

**PETITION TO THE GOVERNOR IN COUNCIL TO VARY**

**TELECOM DECISION CRTC 2014-101**

**APPENDIX D:  
EVIDENCE PRESENTED BY  
THE DIVERSITYCANADA FOUNDATION  
DURING THE WIRELESS CODE PROCEEDING  
(WHICH SHOWS THAT PREPAID WIRELESS ACCOUNTS HOLD CASH  
AND ARE NOT SUBJECT TO USAGE LIMITS)**

## **Prepaid Wireless Offerings**

- **Rogers**
- **Bell Mobility**
- **Virgin Mobile Canada**



Residential

Business

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BUNDLES

SUPPORT

Phones

Plans

Rogers One Number™

Add-ons &amp; Apps

Mobile Internet

Travel

Pay As You Go™

Red Hot Deals

Home | Wireless | Pay As You Go™ | Add-Ons &amp; Other Services

## ADD-ONS & OTHER SERVICES

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[Extreme Text Messaging](#)
[Top-Up to Win](#)
[Activate Your Phone](#)

TEXT MESSAGING

WIRELESS INTERNET  
ADD-ONS

LONG DISTANCE

ROAMING

PAY-PER-USE  
SERVICES

### Pay-Per-Use Services

Services	Rate
<b>Voicemail</b>	
Voicemail messages left in your mailbox	Local per minute rate <sup>1</sup>
Listening to Voicemail messages	Local per minute rate <sup>1</sup>
<b>Video &amp; Picture Messaging</b>	
Sent to Canada	50¢ per message sent <a href="#">More</a>
Sent to <a href="#">International destination</a>	75¢ per message sent <a href="#">More</a>
Video or picture message received	<a href="#">More</a>
<b>Ringtones</b>	
Downloadable ringtones	Starting at <b>\$2.10</b> plus 50¢ download fee
<b>Games</b>	
Downloadable games	Starting at <b>\$3.00</b> plus 50¢ download fee
Online games	5¢ per KB
<b>Graphics</b>	
Downloadable graphics	Starting at <b>\$1.50</b> plus 50¢ download fee
<b>Directory Assistance</b>	
Calls to 4-1-1 Directory Assistance for any Canadian listed phone number	<b>\$2.50/call</b> + Local per minute rate

Do a lot of texting? Learn more about our [text messaging rates and add-ons](#).

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**A chat representative will be with you in about 0 minute(s). Thank you for waiting.**

**Chat representative Francesca has joined the session and is ready to help. To start, please provide your name and home phone number.**

**Francesca:** Hello, thanks for visiting bell.ca. How can I help you today?

**You:** Hello Francesca. If I were to purchase a top-up for a prepaid wireless phone, what could I use the funds for? Is it that I can only use it for airtime (to make and receive calls), or can I buy other things with my prepaid balance?

**Francesca:** Hi,

**Francesca:** You can use the fund to make and receive calls and text.

**Francesca:** And to add any other prepaid feature/plan you need to pay for it separately.

**You:** Does Bell offer ringtones for sale that I can purchase with my prepaid balance?

**Francesca:** I'm sorry, we do not have such kind option.

**Francesca:** And in general you can use the Prepaid balance fund to make and receiver Calls and text.

**You:** Do you offer games for sale or apps?

**Francesca:** We do not have apps for sale with Prepaid option.

**Francesca:** We have unlimited text, and data add-on and unlimited evening option.

**You:** Can you explain what the data add-on is, please.

**Francesca:** Sure

**Francesca:** Can add 100 MB usage for \$10 /mo

**Francesca:** And 500 MB data for \$25 /mo on top of the base prepaid plan.

**You:** Okay. So with Bell prepaid, I can make and receive calls, send and receive texts, and browse the Internet.

**Francesca:** We have 3 kinds of Base prepaid plan.

**Francesca:** \$15 / \$25 / \$100

**Francesca:** You need to get any one plan ,and on topof the you can add data usage plan.

**You:** I can not do with a Bell prepaid account the fancy things I can do with other phone companies, such as buy wall papers, buy ring tones, buy games, buy apps.

**You:** Have I got that right?

**Francesca:** You can purchase ring tone, wall paper and games, and it cost extra.

**You:** I am talking about having a Bell prepaid account that's pay per use, not a monthly plan.

**Francesca:** Let me explain, if you have Mobile browser in your mobile, and with with your Prepaid fund you can purchase those.( Ring tone, Wall paper )

**You:** So, just to make sure I have this correct: If I have a pay-per-use Bell prepaid wireless account, can I use the funds in my prepaid account to buy ringtones, wallpapers, games, apps and music, in addition to making and receiving calls, sending and receiving texts and browsing the Internet? Will I be buying all these things from Bell using my prepaid balance?

**Francesca:** Yes, you are right.

**You:** And if I have a monthly prepaid plan, I can also do all those things, if I add extra funds to cover the cost of those extra purchases?

**Francesca:** Sure, if you have funds in your phone/plan, then you can utilize it for any use as listed above.

**You:** Okay. Thank you.

**Francesca:** You are welcome.

[ACTIVATE YOUR PREPAID ACCOUNT](#)[MY ACCOUNT](#)

# PREPAID TOP UP

## what's top up?

Topping up is how you add cash to your Virgin Mobile prepaid account. When you have a prepaid phone, use your cash to make phone calls, buy ringtones, send text messages, download games... it's up to you. When you have a Go Mobile stick, you add cash to your account to keep your account active so you can keep surfing.

It's kind of like refueling your car - just top up when you're low. Easy as that.

## how would you like to top up?

- Top up card payment
- Credit Card
- INTERAC® Online payment



Important! You need to be registered for online banking with your bank to use the INTERAC® Online service.

Click [here](#) to learn more about [the INTERAC® Online service](#)

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### Bank It Pre-Authorized Debit

You also have a pre-authorized debit payment option. Let us make it easy for you. Tell us how much you'd like to pay on what day of the month and we'll top you up right from your bank account. Log in to My Account to register for "Bank It Pre-Authorized Debit and we'll throw in a \$5 account bonus on your first debit payment.

[next](#)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CELIA SANKAR

Plaintiff

- and -

BELL MOBILITY INC. and BELL CANADA ENTERPRISES INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF MARIA FERRANTI  
(sworn November 29, 2012)**

I, Maria Ferranti, of the City of Toronto, MAKE OATH AND SAY:

1. As of November 23, 2012, I am the Director, Residential Services Customer Care with Bell Canada Enterprises Inc. From October 2004 to November 22, 2012 I was the Director of Customer Care with Virgin Mobile Canada ("Virgin Mobile"), a division of Bell Mobility Inc., and as such have knowledge of the matters set out in this affidavit. Where I refer to information or evidence that others have given to me, I have explained why I believe that information or evidence to be true.
2. Bell Canada and Bell Mobility Inc. are federally incorporated companies with head offices in Montreal, Quebec.

**Overview of payment methods for mobile phone services**

3. Bell Mobility Inc. offers mobile services under three brands: "Bell Mobility" "Solo Mobile" and "Virgin Mobile" (the "Brands"). Currently, Bell Mobility Inc. is accepting new customers for the Bell Mobility and Virgin Mobile Brands, and serves existing customers for all three Brands. At the material time identified in the Statement of Claim, Bell Mobility Inc. was accepting new customers for all three Brands.
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4. A customer who wishes to open an account for mobile phone services with a Brand has two options. Customers who already have a mobile phone compatible with Bell Mobility Inc.'s wireless network can buy a SIM card (a removable memory chip that contains unique identifying information for the customer) from the Brand and insert it into their mobile phone. Customers who do not have a compatible mobile phone or want a new mobile phone can purchase a new phone from the Brand of their choice.

5. The terms and conditions of service for each Brand are included with the package in which the customer receives either a SIM card or new mobile phone, as well as on the website of the Brand. Copies of the applicable terms and conditions for each Brand are attached to my affidavit as Exhibits "A", "B", and "C".

6. Virgin Mobile customers are required to visit the Virgin Mobile website or call the interactive voice recognition ("IVR") system to activate their phone. When Virgin Mobile customers use the website, the website displays a copy of the relevant terms and conditions and the customers must press 'Accept' to activate their phone. When Virgin Mobile customers call the IVR system, they must press 1 to confirm that they have read the terms and conditions either in their package or on the Virgin Mobile website in order to activate their phone.

7. Bell Mobility and Solo Mobility customers are required to visit the Brand websites or call the Brand's National Channel Support ("NCS") center to activate their phone. When customers use the Brand's website, the website displays a copy of the relevant terms and conditions and the customers must press 'Accept' to activate their phone. When customers call the Brand's NCS center, they are supposed to be asked if they have reviewed the terms and conditions by the agent. If not, customers are asked if they would like to review the terms and conditions with the agent or review it on their own. Should any customer decide to review on his or her own, the agent will ask the customer to review the terms and conditions and call back to complete activation.

8. Each of the Brands offers two broad payment methods for mobile phone services: postpaid accounts and prepaid accounts. Customers with postpaid accounts are billed once a month for mobile services, while customers with prepaid accounts must deposit funds into their account in advance to cover the services they intend to

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use. Beyond that distinction, postpaid accounts and prepaid accounts offer a similar range of services and features.

9. The Brands offer numerous flat rate monthly service plans. For instance, as of the date of this affidavit, a customer on a postpaid account with Virgin Mobile can choose a plan such as the \$63 per month plan. Under this plan, each month the customer obtains access to up to 200 minutes of local phone calls, unlimited local phone calls on evenings and weekends, unlimited text messages within Canada, and 1 gigabyte ("GB") of data usage (for email and internet browsing). A customer can also customize a selected plan with additional features, such as 100 long distance minutes within Canada for \$10 per month. If a postpaid customer uses more services in a month than are included in his or her plan, the customer is charged for the additional services on a pay-per-use basis (for example, 45¢ per minute for local phone calls).

10. A customer on a prepaid account can similarly select a plan from a number of options, each with a different combination of services. For instance, as of the date of this affidavit, a customer with Virgin Mobile can choose a plan such as the \$25 per month plan, under which they obtain access to up to 100 minutes of local phone calls, unlimited text messages to Canada and the U.S. from within Canada, and 100 megabytes ("MB") of data. As with postpaid plans, a customer can customize the selected plan with additional features, such as up to 100 MB of additional data usage for \$10 per month. As well, as with postpaid plans, if, in any given month, a customer on a prepaid monthly plan uses more services than are included in the selected plan, the customer is charged for the additional services on a pay-per-use basis (for example, 30¢ per minute for local phone calls) as long as the customer has placed sufficient funds in his or her account to cover these additional services. A copy of the webpages from the Virgin Mobile website listing all currently available prepaid monthly plans and additional features is attached to my affidavit as Exhibit "D".

11. Bell Mobility and Solo Mobile provide services on the same basis as Virgin Mobile, as described above, but with different plans. Copies of the webpages from the Bell Mobility and Solo Mobile websites listing all currently available prepaid monthly plans and additional features are attached to my affidavit as Exhibits "E" and "F".

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12. As noted above, customers on a prepaid account are responsible for depositing sufficient funds into their account in advance to cover the services they intend to use. For customers who have selected a prepaid monthly plan, once a month the Brand deducts the price of the plan plus any chosen features from the customer's account. The Brand makes this deduction on the date in each month identified when the customer first selects the plan; the date therefore varies from customer to customer. If a customer has insufficient funds in his or her account on that day to cover the costs of the monthly plan, the Brand automatically charges the customer on a pay-per-use basis. When this happens, the customer is charged at the pay-per-use rate as he uses the services, and therefore must still have sufficient funds in the account to cover the cost of those services.

13. Customers on a prepaid account have the additional option of signing up for access to services on pay-per-use basis without any monthly plan. In this case the customer must have sufficient funds in this or her account to cover the cost of any services used.

14. When a customer, whether on a postpaid or prepaid account, does not use up all of the services included in her plan within any given month, those unused services are not carried over to the next month. Similarly, as described below, a customer with prepaid pay-per-use service does not use all of the funds in his prepaid account before the end of a specified active period, the unused funds are not carried over beyond the end of that period unless the customer makes a further 'top up' payment into his account.

**'Top up' payments**

15. Customers on prepaid accounts, whether or not they are on a monthly plan, have a number of ways to place funds in – or to 'top up' – their account in order to ensure that there are sufficient funds to cover the cost of their monthly plan plus access to additional features or their pay-per-use activity, and to ensure that their prepaid account stays active. Each Brand's practice concerning the deactivation of unused prepaid accounts is discussed in detail below.

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16. In order to ensure that there are always sufficient funds in their account, customers with all three Brands can set up automatic top up payments. Customers can also authorize the specific Brand to:

- (a) deduct a credit card payment for a specified amount when the funds in their account balance falls below a set level, or on the day before the account would otherwise become inactive; or
- (b) make a monthly withdrawal in a specified amount from their bank account on a pre-determined date.

17. Customers can also make one-time top up payments in any amount between \$15 and \$200 using their credit card (Virgin Mobile customers can use a debit card as well). To do so, customers can log onto their account through the relevant Brand's website to make a credit card or debit card payment, or they can register their credit card with the Brand so they can top up their account using a program on their mobile phone. Customers can also make a credit card payment by calling the relevant Brand's customer service representative.

18. Finally, top up vouchers are available for purchase by customers at one of three different types of retail outlets:

- (a) retailers such as Best Buy, Future Shop, 7-Eleven, and Wal-Mart, who are licensed to sell products and services of a Bell Mobility Inc. Brand. Top up vouchers are sold at a large number of such retailers, a full list of which is attached to my affidavit as Schedule "A";
- (b) dealers (smaller retailers who typically specialize in products and services of a Bell Mobility Inc. Brand sold under license); and
- (c) corporate stores, which are owned and operated directly by Bell Mobility Inc. and sells products and service of one or more of the Brands.

19. Top up vouchers sold at retailers and dealers are sold by employees of the business and not by Bell Mobility Inc. employees. Bell Mobility Inc. has no practical control over what information about the prepaid services these employees communicate to customers.

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20. Top up vouchers are sold in specific denominations: \$15, \$25, \$50, and \$100 for Virgin Mobile and Bell Mobility; \$20 and \$30 for Solo Mobile. While all three Brands formerly sold top up vouchers in the form of physical cards that customers could purchase "off the rack", none of the Brands have done so during the proposed class period. Instead, when a customer purchases a top up voucher from one of the three types of outlets described above, the retailer gives the customer a sales receipt showing a Personal Identification Number ("PIN"). A copy of sample sales receipts with a PIN for all three Brands is attached to my affidavit as Exhibit "G".

21. Some retail outlets do display physical cards (although they are usually just cardboard), however these are not top up vouchers. A customer may select a physical card, take it to the store check-out where the card is scanned by a store employee and, upon paying, obtain a sales receipt with a PIN. Whether a customer purchases a top up voucher by this method or by simply requesting one directly at the store check-out makes no practical difference. It is the PIN on the receipt that is important because that is what enables the customer to apply the value of the top up voucher to their account.

22. Customers can apply the value of a top up voucher to their accounts in a variety of ways:

- (a) by accessing their account on the specific Brand's website and entering the PIN when prompted;
- (b) by calling and providing the PIN to the specific Brand's customer service representative who places the value of the voucher in the customer's account on their behalf;
- (c) by calling and accessing the specific Brand's IVR system and entering the PIN when prompted;
- (d) by entering the PIN via a software application on their mobile phone; or
- (e) by having the PIN activated by a sales representative at a retail, dealer, or corporate store location using one of the above methods.

23. There is no time limit within which customers must use a top up voucher. Customers who purchase a top up voucher may wait as long as they like to apply the

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value of the voucher to their account. However, once a customer applies the top up voucher to his or her account, the amount placed in the account is treated the same as funds placed in the account using any of the other payment methods described above.

**Deactivation of prepaid accounts**

24. Customers with prepaid accounts are required to make periodic top up payments in order to keep their accounts active. The length of time that a customer has to make a new top up payment and keep his or her account active – what is known as the active period – is determined by the value of the customer's last top up payment, as follows:

**Virgin Mobile**

Top up payment	Active period
\$15 - \$24	30 days
\$25 - \$99	60 days
\$100 - \$200	365 days

**Bell Mobility**

Top up payment	Active period
\$15 - \$24	30 days
\$25 - \$99	60 days
\$100 - \$200	365 days

**Solo Mobile**

Top up payment	Active period
\$20 - \$29	45 days
\$30	75 days

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25. A chart with the applicable active periods appears on the websites for all three Brands:

- (a) On the Virgin Mobile website in two separate pages on the Support section: 'Topping Up', a copy of which is attached to my affidavit as Exhibit "H"; and 'Ways to Pay Your Bill', a copy of which is attached to my affidavit as Exhibit "I".
- (b) On the Bell Mobility website in the Support section: 'How to top up the funds in my prepaid phone account', a copy of which is attached to my affidavit as Exhibit "J".
- (c) On the Solo Mobile website in the Support section: 'Topping up your prepaid account', a copy of which is attached to my affidavit as Exhibit "K".

26. This information is also provided on the physical cards for all three Brands displayed at retail locations (where these are available), examples of which are attached to my affidavit as Exhibit "L", and the receipts containing a PIN provided to the customer after purchasing a top up voucher, a copy of which is attached to my affidavit as Exhibit "G".

27. Customers may also ask employees at those locations any questions they have about the top-up system. Since the employees of retailers and dealers are not Bell employees, Bell has no practical control over what these employees might tell customers about the length of time they have to use top-ups once they are applied to an account.

28. For customers on a prepaid account, the active period is automatically extended by 30 days every time funds are deducted from a customer's account for the monthly plan payment.

29. If a customer does not top up his or her account during the active period, and the active period is not otherwise extended by a monthly plan payment, the account becomes inactive and the customer loses the ability to apply any unused account balance for future services. A customer can regain access to prepaid services by

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making another top up payment within a certain time limit, although the customer's account balance from the time the account became inactive will not be restored.

30. If a prepaid account remains inactive for 120 days, the Brand will deactivate the account. This means that the phone number associated with the prepaid account is put back into circulation and the customer must complete a new activation to use a phone under any of the Brands.

31. In practice, the Brands provide a longer period for customers to top up their account than is set out in the above charts, although the timing has changed over the course of the proposed class period and is different over the three Brands.

**Virgin Mobile**

32. From the start of the proposed class period until September 9, 2010, a customer's prepaid account with Virgin Mobile became inactive on the second day after the end of the active period between midnight and 4:00 a.m.

*Example*

A customer's last top up payment was for \$15 on January 1 at 10:00 a.m.

The active period for a \$15 top up payment is 30 days, or to January 31. However, the customer's account would only become inactive on February 2 (32 days after the last top up payment) at some point between midnight and 4:00 a.m.

33. From September 10, 2010 to the present, a customer's prepaid account with Virgin Mobile becomes inactive on the first day after the end of the active period at the same time of day as when the top up payment was made.

*Example*

A customer's last top up payment was for \$15 on January 1 at 10:00 a.m.

The active period for a \$15 top up payment is 30 days, or to January 31. However, the customer's account would only become inactive on February 1 (31 days after the last top up payment) at 10:00 a.m.

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***Bell Mobility and Solo Mobile***

34. From the start of the proposed class period until the end January 2011, a customer's prepaid account with Bell Mobility or Solo Mobile became inactive at the end of the first day after the end of the expiration period.

*Example*

A customer's last top up payment was for \$15 on January 1 at 10:00 a.m.

The active period for a \$15 top up payment is 30 days, or to January 31. However, the customer's account would only become inactive on February 1 (31 days after the last top up payment) at 11:59 p.m.

35. From February 2011 to the present, a customer's prepaid account with Bell Mobility or Solo Mobile becomes inactive on the first day after the end of the expiration period at the same time of day as when the top up payment was made.

*Example*

A customer's last top up payment was for \$15 on January 1 at 10:00 a.m.

The active period for a \$15 top up payment is 30 days, or to January 31. However, the customer's account would only become inactive on February 1 (31 days after the last top up payment) at 10:00 a.m.

36. As a courtesy, all three Brands will reactivate a customer's account and restore the account balance the first time the customer fails to make a top up payment before the end of the active period when the customer requests reactivation in writing.

37. All three Brands use a number of methods, in addition to the methods described above at paragraphs 25 and 26, to make customers aware of the date and time when their prepaid account will become inactive if they do not make a further top up payment.

38. All three Brands notify customers of the date and time when the active period will end at the time that they make a top up payment:

- (a) Customers who make a top up payment on any Brand's website or via an application on their mobile phone can see on their computer or mobile phone screen of the date and time their account will become inactive at the conclusion of the transaction. Screenshots showing this information provided in the course of sample website and mobile phone top up payments for each of the Brands are attached to my affidavit as Exhibits "M", "N", and "O"; and
- (b) For customers who make a top up payment by phone, each Brand's customer service representatives are instructed to notify the customer at the end of the transaction of the date and time their account will become inactive. The specific date and time on which their account will become inactive appears on the customer service representative's computer screen at the time they register the top up payment. Screen shots showing the information available to a customer service representative for a sample top up payment for each of the Brands are attached to my affidavit as Exhibits "P", "Q", and "R".

39. Whatever method customers use for making a top up payment – by purchasing a top up voucher, through the Brand's website or via an application on their mobile phone, or over the phone from the Brand's customer service representative – customers are given and notified of a date and time when their account will become inactive that is one day after the end of the time of their active period. For example, in the case of a customer who makes a top up payment corresponding to a 30 day active period, the customer is notified that their account will become inactive 31 days after the date of the payment (assuming that they do not make an additional top up payment to extend the active period).

40. Customers can also take steps to check the date and time when their prepaid account will become inactive if they do not make a further top up payment:

- (a) Customers can log in to their account on the specific Brand's website or via an application on their mobile phone at any time during the active period to view their account balance and the date and time their account

will become inactive as set out in Exhibits "M", "N", and "O" to my affidavit; and

- (b) Customers can call the specific Brand and obtain their account balance and the date and time their account will become inactive from a customer service representative. Customer service representatives can access the customer's account information on their computer screen to determine this information, as set out in Exhibits "P", "Q", and "R" to my affidavit.

41. Once again, the date and time communicated to a customer by any of these methods is one day after the end of the applicable active period. Thus, for a top up payment corresponding to a 30 day activation period, the date and time communicated to the customer on which their account will expire if no other top up payment is made is 31 days after the top up payment.

42. The only exception to the above is for Bell Mobility and Solo Mobile customers who call into their respective Brand's IVR system. In that case, customers are notified that their account will become inactive in 30 days after the top up payment: "Your funds will expire on <30 days>".

43. Finally, all three Brands provide notice to customers when their accounts are just about to become inactive.

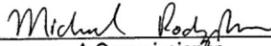
44. Virgin Mobile automatically sends a text message to any customer who has not registered for an automatic top up, notifying him or her that his balance will imminently expire, three days before the date that his account becomes inactive, that is, one day after the end of the active period. This automatic text message reads:

Hey! Your balance will expire on <31 days>. Top up today at My Account. Why not register for Auto Top up +never lose your balance!

45. Bell Mobility and Solo Mobile automatically provide customers with a 'whisper message' that plays at the start of any voice call the customer makes from their mobile phone within the last three days of the active period. The 'whisper message' advises the customer as follows: "Your balance will expire on <31 days>".

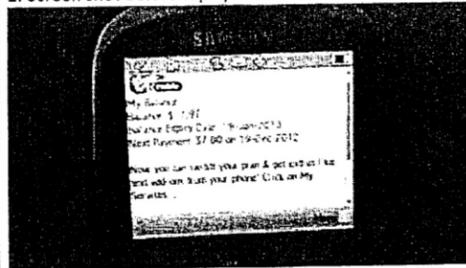
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This is Exhibit "M" referred to in the  
Affidavit of MARIA FERRANTI, sworn  
before me this 29<sup>th</sup> day of November, 2012

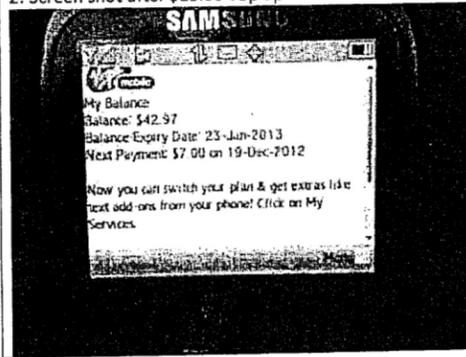
  
A Commissioner

Michael Graeme Podzyhun, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires May 10, 2014.

1. Screen shot before top up



2. Screen shot after \$25.00 Top up



This is Exhibit "N" referred to in the  
Affidavit of MARIA FERRANTI, sworn  
before me this 29<sup>th</sup> day of November, 2012

  
A Commissioner

Michael Graeme Podzyhun, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires May 10, 2014.

1. Screen shot before top up



2. Screen shot after \$25 top up

