen de l'appareil est mesurée en kilo-octets (Ko) et indiquée en méga-octets (Mo) sur la facture. 1024 Ko = 1 Mo. 1 024 Mo = 1 Go.

Pour les clients qui le souhaitent, nous proposons des forfaits de données flexibles qui éliminent les frais d'utilisation excédentaire traditionnels. En effet, quand un client abonné à un forfait de données flexible dépasse la limite normale de données dans un mois donné, son forfait passe à la tranche tarifaire suivante pour ce mois seulement et revient ensuite à sa tranche habituelle le mois suivant. De plus amples renseignements se trouvent à la page suivante : [http://www.telusmobility.com/fr/QC/mobile\\_internet\\_guide/data\\_flex.shtml](http://www.telusmobility.com/fr/QC/mobile_internet_guide/data_flex.shtml).

TELUS offre également une vaste gamme d'avis et de protections aux clients qui voyagent à l'extérieur du Canada. De plus amples renseignements sur les seuils d'utilisation auxquels sont envoyés les avis se trouvent à la page suivante : <http://www.telusmobility.com/fr/QC/International/enhanced-data-notifications-and-international-data-blocking.shtml>. TELUS va plus loin que la plupart des fournisseurs et bloque l'utilisation des données à certains seuils. Le client doit alors confirmer qu'il souhaite continuer d'utiliser le service en itinérance. Comme un père de Vancouver, Matt Buie, l'a récemment découvert à la dure, non seulement le tarif des services d'itinérance payables à l'usage de TELUS au Mexique est six fois inférieur à ceux de Fido, mais TELUS aurait bloqué l'utilisation des données de son fils à 200 \$, ce qui aurait empêché les frais de M. Buie d'atteindre 22 000 \$ et la facture de 2 200 \$ qu'il a reçue à son retour (consultez l'article à : <http://www.cbc.ca/news/canada/british-columbia/story/2013/03/01/bc-rogers-roaming.html>).

3. **Do you apply specific procedures for informing your customers (in store and/or by phone) about access to mobile data? For example, do you ensure that some information is systematically disclosed by salespersons? If so, what information?**

Nos représentants discutent avec chaque client de ses besoins prévus en matière d'utilisation des données dans le cadre du processus visant à déterminer le forfait qui lui convient le mieux. D'autres renseignements sur l'utilisation de données en général se trouvent sur notre site web, comme nous l'avons mentionné plus haut. Si un client ne connaît pas bien l'utilisation de données mobiles, nous offrons des séances de formation individuelles de 45 minutes dans nos Centres de formation, comme nous l'avons expliqué précédemment.

As part of our survey, we asked respondents to tell us where they got their information about mobile data before making their purchase. Half of them (50%) said they received their information from their service provider. A minority were informed by their device manufacturer or by a salesperson in a department store (both categories totalling 26.7%). One third of respondents (30.9%) said they obtained no information from merchants.

**4. Do you think that merchants are responsible for informing customers diligently and fully about the use, monitoring and control of mobile data, or rather that consumers are responsible for obtaining information on their own?**

Selon notre expérience, la plupart des consommateurs qui achètent un téléphone intelligent, une tablette ou une clé Internet savent comment ces appareils fonctionnent et où trouver l'information quand ils en ont besoin. Les consommateurs qui ne savent pas trop comment fonctionne l'utilisation de données mobiles devraient le mentionner et le fournisseur devrait leur fournir les renseignements nécessaires à ce moment-là. Comme nous l'avons indiqué ci-dessus, non seulement TELUS communique un large éventail de renseignements, mais elle consacre également 45 minutes avec les consommateurs qui souhaitent en apprendre davantage sur leur appareil mobile.

Nous tenons à souligner que pour être statistiquement significatif, le chiffre de 30,9 % cité ci-dessus devrait être réparti entre les consommateurs qui ont eu besoin de recevoir cette information et ceux qui n'en ont pas eu besoin. On pourrait considérer ces derniers comme « n'ayant obtenu aucune information auprès des commerçants » parce qu'ils ne l'ont peut-être pas demandé. La plupart des utilisateurs de téléphones intelligents sont expérimentés et, soit n'ont pas besoin d'être informés sur les données mobiles par le fournisseur ou le fabricant, soit peuvent trouver l'information dont ils ont besoin sur Internet. En excluant ces consommateurs du chiffre de 30,9 %, ceux qui n'auraient reçu aucune information ne seraient que très peu nombreux. En ce qui concerne ces consommateurs, le problème n'est probablement pas un manque d'information accessible auprès des commerçants (ce n'est certainement pas le cas de TELUS), mais plutôt le fait de ne pas savoir que ces renseignements sont accessibles. Le client n'a qu'à demander à être dirigé vers cette information.

Cette question suppose que la connectivité aux données mobiles soit une chose à craindre, mais comme nous l'avons indiqué plus haut, cette connectivité est exactement ce que recherchent les acheteurs de téléphones intelligents, de tablettes et de clés Internet. Le fait de traiter chaque acheteur de ce type d'appareils comme s'il ne savait pas les utiliser conduirait probablement à une grande insatisfaction de leur part.

**5. Please name all those you think are responsible for correctly informing consumers about the way to use and monitor data consumption. Those actors may include service providers, retailers, manufacturers, government organizations, etc.**

Les consommateurs sont responsables de se renseigner sur la façon d'utiliser leurs appareils, mais les fabricants et les fournisseurs devraient rendre l'information accessible pour les aider à le faire – et ils le font. Les détaillants qui ne sont pas fournisseurs peuvent avoir plus de difficulté à jouer ce rôle, mais ils devraient orienter les consommateurs vers les renseignements disponibles auprès des fabricants et des fournisseurs qu'ils représentent au détail – et ils le font. Si le gouvernement ou les groupes de défense des consommateurs décidaient de jouer un rôle dans l'accessibilité de ces renseignements, TELUS ne s'y opposerait certainement pas, mais il serait important de veiller à ce que cette information soit à jour et exacte.

**6. Are you often confronted by consumers complaining about bills they find too high regarding mobile data usage? Generally, how have you tried to solve their problems (if applicable)?**

Étant donné que TELUS gère près de 8 millions de connexions mobiles, il faut dire que les problèmes liés aux frais de données mobiles sont très rares. Lorsque nous devons en facturer, nous tentons d'aider les clients autant que possible et, surtout, nous leur apprenons à éviter que de tels problèmes ne se reproduisent.

[REMARQUE : Est-ce que quelqu'un peut ajouter une touche Les clients d'abord ici?]

The annual reports of the Commissioner for Complaints for Telecommunications Services (CCTS) point out the many consumer complaints regarding wireless services. The 2010-2011 report emphasizes the difficulties encountered by consumers in monitoring, calculating and understanding their data usage. The report notably indicates that many consumers exceeded their allowed data usage, because some applications operate in the background, "with the customer having no idea that these applications were regularly conducting operations that consumed significant amounts of data."

The answers to two of our survey's questions appear to confirm this trend. We asked respondents when they learned that some applications could consume data in the background. The majority (63.8%) of respondents did not know this when buying their smart phone. In addition, only half (50.4%) of respondents said they already knew at the time of purchase that data access is usually activated by default on smart phones.

**7. Are you concerned that many consumers are not aware of this basic information about data use?**

Comme nous l'avons remarqué lors de l'audience traitant du code sur les services sans fil du CRTC, le phénomène des applications pour téléphones intelligents qui fonctionnent et qui utilisent des données en arrière-plan est courant. Toutefois, nous tenons à souligner que la nature des appareils mobiles actuels, qui constituent essentiellement de petits ordinateurs personnels, repose sur le fait que le consommateur contrôle les applications qu'il installe et la façon dont elles sont configurées. Tout comme les consommateurs maîtrisent les applications qu'ils installent sur leur ordinateur personnel et sont responsables de l'utilisation et des frais de données qui y sont associés, ils le sont également lorsqu'il est question de leurs appareils mobiles. Étant donné que les fournisseurs ne sont pas en mesure de maîtriser les applications que les consommateurs utilisent (et que les consommateurs ne souhaitent pas que les fournisseurs le fassent), les fournisseurs ne sont pas en mesure de contrôler l'utilisation de données en arrière-plan non plus. Cependant, TELUS s'efforce d'aider ses clients à comprendre leur appareil et l'utilisation des données par les applications en fournissant des tableaux de bord en ligne et sur l'appareil, ainsi que des avis gratuits relatifs à l'utilisation de données.

**8. Have you considered solutions to ensure that consumers are correctly informed about the operation of their mobile devices and about data transfer? If so, what solutions? Have you implemented them?**

Comme nous l'avons indiqué ci-dessus, TELUS a investi dans de nombreux outils afin d'aider les consommateurs à se renseigner sur leur appareil et leur utilisation des données.

**9. Have you considered solutions to prevent consumers from subscribing to data plans without knowing their actual usage limits? If so, what solutions? Have you implemented them?**

Les téléphones intelligents, les tablettes et les clés Internet sont des appareils électroniques pour consommateurs naturellement axés sur la transmission de données. Les déclarations affirmant que les fournisseurs devraient les vendre en désactivant la transmission de données ou suggérant que les consommateurs qui les achètent ne savent pas qu'ils sont conçus pour fournir une connectivité de transmission de données ne sont pas logiques. Comme nous l'avons indiqué plus haut, les besoins d'un client en matière de transmission de données sont abordés au point de vente dans le cadre du processus visant à déterminer le forfait qui convient le mieux au client.

**10. Have you considered solutions to ensure that consumers know about ways to monitor or control their data usage? If so, what solutions? Have you implemented them?**

Voir ci-dessus.

The majority of respondents to our survey opined that the information offered by service providers and retailers could be improved. Over 60% of respondents said they wanted to obtain more information about data usage, transfer and pricing, and about tools for monitoring and controlling data usage. In addition, a substantial proportion of respondents (44.1%) answered in the negative when asked if the information they received before and during a purchase was sufficiently clear and accessible for choosing the package or data option that would best meet their needs.

**11. Should the industry, or certain regulatory authorities, work harder to ensure better consumer information?**

TELUS s'intéresse toujours à ce type de commentaires, et les gens concernés au sein de l'entreprise en ont été informés. Il peut être parfois difficile d'informer les clients sans les submerger de renseignements dès le début de notre relation avec eux. Il est important pour nous, cependant, que les renseignements utiles soient à la disposition des clients quand ils en ont besoin et nous sommes toujours à la recherche de moyens de rendre cette information plus accessible.

Consumer behaviour can be affected by certain types of information about Internet access on a smart device – for example, information about: data activation/deactivation, background data consumption, all uses that consume data, Wi-Fi networks, data usage charges, overage charges, roaming data charges, ways of monitoring data usage, etc. Some of this information is hardly visible in the documentation offered by service providers. For example, some online information is found in website sections that will not necessarily be consulted by a customer before making a purchase and starting to use a device.

**12. In your view, what information definitely must be offered and indicated visibly by the provider or retailer, on websites and brochures, to minimize unforeseen data charges?**

Il est clair que les différents médias, comme la publicité, l'affichage et la documentation en magasin ou encore les sites web, offrent diverses possibilités pour communiquer l'information. Les lois sur la publicité énoncent déjà les renseignements importants qui doivent être fournis. Comme nous l'avons indiqué, les brochures sont souvent à la disposition des clients dans les points de vente au détail, mais il fait nul doute que la tendance s'éloigne du papier et se tourne vers l'information en ligne. En fait, plusieurs consommateurs préfèrent l'information en ligne. Étant donné que le sujet dont il est question, soit l'utilisation de données, est intrinsèquement lié à Internet et aux appareils pouvant être utilisés pour accéder à Internet, la préférence des consommateurs et la convenance des deux parties sont en faveur de l'information en ligne.

Dans le cas où un consommateur achète un téléphone intelligent et qu'il ne connaît pas bien la façon dont ce type d'appareils fonctionne, TELUS lui offre une séance individuelle de 45 minutes afin de lui montrer comment tirer le maximum de son appareil et de répondre à ses questions. Cela dit, TELUS ne demande pas aux représentants d'offrir cette formation à tous les clients. Nous croyons qu'il s'agit d'un bon équilibre entre le fait de rendre l'information accessible et celui de laisser les consommateurs choisir la quantité d'information à laquelle ils souhaitent accéder et à quel moment ils souhaitent le faire.

- 13. Do you find it problematic that some information is displayed only in very small characters, that some paragraphs are masked by default on a Web page, or that information is only accessible through multiple hyperlinks (or website addresses, in the case of brochures)? Do you think these practices can induce customers not to acquire all the information that would be necessary for them to make informed choices?**

TELUS s'efforce de rendre accessible aux clients potentiels toute l'information utile autant que possible. Nous souhaitons qu'ils deviennent des clients et, une fois qu'ils le sont, qu'ils demeurent des clients satisfaits. Cependant, nous ne pouvons pas parler pour les autres fournisseurs.

No doubt you know that a variety of terms is used for referring to Internet access through a service provider's wireless network: "data," "mobile Internet," data "transmission" and "usage," "data blocks," "data options"; the terms referring to the network itself are also very technical. The units of measurement used (Ko, Kb, KB, Mo, Mb, Go, Gb) and the way of calculating and explaining data pricing also vary from one provider to another.

We asked our respondents if they thought the terms used for referring to data should be made uniform; an overwhelming majority of 89.2% answered in the affirmative.

- 14. In your view, would uniformity among the terms used for measuring, quantifying and describing data be feasible and in consumers' interest?**

TELUS ne s'oppose pas à la normalisation des unités d'utilisation de données. Une telle normalisation pourrait imposer une certaine uniformité des activités à laquelle certains fournisseurs pourraient s'opposer, mais elle serait sans doute utile pour les consommateurs. Il suffirait de s'entendre sur les modalités, un sujet difficile à aborder pour les fournisseurs eux-mêmes et sur lequel il est difficile de s'entendre pour des raisons de concurrence.

- 15. Some telecommunications companies are more proactive than others for informing consumers about data usage on their device. Should standardizing industry**

**practices be considered as a solution, regarding information offered to consumers for choosing their data options and monitoring their data consumption?**

De telles pratiques découleront probablement de l'instance du CRTC sur l'établissement d'un code sur les services sans fil, une initiative que TELUS appuie.

Some possible solutions are being considered by regulatory authorities, particularly the CRTC. The draft mandatory code for wireless services notably suggests mandatory deactivation of data on devices used by consumers who have not subscribed to a data option. In addition, the code suggests mandatory notices when a consumer attains certain levels toward his usage limit; it also suggests configurable ceilings beyond which data access will be blocked.

- 16. The regulatory path currently seems to be a solution considered by the CRTC. In your view, are CRTC regulations the best way to solve consumer information problems? What do you think is the best solution for solving the problems encountered by consumers?**

Comme nous l'avons indiqué, un processus du CRTC est en cours. Le CRTC constitue l'organisme national de réglementation des services de télécommunications et se prononcera bientôt sur les renseignements qui doivent être fournis (portant sur plusieurs préoccupations des consommateurs, pas seulement l'utilisation de données). Les fournisseurs seront libres d'aller au-delà des règles de base que le CRTC mettra au point et TELUS s'attend à ce qu'ils le fassent.

**In conclusion**

Our survey contains no question on this specific subject, but some respondents admitted that they don't request information from merchants due to lack of trust. In the same vein, the annual CCTS report for 2010-2011 pointed out that some consumers don't trust providers' data measurement tools.

- 17. Do you think it important that consumers trust service providers and other merchants? If so, how could a relationship of trust be created and maintained?**

Oui. La confiance se gagne avec le temps et dépend d'interactions positives. Les fournisseurs concurrents doivent bâtir cette confiance avec leurs clients ou alors ceux-ci passeront à un autre fournisseur. Comme dans tout secteur d'activité, les fournisseurs qui ne s'intéressent pas à l'établissement de cette confiance peuvent s'attendre à souffrir sur le marché.

- 18. Meanwhile, do you think that an independent creation of tools and documentation could help consumers be properly informed about the use and management of mobile data? For example, should using an independent source for comparing the**

**prices of different mobile services, or for monitoring data consumption, be considered as possible solutions, both to compensate for consumers' lack of trust and to facilitate their understanding of the information provided?**

TELUS ne s'opposerait pas à l'élaboration d'outils et de documents indépendants sur l'utilisation des données mobiles, mais il serait important qu'ils soient fondés sur des renseignements à jour et exacts.

**Thank you for your cooperation.  
Please return the completed questionnaire to:**

**UNION DES CONSOMMATEURS**

Sophy Lambert-Racine,  
analyst for telecommunications, broadcasting, information highway and privacy  
Tel.: 514 521-6820 ext. 253

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## **APPENDIX 2. FULL WRITTEN ANSWERS FROM THE CRTC**

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### **2.1 CRTC, GIVEN TO UC ON MARCH 25, 2013.**

## Usage des données mobiles par les consommateurs

### QUESTIONNAIRE

1. **De façon générale, considérez-vous que les consommateurs sont correctement informés au sujet de l'usage de données mobiles, lorsqu'ils achètent un téléphone intelligent, une tablette, ou une clé USB d'accès Internet?**

Dans le cadre de l'instance portant sur l'élaboration d'un code obligatoire pour les services sans fil, le conseil a entendu des consommateurs qu'ils ont besoin de plus de renseignements sur ce sujet.

2. **Est-ce que votre organisation offre aux consommateurs des renseignements au sujet des données mobiles? Si oui, veuillez expliquer sommairement le type d'information qui est divulgué, et le mode de divulgation?**

Le Conseil travaille en ce moment sur des ressources informationnelles, mais actuellement nous n'avons pas de renseignements disponibles.

Dans le cadre de notre sondage, nous avons demandé aux répondants de nous indiquer auprès de quelle source ils s'étaient renseignés au sujet des données mobiles avant de procéder à leur achat. La moitié d'entre eux (50,5 %) ont indiqué s'être renseignés auprès de leur fournisseur de service. Une minorité s'est renseignée auprès du fabricant de leur appareil, ou auprès d'un vendeur dans un magasin grande surface (les deux catégories regroupent 26,7 %). Le tiers des répondants (30,9 %) ont indiqué ne pas s'être renseignés auprès de commerçants.

3. **Considérez-vous qu'il est de la responsabilité des commerçants d'informer les clients de façon diligente et complète au sujet de l'utilisation, de la surveillance et du contrôle des données mobiles, ou qu'il relève plutôt de la responsabilité du consommateur de se renseigner lui-même?**

La responsabilité doit être partagée entre le consommateur, le fournisseur de service et le commerçant (si ce dernier est une tierce partie). Les fournisseurs de service sont les experts dans l'utilisation et le contrôle des données mobiles; en revanche, les consommateurs doivent poser des questions sur ce qu'ils achètent afin de bien comprendre comment éviter des factures surprises.

4. **Veuillez nommer tous les acteurs à qui incombe selon vous, la responsabilité d'informer correctement le consommateur sur la façon d'utiliser et de surveiller la consommation de données. Cela peut inclure notamment les fournisseurs de services, commerces de détail, fabricants, organismes gouvernementaux, etc.**

Le moment de l'achat est la première occasion pour le consommateur d'être bien informé; la responsabilité reste au moins en partie avec le fournisseur de service ainsi

La force d'un réseau

**Nos membres réguliers**

ACEF ABITIBI-TÉMISCAMINGUE  
ACEF AMIANTE – BEAUCE – ETCHÉMIN  
ACEF DE L'EST DE MONTRÉAL

ACEF DE L'ÎLE-JÉSUS  
ACEF DE LANAUDIÈRE  
ACEF DU NORD DE MONTRÉAL  
ACEF ESTRIE

ACEF GRAND-PORTAGE  
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que le commerce où l'achat a eu lieu. Pour combler les lacunes, les organismes de défense des consommateurs ainsi que des organismes gouvernementaux peuvent assister en rendant disponible d'autres ressources.

**5. Êtes-vous souvent confrontés à des consommateurs qui se sont plaints de factures qu'ils jugent trop élevées du fait de l'usage de données mobiles? De façon générale, de quelle façon avez-vous tenté de régler leurs problèmes (le cas échéant)?**

Les plaintes au sujet des données mobiles sont traitées par le Commissaire aux plaintes relatives aux services de télécommunications (CPRST). Le Conseil encourage les consommateurs de contacter leur fournisseur de service en premier lieu, et faire le suivi avec le CPRST s'ils ne sont toujours pas satisfaits.

Les rapports annuels du Commissaire aux plaintes relatives aux services de télécommunications (CPRST) font état des nombreuses plaintes de consommateurs relativement aux services sans fil. Le rapport 2010-2011 souligne les difficultés que les consommateurs rencontrent lorsqu'il s'agit de surveiller, calculer et comprendre leur utilisation de données. Le rapport indiquait notamment que beaucoup de consommateurs dépassaient leur limite permise de données, du fait que certaines applications fonctionnent en arrière-plan et que les clients n'ont pas «conscience de l'importante consommation de données générée par les opérations régulières effectuées par ces applications».

Les réponses à deux questions de notre sondage semblent confirmer cette tendance. Nous avons demandé aux répondants à quel moment ils avaient appris que certaines applications pouvaient consommer des données en arrière-plan. La majorité (63,8 %) des répondants ne le savaient pas au moment d'acheter leur appareil intelligent. De plus, la moitié seulement des répondants (50,4 %) ont indiqué qu'ils savaient déjà au moment de l'achat que l'accès aux données est habituellement activé par défaut sur les téléphones intelligents.

**6. Trouvez-vous qu'il est préoccupant que plusieurs consommateurs ignorent ces renseignements de base au sujet de l'usage de données?**

C'est primordial que les consommateurs soient informés au sujet de la consommation des données. Les téléphones intelligents sont beaucoup plus complexes et rendent disponibles plusieurs services qui n'étaient pas communs auparavant; l'éducation du consommateur doit donc évoluer afin de suivre ces changements.

**7. Avez-vous envisagé des solutions pour vous assurer que les consommateurs soient correctement informés sur le fonctionnement de leurs appareils mobiles et du transfert de données? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

**8. Avez-vous envisagé des solutions pour éviter que les consommateurs adhèrent à des plans de données sans en connaître les limites concrètes d'utilisation? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

**9. Avez-vous envisagé des solutions pour vous assurer que les consommateurs connaissent les moyens de surveiller ou contrôler leur utilisation de données? Si oui, quelles sont-elles? Les avez-vous mises en application?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

La majorité des répondants de notre sondage ont indiqué qu'il trouvait que l'information offerte par les fournisseurs de services et les commerces de détail pouvait être améliorée. Plus de 60 % des répondants ont indiqué vouloir obtenir plus d'information sur le fonctionnement de l'utilisation et du transfert de données, sur la tarification des données et sur les outils qui permettent de surveiller ou contrôler leur utilisation. De plus, une proportion importante de répondants (44,1 %) ont répondu par la négative, quand nous leur avons demandé si l'information qui leur a été transmise avant et au moment de l'achat était suffisamment claire et accessible pour choisir le forfait ou l'option de données qui correspond le mieux à leurs besoins.

**10. Un plus grand travail d'information pourrait-il être envisagé par l'industrie? Par certaines autorités réglementaires?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

Certains types d'information concernant l'accès à Internet sur un appareil intelligent peuvent avoir une incidence sur le comportement des consommateurs : information au sujet de l'activation/désactivation des données, information sur la consommation de données en arrière-plan, information sur l'ensemble des usages qui consomment des données, information sur les réseaux wi-fi, les frais de données à l'usage, les frais d'utilisation excédentaire, les frais de transmission de données en itinérance, les façons de surveiller l'utilisation de données, etc. Certains des éléments mentionnés ci-haut font l'objet d'une visibilité très inégale, dans la documentation offerte par les fournisseurs de services. Par exemple, certains des renseignements disponibles en ligne se trouvent dans des sections des sites Internet qui ne seront pas nécessairement consultées par le client avant que celui-ci ne procède à l'achat et commence à utiliser son appareil.

- 11. Selon vous, quels renseignements devraient impérativement être offerts et indiqués visiblement par le fournisseur ou le commerçant de détail, sur les sites Internet et les brochures, afin de minimiser les frais de données imprévus?**

D'après les commentaires offerts par des Canadiens, toute information relative aux frais excédentaires est très importante. En même temps, les caractéristiques des appareils pour ce qui est de la consommation des données sont assez standardisées - les consommateurs doivent s'éduquer sur le fonctionnement de leurs téléphones intelligents, et la manière dont ils utilisent les données.

- 12. Est-ce que le fait que certains renseignements ne sont affichés qu'en taille très petite, que certains paragraphes par défaut sur une page Web soient masqués ou que l'information ne soit accessible que par le biais de multiples hyperliens (ou d'adresses de sites Internet, dans les cas des brochures) vous semble problématique? Êtes-vous d'avis que ces pratiques peuvent inciter les consommateurs à ne pas prendre connaissance de toute l'information qui leur serait nécessaire pour faire des choix éclairés?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

Vous n'êtes sans doute pas sans savoir que plusieurs termes différents sont employés pour parler d'accès à Internet via le réseau d'un fournisseur de services sans fil mobile. «Données», «Internet mobile», «transmission» et «utilisation» de données, «blocs» de données, «options» de données, les qualificatifs concernant le réseau sont également très techniques. Les unités de mesure employées (Ko, Kb, KB, Mo, Mb, Go) et la façon dont est calculée et expliquée la tarification des données varie également d'un fournisseur à l'autre.

Nous avons demandé à nos répondants s'ils trouvaient que les termes employés pour parler des données devaient être uniformisés : une majorité écrasante de 89,2 % a répondu par l'affirmative.

- 13. Selon vous, le fait d'uniformiser les termes employés pour mesurer, quantifier et décrire les données est-il faisable et souhaitable pour les consommateurs?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

- 14. Certaines entreprises de télécommunications sont plus proactives que d'autres quand il est question d'informer les consommateurs au sujet de l'usage de données sur leur appareil. L'uniformisation des pratiques de l'industrie en ce qui a trait à l'information offerte aux consommateurs pour choisir leurs options de données et surveiller leur consommation devrait-elle être une solution envisageable?**

Une industrie concurrentielle laisse de la place aux entreprises de se différencier et inciter de la concurrence. En même temps, le Conseil regarde en ce moment la question

des renseignements de base qui devraient être en place pour les consommateurs en ce qui a trait aux données mobiles.

Certaines pistes de solutions font l'objet de réflexion auprès d'autorités règlementaires, notamment devant le CRTC. L'ébauche du code obligatoire pour les services sans fil suggère notamment la désactivation obligatoire des données sur les appareils des consommateurs qui n'ont pas souscrit à une option de données. Le code suggère également des notifications obligatoires lorsque le consommateur atteint certains seuils de sa limite d'utilisation et suggère également des plafonds configurables au-dessus desquels l'accès aux données sera bloqué.

- 15. La voie règlementaire semble actuellement être une solution envisagée par le CRTC. Selon vous, une réglementation élaborée par le Conseil est-elle la meilleure façon de régler les problèmes concernant l'information offerte aux consommateurs? Quelle est, selon vous, la meilleure solution pour régler les problèmes rencontrés par les consommateurs?**

Ceci fait partie des enjeux discutés dans le cadre de l'instance sur le code sans fil. Le Conseil ne peut pas répondre pendant qu'il considère ses décisions dans ce dernier.

#### **En conclusion**

Nous n'avons pas de question sur ce sujet précis dans notre sondage, mais certains répondants nous ont confié ne pas se renseigner auprès de commerçants, et ce, parce qu'ils ont de la difficulté à leur faire confiance. Dans un même ordre d'idée, le rapport annuel 2010-2011 du CPRST mettait en lumière le fait que certains consommateurs ne font pas confiance aux outils de mesure de données des fournisseurs.

- 16. Vous semble-t-il important que les consommateurs fassent confiance aux fournisseurs de services et autres commerçants? Si oui, comment créer un lien de confiance et le maintenir?**

C'est essentiel que les consommateurs et les fournisseurs de services aient des relations positives, basées sur les droits et les responsabilités des deux parties. Le Conseil est de l'avis que le code obligatoire pour les services sans fil pourra inciter du progrès à cet égard. En standardisant certains aspects des renseignements transmis, le code va promouvoir de la transparence de l'information, laquelle étant une condition préalable pour la confiance entre les consommateurs et leurs fournisseurs de service.

- 17. Entre temps, croyez-vous que la création d'outils et de documentation indépendante pourrait aider les consommateurs à être correctement informés sur l'utilisation et la gestion des données mobiles? À titre d'exemple, est-ce que l'usage d'une source indépendante permettant de comparer les prix des différents services mobiles ou une source indépendante permettant de surveiller la consommation de données serait des solutions envisageables, à la fois pour**

**pallier le manque de confiance des consommateurs et pour faciliter leur compréhension de l'information offerte?**

Le Conseil supporte toujours l'accès à l'information et des renseignements qui peuvent aider les consommateurs dans leur prise de décisions.

**Nous vous remercions de votre collaboration.  
Veuillez nous retourner le questionnaire complété à :**

**UNION DES CONSOMMATEURS**

Sophy Lambert-Racine, analyste télécommunications, radiodiffusion, inforoute et vie privée

T : 514 521-6820 poste 253

C : [Slambert-racine@uniondesconsommateurs.ca](mailto:Slambert-racine@uniondesconsommateurs.ca)

## **APPENDIX 3. LIST OF SOURCES USED FOR THE DESK STUDY**

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### **3.1 WRITTEN BROCHURES**

### **3.1 BROCHURES ÉCRITES**

Échantillon aléatoire de brochures : une pour chaque fournisseur, sélectionné dans un bassin de brochures récoltées en juin 2012

#### **TELUS**

«Voix et données Téléphones mobiles, tablettes et Internet mobile [Afficheur et Messagerie vocale MAINTENANT INCLUS]», mai 2012, 4 pages.

#### **KODO MOBILE**

«Info Koodo Viva la mobilité libre !», avril 2012, 4 pages.

#### **ROGERS**

«FORFAITS appels, textos et Internet Des expériences Internet dignes de leaders mondiaux», juin 2012, 3 pages.

#### **FIDO**

«Service prépayé Aucun engagement Aucune vérification de crédit», mars 2012, 2 pages.

#### **BELL**

«Forfaits personnels Le service télé est maintenant inclus dans certains forfaits», mai 2012, 4 pages.

#### **VIRGIN MOBILE**

«Forfaits prépayés de Virgin Mobile Des forfaits prépayés en toute simplicité», mai 2012, 3 pages.

#### **VIDÉOTRON**

«The power to talk as long as you want – Mobile Services», mars 2012, 3 pages.

## **3.2 WEB SITES**

## **3.2 SITES WEB**

Ensemble de saisies d'écran réalisées entre le 27 septembre et le 4 novembre 2012 sur les sites web de Telus, Koodo mobile, Rogers, Fido, Bell, Virgin mobile et Vidéotron.

### **TELUS**

Saisies réalisées les 23 et 24 octobre 2012

Dans les sections «Forfaits», «Internet mobile», «Options», «Soutien», «Tablettes» et «Téléphones».

### **KOODO**

Saisies réalisées le 28 octobre 2012

Dans les sections «Forfaits» et «Aide».

### **ROGERS**

Saisies réalisées les 25 et 28 octobre 2012

Dans la section «Sans fils», sous-section : «Forfaits», «Couverture du réseau», «Options» et «Parlez à la carte», la section «Internet», sous-section «Internet sans fil» et section «Soutien».

### **FIDO**

Saisies réalisées les 31 octobre et 2 novembre 2012

Dans les sections «Magasinez» et «Soutien».

### **BELL**

Saisies réalisées le 4 novembre 2012

Dans la section «Mobilité», les sous-sections : «Couverture et déplacements», «Divertissement mobile», «Forfaits», «Options», «Téléphones, tablettes et Internet mobile».

### **VIRGIN**

Saisies réalisées le 29 octobre 2012

Dans les sections «Forfaits», «Ajouts» et «Aide».

### **VIDÉOTRON**

Saisies réalisées le 27 septembre 2012

Dans la section «Mobile», les sous sections «Forfaits mobiles», «Blocs de données», «Options», «Services payables à l'utilisation» et «Appareils et accessoires».

## **APPENDIX 4. ANSWERS FROM ACMA**

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## Consumer Use of Mobile Data

QUESTIONNAIRE SUBMITTED TO THE AUSTRALIAN  
COMMUNICATION AND MEDIA AUTHORITY  
(ACMA)

Our questions pertain essentially to the new “Telecommunications Consumer Protection Code” gradually being applied in Australia.

First, regarding this excerpt from the Code:

“1.1.7 Compliance with this Code does not guarantee compliance with any legislation or the requirements of any Regulator. The Code is not a substitute for legal advice.”

**1. Why such a provision? Is it because you think the Code alone does not cover all the consumer protection issues regarding telecommunications services? It is recognition that the Code’s obligations are inferior to legal obligations?**

Responsibility for consumer protection in the telecommunications industry in Australia is spread over a multitude of regulators. The regulatory framework is outlined in Chapter 3 of the 'Reconnecting the Customer: Final public inquiry report'. The Telecommunications Consumer Protections (TCP) Code is an industry code (written by industry) but there are other regulatory instruments.

The Telecommunications Industry Ombudsman (TIO), the Australian alternative dispute resolution body is not bound by an industry code in the matters it may accept complaints about.

Acts of Parliament are more enforceable than Industry codes. The Competition and Consumer Act 2010 contains the Australian Consumer Law (ACL) and is generalist in nature and covers unfair contract terms, a general ban on misleading and deceptive conduct, and a general ban on unconscionable conduct (in all industries).

Other relevant legislation in Australia includes the Telecommunications Act, 1997; the Telecommunications (Consumer Protections and Service Standards) Act 1999; and the ACL. Taken together these pieces of legislation regulate the industry. Pursuing a complaint under the TCP Code does not prevent someone from taking an action in another forum.

Concerning some of the Code’s general principles:

“3.2.1 A Supplier must provide accurate, relevant and current information to Consumers in a timely manner

*La force d'un réseau*

**Our regular members**

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ACEF DE LANAUDIÈRE  
ACEF DU NORD DE MONTRÉAL  
ACEF ESTRIE

ACEF GRAND-PORTAGE  
ACEF MONTRÉGIE-EST  
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4.1.1 Communication of Offer: A Supplier must communicate its Offers in a way which is clear, accurate and not misleading, to allow Consumers to make informed choices.

A Supplier must take the following actions to enable this outcome:

- (a) Language: use language to communicate its Offers (whether orally or in writing, including in the Supplier's Advertising) which is suited to the intended audience; and
- (b) Clarity: provide information about its Offers in a comprehensible, clear and accurate manner, without exaggeration or omission of key information."

2. **In your view, how have the above principles been applied regarding consumer information about mobile data?**

The current TCP Code has only been in place since 1 September 2012. Our observations are that the industry has stopped using confusing terms such as 'capped' and 'free', both generally and with respect to mobile data. Standard charging information which came in to force on 27 October 2012, and is outlined at clauses 4.2.6 (a) (iii) and 4.2.6 (b) of the TCP Code with respect to data appears to have been adhered to.

Suppliers also appear to be simplifying their language. There have yet to be any breaches of the Code on the four clauses outlined above.

Concerning the Critical Information Summary:

"4.1.2 Summary of Offer: A Supplier must provide a summary of each of its current Offers to allow Consumers to compare Offers provided by each Supplier which best suit their needs."

3. **Is the above a personalized summary that a consumer can request before entering into a contract, or is it a more generic tool that is not personalized and is offered to all customers?**

The Critical Information Summary (CIS) it is not personalized but is specific to each of a Supplier's current offers. An example of CIS is provided on the ACMA's website at:[http://www.acma.gov.au/webwr/\\_assets/main/lib311902/critical\\_info\\_summary.pdf](http://www.acma.gov.au/webwr/_assets/main/lib311902/critical_info_summary.pdf) and Suppliers must provide a CIS before entering into a contract or Standard Form of Agreement (SFOA) with a consumer.

4. **Must the summary be offered to a consumer as a summary of his concluded contract, or must it be offered before an agreement is made, to enable him, for example, to shop around for his telecommunications services?**

A CIS must be a separate document to the full contractual terms and conditions (clause 4.1.2 (b) (i) of the TCP Code). The RTC Inquiry told us that consumers had difficulties in understanding their telecommunications plans and difficulties in comparing telecommunications plans when they were deciding to choose between plans and different Suppliers. The CIS is a pre-purchase tool and requires Suppliers to explain their product offerings in a prescribed format over no more than two pages. It allows consumers to compare like with like. A CIS must be made available on the website and

where there are stores, in store. Except for some situations as outlined in in clauses 4.1.2 (e) (i) and (ii) of the TCP Code which relate to where cooling off periods apply or when the sale is not treated as an unsolicited consumer agreement and a consumer opts out of their right, suppliers need to also offer CIS over the phone.

5. **Why does the Code prescribe such a summary of the service offer? For what reasons did you think this solution would help solve consumers' information problems?**

The CIS allows for easy comparison between different provider options as it needs to be confined to two pages and contain directly comparable information in a particular order as outlined in clause 4.1.2 of the TCP Code. The advent of the CIS was in direct response to recommendations from the RTC public inquiry which called for better product explanations at the point of sale to assist consumers understand and compare telecommunications offers.

6. **On March 1, you published instructions regarding items that must be included in that summary. Why did you choose the following mandatory items:**

- The price of 1 MB of data?
- A link on the provider's website for access to the usage monitoring tool?
- A link to activate and configure usage alerts?
- Warnings about roaming costs (both international costs and the circumstances in which additional charges may be imposed in Australia when the service roams onto a different network)?

These items are contained in the TCP Code, at clause 4.1.2. Their inclusion was developed during the TCP Code development process which was facilitated by Communications Alliance (a self regulatory industry body). Other participants in the Code development and review process included the: TIO; Australian Competition & Consumer Commission (ACCC), Australian Communications Consumer Action Network (ACCAN); consumer representatives; industry representatives; and the ACMA.

As was observed in the RTC Inquiry at Section 4.10, a strategy adopted by many suppliers in Australia is to offer an included value package in the form of a monthly plan. Such plans typically offer a certain dollar value worth of calls, texts and sometimes data downloads for a minimum monthly spend; for example '\$500 worth of services for \$50'. The Inquiry found that these types of plans were an underlying cause of customer confusion. By including these first three mandatory items, the TCP Code addresses some of the confusion experienced by consumers in understanding included value.

The RTC inquiry found that bill shock - where higher than expected bills occurred or where consumers see their prepaid credit run down faster than expected was a large issue amongst consumers. The inquiry also found that bill shock commonly arose because of service providers not offering adequate credit control tools or mechanism for consumers. The introduction of usage alerts was a way to manage this. Further, the Enquiry found that international roaming was a large contributor to bill shock, hence the requirement now in the TCP Code to include warnings about roaming costs in the CIS.

In section 4.2 “Advertising,” certain obligations aim at compelling providers to be clear in their advertisements regarding data usage. Here are a few excerpts:

Prohibitions (in section 4.2.1):

“A Supplier must not engage in the following practices to enable this outcome:

(...)

(h) Prices for data allowances: use unqualified headline representations as to ongoing prices for specified data allowances in circumstances where the price for that data is likely to increase within a reasonable use period;

Obligations: (in section 4.2.6)

“Standard text advertising:

(b) Post-Paid Internet Plans with an Included Data Allowance: Prominently Display in Text Advertising the following standard pricing element when advertising the price or dollar value of a Post-Paid Service with such an internet plan: (i) the cost (prior to any Discounts being applied) of using one megabyte of data within Australia.”

7. **Why were such provisions included in the Code?**

Both provisions were included in the Code to improve transparency around cost for the consumer. In the Australian telecommunications landscape, suppliers typically levy at one rate in the included value allowance and then (higher) excess charges apply once the included value is 'used up'. These clauses attempt to clarify the prices for data and make them more visible to consumers.

Removing the ability to use an unqualified headline about ongoing prices for specified data allowances in circumstances where the price for that data is likely to increase reduces the likelihood of consumers experiencing bill shock. The same applies with clause 4.2.6 (b) which necessitates the use of a standard pricing element to be prominently displayed in text advertising in certain circumstances. The RTC inquiry found that there needed to be improved product disclosure before customers enter into a contract. This clause is one way of addressing that recommendation.

8. **Why must the price for each MB appear in advertisements as well?**

1 MB is an easily identifiable unit and many consumers rely on advertising to make decisions. In Australia, the majority of suppliers offer plans in terms of GB and MB so it is easy to specify the lowest common denominator as a single unit. Furthermore suppliers often charge excess data usage in terms of MB rather than shaping so it makes sense to require unit pricing when advertising to allow consumers to make comparisons between offers.

The next two questions pertain to the mandatory usage notices prescribed by the Code. Here is a relevant excerpt:

6.5.2 “Usage Notifications: For each Residential Customer who receives either an Included Value Plan or a Post-Paid Service for a broadband plan with an included data allowance from a Supplier:

- (a) where there is no Hard Cap (in relation to the allowance for calls/SMS), Shaping (data allowance) and/or equivalent measure that applies to the plan,
- (b) the usage type in question under the plan is not unlimited, and
- (c) in relation to Included Value Plans, where such plans were launched by the Supplier after 1 March 2012, then a Supplier must provide an electronic notification to that Post-Paid Service no later than 48 hours after the Customer has reached the following point each month:
  - (d) 50% of the expenditure and/or the data allowance which forms part of the included value in their plan (and if only one notification is sent by the Supplier, then whichever threshold occurs first);
  - (e) 85% of the expenditure and/or the data allowance which forms part of the included value in their plan (and if only one notification is sent by the Supplier, then whichever threshold occurs first);
  - (f) 100% of the expenditure and/or the data allowance which forms part of the included value in their plan (and if only one notification is sent by the Supplier, then whichever threshold occurs first).”

9. **Why was such a usage notice obligation included in the Code? Was it because you deemed it necessary that all consumers have such tools to monitor their data usage, or for other reasons?**

In short the answer is 'yes'. The RTC Inquiry found that consumers' inability to monitor the accumulation of charges during a billing period is one of the major causes of bill shock. An expenditure management tool as outlined above and involving usage notification on an equivalent platform-base (SMS for phone, email for internet) means that there is a consistent approach across the industry sector. In the development of the TCP Code the ACMA considered bill shock a key consumer detriment particularly for disadvantaged consumers.

10. **For the various available notices, why was a 48-hour period authorized between actual usage and the notice being given?**

As is discussed in RTC within Chapter 4, the structure of the telecommunications industry in Australia is complex. In the mobile market, a service provider can invest in its own mobile network infrastructure or become a mobile virtual network operator and resell another supplier's services. The chain of supply is often elongated and means that sometimes service providers are dependent upon one or more wholesale providers for information. Similarly, service providers who are unable to access real-time information about a customer's usage from a wholesaler, will be unable to make that information available to that customer.

Information given by Suppliers during the development of the TCP Code indicated that that technical delays in getting the information from downstream parties meant that usage information could not be provided in real time. 48 hours was a realistic compromise between parties in terms of getting up to date information but recognising the number of parties often involved in collecting this information..

11. **The following nuance is mentioned about the notifications: “and if only one notification is sent by the Supplier, then whichever threshold occurs first”? What does this mean? Does it allow the provider to send only one usage notice?**

This qualification was introduced into the TCP Code at the behest of industry who were concerned about the number of usage notifications they would be required to send within a 48 hour period. It would mean that a supplier need only send one notification if all three (voice, SMS and data) thresholds occurred within a 48 hour period.

In addition to usage notices, section 6.5.4 compels providers to offer consumers an additional usage management tool. The following is the list of what may be considered acceptable tools under the Code:

- “(i) the ability for Customers to access usage information that is near to real-time information e.g. ideally no older than 48 hours;
  - (ii) the ability for Customers to choose a product that features either cessation of a Telecommunications Service or of an aspect of a Telecommunications Service within an advised timeframe, or another form of control that limits use of the Telecommunications Service in such a way as to stop charges for that Telecommunications Service exceeding an agreed spend limit within the relevant Billing Period;
  - (iii) call barring or Restrictions on certain Telecommunications Services (e.g. for more expensive Telecommunications Services);
  - (iv) providing usage charge advice before or during the use of a high value Telecommunications Service;
  - (v) prepaid services (except those with a balance triggered automatic top up that has no limitations set on the automatic top up), which would not be deemed to meet the requirements of acting as a Spend Management Tool);
  - (vi) Hard Caps;
  - (vii) reducing broadband internet download speed when a usage limit is reached.
- or any other Spend Management Tool the Supplier may choose to offer.”

12. **In short, great flexibility has been granted to service providers, regarding the tools that may be offered to consumers. In the list above, the complexity of the proposed solutions varies a great deal. This is not the only Code provision that shows flexibility: the means of sending usage notices can also vary from one company to another. Why give service providers such latitude?**

Again, for the most part the TCP Code is an industry code written by industry, it is not within the ACMA's remit to write the Code. The usage notifications contained in 6.5.2 are mandatory and the other additional spend management tools offered at clause 6.5.4 compel a Suppliers to at least offer one alternative tool. This is an improvement on the

previous TCP Code from 2007 where at clause 7.3 Suppliers were limited to notifying Customers about the availability of credit control tools, making the tools available and providing customers with access to current information on unbilled amounts on their account but without any time limit (see [http://www.acma.gov.au/webwr/telcomm/industry\\_codes/codes/c628\\_2007.pdf](http://www.acma.gov.au/webwr/telcomm/industry_codes/codes/c628_2007.pdf))

13. **Finally, in your view, what should be the next step to better protect wireless service providers? Are there other approaches and solutions, not provided in your Code, that may or will be introduced to improve consumer access to information about mobile data services?**

We assume that this question relates to consumers as opposed to better protect 'wireless service providers'. If so, the ACMA is currently developing an International Roaming Standard of which a draft is currently available at: [http://www.acma.gov.au/scripts/nc.dll?WEB/STANDARD..PC/1001/pc=PC\\_600131](http://www.acma.gov.au/scripts/nc.dll?WEB/STANDARD..PC/1001/pc=PC_600131)

This standard will set out minimum requirements for all Suppliers to:

- a. give consumers information, on arrival at an overseas destination, about the charges applicable for the Suppliers' international roaming services at that destination; and
- b. permit consumers to decline continued provision of those international roaming services, at any time, while at that overseas destination.

**Thank you for your cooperation.  
Please return the completed questionnaire to:**

**UNION DES CONSOMMATEURS**

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## **APPENDIX 5. LEXICON**

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**Internet mobile**

Internet accessible par le biais du réseau d'un fournisseur de services sans fil. Ne pas confondre avec internet sans-fil, qui peut aussi désigner l'accès par wi-fi.

**Données mobiles**

Terme employé pour désigner le transfert de données par Internet par l'entremise d'un réseau mobile

**Limite d'usage**

Correspond à une limite d'utilisation de services sans fil, qu'il s'agisse de nombre de minutes ou de textes ou de quantité de données. Le dépassement de la limite allouée occasionne des frais excédentaires ou l'interruption du service.

**Forfait, plan ou option de données**

Services permettant l'accès à Internet mobile, offerts individuellement ou conjointement avec d'autres services sans fil.

**Restriction d'utilisation (ou exclusion)**

Correspond aux usages qui sont exclus des services offerts dans le cadre d'un forfait. Par exemple, les usages en itinérance sont habituellement exclus des services compris à l'intérieur d'un forfait.

**Fournisseur de services sans fil (FSSF)**

Fournisseur de services de télécommunications utilisant un réseau cellulaire.

**«Bill Shock»**

Locution anglaise couramment utilisée pour qualifier l'effet de choc que provoque la facturation de montants imprévus et habituellement élevés. Bien qu'il n'y ait pas d'expression ayant exactement le même sens en français, la documentation francophone tend à utiliser l'expression «facture surprise».

**Outil de gestion de l'utilisation**

Dans le cadre de cette recherche, cette expression est utilisée pour qualifier tous les outils susceptibles de permettre aux consommateurs de s'informer au sujet de leur utilisation ou de contrôler leur usage de données mobiles. Cela inclut notamment les relevés d'utilisation sur le site Web du fournisseur et par d'autres moyens, les avertissements par messages textes et les mécanismes de plafonnement de l'utilisation ou des frais excédentaires.

**Avis d'utilisation**

Expression utilisée pour qualifier uniquement les avertissements expédiés lorsque le consommateur atteint certains seuils d'utilisation de son service. Ces avertissements sont habituellement envoyés par message texte.

**Mention légale**

Terme générique employé dans le cadre de cette recherche pour qualifier les textes en retrait, dans la documentation des fournisseurs de services, à l'intérieur desquels sont indiqués différents renseignements supplémentaires au sujet du service. Cela peut inclure des renseignements aussi diversifiés que la dénonciation ou le détail des frais additionnels ou des mentions relatives aux marques de commerces. Ces renseignements sont habituellement présentés d'une façon qui n'en facilite pas la lecture.

### **Wi-Fi**

e Wi-Fi est une technologie qui permet la création de réseaux sans fil à haut débit. Le terme «Wi-Fi» est toutefois plus communément utilisé pour désigner les réseaux sans fil disponibles dans un lieu privé ou gratuitement dans un lieu public.

### **Réseau LTE**

La norme LTE (Long Term Evolution), l'évolution la plus récente en téléphonie mobile, offre, en 4e génération (4G LTE), une vitesse maximale théorique de près de quatre fois celle des réseaux HSPA+ (Evolved High-Speed Packet Access) actuels (150 Mbit/s vs. 42 Mbit/s).