



## Telecom Order CRTC 2017-433

PDF version

Ottawa, 6 December 2017

*File numbers: Bell Mobility Tariff Notice 3, Rogers Communications Canada Inc. Tariff Notice 52, and TELUS Communications Company Tariff Notice 519*

### **Follow-up to Telecom Decision 2017-56: Wholesale mobile wireless roaming service tariffs – Final terms and conditions**

*The Commission **approves** on a final basis the terms and conditions for the Commission-mandated wholesale mobile wireless roaming services (mandated wholesale roaming) offered by Bell Mobility, RCCI, and TCI (collectively, the national wireless carriers), subject to the revisions set out in this order. The Commission **directs** the national wireless carriers to issue revised tariff pages reflecting the Commission’s determinations herein within **30 days of the date of this order**. The revised terms and conditions will replace the interim terms and conditions that are currently in place.*

*The Commission’s determinations in this order will provide regulatory certainty for companies currently providing and receiving mandated wholesale roaming, and will ensure that mandated wholesale roaming is governed by terms and conditions that fully reflect the regulatory framework for wholesale mobile wireless roaming services established by the Commission in Telecom Regulatory Policy 2015-177 and in Telecom Decision 2017-56. The interim rates for this service will remain in place until the Commission makes determinations with respect to final rates.*

*The Commission notes the ongoing Telecom Notice of Consultation 2017-259 proceeding regarding the directive in Order in Council P.C. 2017-0557 to reconsider Telecom Decision 2017-56. However, the Commission considers that it would be in the public interest to dispose of the national wireless carriers’ tariff notices while that proceeding is continuing and that doing so will not compromise the Commission’s ability to carry out that reconsideration.*

#### **Background**

1. In Telecom Regulatory Policy 2015-177 (also referred to as “the wholesale wireless framework”), the Commission determined that it was necessary to mandate the provision of Global System for Mobile communications (GSM)-based wholesale roaming services (mandated wholesale roaming) by Bell Mobility Inc. (Bell Mobility), Rogers Communications Canada Inc. (RCCI),<sup>1</sup> and

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<sup>1</sup> RCCI holds all the business activities, including assets and liabilities, of the former Rogers Communications Partnership, which ceased to exist on 1 January 2016. For ease of reference, “RCCI” is used in this order.

TELUS Communications Inc. (TCI)<sup>2</sup> [collectively, the national wireless carriers] to other Canadian wireless carriers (wholesale roaming customers). The Commission also determined that the services were to be provided pursuant to tariffed rates, terms, and conditions.

2. The Commission therefore directed the national wireless carriers to issue interim tariff pages reflecting the determinations established in the wholesale wireless framework, and indicated that final approval would follow a thorough review of the proposed tariffs. However, several of the national wireless carriers' wholesale roaming customers objected to the terms and conditions included in the interim tariffs that were issued, arguing that they were more onerous than the terms and conditions in their existing roaming agreements.
3. In response, by way of [letter](#) dated 30 November 2015, the Commission set out on an interim basis uniform terms and conditions for the national wireless carriers' mandated wholesale roaming tariffs. These terms and conditions incorporated by reference the most recent existing agreements (other than rates) between the national wireless carriers and their wholesale roaming customers negotiated prior to 5 May 2015, to the extent that those agreements were not inconsistent with the other interim terms and conditions. The national wireless carriers were directed to file proposed final tariff pages for Commission approval.
4. Following its review of the proposed final tariff pages, the Commission issued Telecom Decision 2017-56 (also referred to as "the Decision"), in which it determined that changes were required to the terms and conditions set out in the tariff pages and that these changes, once implemented and approved by the Commission, would ensure that, among other things, the national wireless carriers' tariffs (i) reflected the policy established in the wholesale wireless framework; (ii) defined the scope of mandated wholesale roaming to avoid potential anti-competitive behaviour by the national wireless carriers; (iii) recognized the principle that the national wireless carriers are not required to provide access to their networks to service providers and their customers that do not qualify for mandated wholesale roaming; and (iv) prevented customers that purchase mandated wholesale roaming, or their mobile virtual network operators (MVNOs),<sup>3</sup> from making unauthorized use of the national wireless carriers' networks.
5. In the Decision, the Commission also clarified that mandated wholesale roaming was intended to provide the end-users of wholesale roaming customers with only incidental access to the national wireless carriers' networks. It noted that public Wi-Fi does not form part of a wholesale roaming customer's home network for the purpose of establishing what constitutes incidental use of a national wireless carrier's

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<sup>2</sup> In the proceeding, submissions were received from TELUS Communications Company (TCC). However, effective 1 October 2017, TCC's assets were legally transferred to TCI and TCC ceased to exist. For ease of reference, "TCI" is used in this order.

<sup>3</sup> An MVNO is a type of reseller; it is a wireless service provider that does not own spectrum or operate its own radio access network.

network. According to the Commission, including public Wi-Fi in the definition of “home network” would undermine the policy objectives of mandated wholesale roaming, since it would discourage wholesale roaming customers from investing in their facilities.

6. On 1 June 2017, in Order in Council P.C. 2017-0557 (the Order in Council), the Governor in Council referred Telecom Decision 2017-56 back to the Commission to reconsider, by 31 March 2018, whether the definition of “home network” should be broadened to include other forms of connectivity, such as Wi-Fi.<sup>4</sup> Accordingly, on 20 July 2017, the Commission issued Telecom Notice of Consultation 2017-259, initiating the reconsideration proceeding. That proceeding is ongoing.

## **Applications**

7. On 10 April 2017, the national wireless carriers filed tariff notices in which they proposed revised terms and conditions that reflected the Commission’s directives from Telecom Decision 2017-56.
8. The Commission received interventions regarding these applications from Bragg Communications Incorporated, carrying on business as Eastlink (Eastlink); Freedom Mobile Inc. (Freedom Mobile); Ice Wireless Inc. (Ice Wireless); and Quebecor Media Inc., on behalf of Videotron G.P. (Videotron) [collectively, the interveners].
9. The public record of this proceeding, which closed on 23 May 2017, is available on the Commission’s website at [www.crtc.gc.ca](http://www.crtc.gc.ca) or by using the file numbers provided above.
10. The Commission acknowledges that the tariff notices under consideration were filed in response to the Decision, which is, at the time of publication of this order, subject to reconsideration. However, the Commission considers that it would be in the public interest for it to dispose of these tariff notices while the reconsideration proceeding is continuing. Finalizing the terms and conditions for mandated wholesale roaming will provide regulatory certainty for the industry, and will ensure that the service is governed by terms and conditions that fully reflect the wholesale wireless framework instead of by the interim terms and conditions that are currently in place.
11. The Commission also considers that if subsequent modifications to the tariffs are necessary, finalizing the terms and conditions for the time being would not prevent or complicate those changes being made at a later date.
12. The Commission finds that the national wireless carriers’ revised proposed terms and conditions with regard to certain provisions are consistent with the directives set out in Telecom Decision 2017-56 and require no further modification. These include

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<sup>4</sup> The Governor in Council directed the Commission to consider, among other things, the impact that such a broadened definition would have on the affordability of services and on investment in wireless service infrastructure.

provisions related to what type of access to a national wireless carrier's network mandated wholesale roaming provides, mobile phone number restrictions, permanent roaming restrictions, traffic forecasts, call hand-back, and insurance.

## **Issues**

13. The interveners raised concerns regarding the consistency of certain other provisions in the national wireless carriers' proposed terms and conditions with the directives set out in Telecom Decision 2017-56. Accordingly, the Commission has identified the following issues regarding the national wireless carriers' final tariff terms and conditions to be addressed in this order:

- Has RCCI removed sales, marketing, and device restrictions?
- Have the national wireless carriers removed the restrictions on in-footprint roaming and traffic offloading?
- Have Bell Mobility and TCI reflected the Commission's directives regarding network change provisions?
- Have the national wireless carriers implemented the Commission's directives regarding quality of service provisions?
- Have the national wireless carriers implemented the Commission's directives regarding suspension and termination of service provisions?
- Have Bell Mobility and RCCI revised their definitions of their available networks?
- Have the national wireless carriers implemented the Commission's directives regarding interconnection with wholesale roaming customers?
- Have Bell Mobility and RCCI replaced their proposed limitation of liability provisions with those included in the CLEC Model Tariff and RCCI's Access Services Tariff, respectively?

## **Has RCCI removed sales, marketing, and device restrictions?**

14. In the Decision, the Commission directed RCCI to remove certain restrictions related to how a wholesale roaming customer and its resellers may market their services. These restrictions included prohibitions against marketing that would result in permanent or excessive roaming, and against selling services at physical retail locations situated outside the home carrier's network footprint.

## **Positions of parties**

15. Eastlink, Ice Wireless, and Videotron submitted that RCCI's proposed terms and conditions in tariff items 800.3.5(b) – Excessive Roaming and 800.14.1 – Trade Names and Trademarks still contained marketing restrictions that contradicted the Commission's directives, and that RCCI should be directed to remove these items from its tariff.
16. Videotron submitted that the marketing restriction in RCCI's proposed terms and conditions disregards the Commission's directives in the Decision with respect to permanent roaming. Further, Videotron submitted that the two tariff items contradict each other by, on the one hand, prohibiting marketing services on the basis that customers have the ability to roam on RCCI's public mobile network (PMN) and, on the other hand, allowing the wholesale roaming customer to disclose RCCI's identity as a roaming partner to end-users. Videotron also submitted that RCCI did not remove tariff provisions regarding the use of trademarks and trade names, as directed by the Commission. Eastlink submitted that RCCI should rename the heading of item 800.3.5 to something more reflective of its contents.
17. RCCI submitted that it had removed its provisions regarding the use of trademarks and trade names, as required by the Decision, and that the remaining marketing and promotion restrictions contained in its tariff were permissible.
18. RCCI added that, contrary to Videotron's position, its tariff is not internally contradictory. It argued that there is a substantial difference between the mere disclosure of the company's name, as allowed in item 800.14.1, and the restriction on any more substantial use of RCCI's name in the active marketing and promotion of the wholesale roaming customers in item 800.3.5(b).
19. RCCI agreed to rename item 800.3.5 to properly reflect its contents when it refiles its tariff.

## **Commission's analysis and determinations**

20. The purpose of item 800.3.5(b) is to prohibit wholesale roaming customers and MVNOs from actively marketing or promoting communications services to the public in a way that would represent the national wireless carrier's network as part of the wholesale roaming customer's network, for instance, by referring to features of RCCI's network, such as performance and geographic coverage, as though they were features of the wholesale roaming customer's network.
21. The Commission does not consider that item 800.3.5(b) contradicts item 800.14.1. The first sentence of item 800.14.1 permits the wholesale roaming customer to disclose RCCI's name to the customer's current and potential end-users, as required in the Decision. Items 800.3.5(b) and 800.14.1 only prohibit the wholesale roaming customer from actively marketing RCCI's network as its own, and the directives in the decision do not forbid RCCI from including in its tariff such a provision.

22. The Commission therefore considers RCCI's marketing restrictions set out in items 800.3.5(b) and 800.14.1, as proposed, to be reasonable and **directs** RCCI to rename the heading of item 800.3.5 to "Network and Service Restrictions" to better reflect its contents.

### **Have the national wireless carriers removed the restrictions on in-footprint roaming and traffic offloading?**

23. In the Decision, the Commission directed the national wireless carriers to remove from their tariffs the proposed restrictions on in-footprint roaming<sup>5</sup> and traffic offloading,<sup>6</sup> and to add a clause that states that the wholesale roaming customer must take all reasonable steps to ensure that its end-users configure their devices to register on the wholesale roaming customer's network in priority over all other available networks where roaming is permitted, in order to minimize in-footprint roaming and traffic offloading.

### **Bell Mobility**

#### **Positions of parties**

24. Bell Mobility provided its proposed definition of "Roaming" under tariff item 100.1.(a)(23) – Definitions, which limited the service availability to the wholesale roaming customer's end-users only when they travel outside their home carrier's network footprint.
25. Eastlink and Ice Wireless submitted that Bell Mobility's proposed terms and conditions in this item would prohibit in-footprint roaming and traffic offloading, contrary to the directive in the Decision, and that the company should therefore be directed to remove this restriction from its tariff.
26. In reply, Bell Mobility agreed to modify its tariff to comply with the directive in the Decision.

#### **Commission's analysis and determinations**

27. To be consistent with the directive in the Decision, the Commission **directs** Bell Mobility to modify its proposed item 100.1.(a)(23), as shown in the Appendix to this order.

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<sup>5</sup> In-footprint roaming occurs when a wholesale roaming customer's end-users roam on the national wireless carrier's network while they are within their home carrier's network footprint because of the existence of coverage gaps or areas of weak signal strength within the wholesale roaming customer's own territory.

<sup>6</sup> Traffic offloading occurs when a wholesale roaming customer uses roaming to move end-user traffic to the national wireless carrier's network, even when the wholesale roaming customer's network is in the same geographic area. It might occur even when the signal strength is strong, depending on the configuration of the end-user's device.

## **RCCI**

### **Positions of parties**

28. Eastlink and Ice Wireless submitted that despite the directive in the Decision to remove the proposed restrictions on in-footprint roaming and traffic offloading, item 800.1.20 (the definition of “Services”) of RCCI’s proposed tariff limited roaming end-users’ access to RCCI’s network to when they travel outside the wholesale roaming customer’s network footprint; therefore, RCCI should be required to remove this limitation from its tariff.
29. In addition, Eastlink and Ice Wireless submitted that RCCI’s proposed item 800.4.2.4 requires the wholesale roaming customer to ensure that their roaming end-users’ devices are configured to preferentially register on the wholesale roaming customer’s PMN over all other available networks where roaming is permitted. They submitted that the phrase “to ensure” in this tariff item should be replaced with “must take all reasonable steps” to conform to the directive in the Decision. In support, Eastlink submitted that there are cases where end-users may make manual changes to select an alternative carrier – inadvertently or otherwise – that may take some time to correct by Eastlink reaching out to the end-user.
30. RCCI replied that its proposed tariff has never contained any restrictions on in-footprint roaming or occasional traffic offloading. While item 800.1.20 limits the availability of RCCI’s roaming service to when end-users travel outside the wholesale roaming customer’s network footprint, items 800.1.26 (the definition of “Wholesale Roaming Customer Footprint”) and 800.1.17 (the definition of “Radio Frequency Presence”) ensure that end-users of wholesale roaming customers will be able to roam on RCCI’s mobile wireless network where there are coverage gaps in the home network, as well as where signal strength is insufficient to initiate a call.
31. With respect to the configuration of end-users’ devices, RCCI agreed to modify item 800.4.2.4 to reflect Eastlink’s and Ice Wireless’s comments.

### **Commission’s analysis and determinations**

32. As noted above, item 800.1.20 allows roaming end-users access to RCCI’s PMN only when they travel outside the wholesale roaming customer’s network footprint. However, items 800.1.17 and 800.1.26 define the footprint to include only areas where the wholesale roaming customer has sufficient signal strength to enable a wireless voice call to be initiated. The Commission interprets this language as prohibiting neither traffic offloading nor in-footprint roaming. In the Commission’s view, this means that the end-users of a wholesale roaming customer would be able to access RCCI’s PMN within the wholesale roaming customer’s home territory if the wholesale roaming customer has some coverage gaps within its home territory, or when its signal strength within its own territory is weak.

33. Accordingly, the above three tariff items, when considered together, meet the directive in the Decision. Therefore, no further modifications to RCCI's proposed terms are required in this regard.
34. The Commission considers that RCCI's proposed text in item 800.4.2.4, requiring that wholesale roaming customers "ensure" the registration of roaming end-users' devices on their PMNs is too constraining. Rather, it would be more consistent with the directive in the Decision if wholesale roaming customers were required to "take all reasonable steps" to ensure such registration, and if it were clarified that the goal of this provision is "to minimize in-footprint roaming and traffic offloading."
35. Accordingly, the Commission **directs** RCCI to modify its proposed item 800.4.2.4, as shown in the Appendix.

## **TCI**

### **Positions of parties**

36. Eastlink and Ice Wireless submitted that TCI's proposed definitions of roaming in items 233.1 – Service Description and 233.2 – Definitions should be modified to remove restrictions on in-footprint roaming, consistent with the Decision.
37. Eastlink further submitted that TCI should be directed to (i) remove the first paragraph of item 233.3.15, which defines the purpose of roaming based on Telecom Regulatory Policy 2015-177; (ii) modify the second paragraph of item 233.3.16 to allow for the wholesale roaming customer to "take all reasonable steps to ensure" that its handsets preferentially seek out its network (rather than simply to "ensure"), on the basis that the company cannot ensure that its end-users' devices are always configured to prefer Eastlink's network; and (iii) remove the remaining three paragraphs of item 233.3.16 because they impose unnecessarily onerous conditions on wholesale roaming customers regarding traffic offloading.
38. Freedom Mobile submitted that item 233.3.16 goes well beyond what the Commission determined in the Decision with regard to in-footprint roaming and traffic offloading, and that this item should therefore be deleted.
39. With regard to Eastlink's request to remove the first paragraph of item 233.3.15, TCI submitted that its description of roaming service is based on the Commission's requirements set out in Telecom Regulatory Policy 2015-177, and that the company would be willing to add a reference to Telecom Decision 2017-56 in item 233.1 to clearly show the company's intent to follow that decision.
40. Furthermore, TCI submitted that item 233.3.16 ensures that the wholesale roaming customer configures its handsets to seek out the home network in preference to the TCI network when the home network is available, and that this is one of the "reasonable" steps that a wholesale roaming customer should be undertaking. With respect to traffic offloading, TCI submitted that the provision in item 233.3.16 is reasonable and consistent with the Decision.

### **Commission's analysis and determinations**

41. The definition of roaming service provided in items 233.1 and 233.2 allows the wholesale roaming customer's end-users to use services offered on a visited wireless carrier's network only when the end-users travel outside their home carrier's network footprint. The Commission is of the view that this is overly restrictive since it does not allow a wholesale roaming customer's end-users to access TCI's PMN when there is a coverage gap or when the wholesale roaming customer's signal strength is weak within its own home territory. This is contrary to the Commission's directives in the Decision; accordingly, the tariff items should be modified to permit in-footprint roaming and traffic offloading by removing the qualification that end-users of the wholesale roaming customer must be outside the wholesale roaming customer's network footprint.
42. In response to Eastlink's request to remove the reference to Telecom Regulatory Policy 2015-177 in describing the roaming service, the Commission agrees with TCI's proposal to modify item 233.1 to include a reference to the Decision. For completeness, the Commission further **directs** TCI to add a reference to this order (Telecom Order 2017-433) in the tariff item.
43. TCI's tariff provision in item 233.3.16 states that the wholesale roaming customer "will ensure that" its end-users' handsets preferentially seek out its home network when the wholesale roaming customer's network is successfully identified with a signal strength that can provide service. The Commission considers that this text should be replaced with "will take all reasonable steps to ensure that" to allow for situations where a wholesale roaming customer's end-users make changes manually that may take some time for the wholesale roaming customer to correct.
44. Eastlink requested that TCI remove the last three paragraphs of item 233.3.16, which deal with traffic offloading, from its tariff. These provisions allow TCI to monitor the degree of traffic offloading in TCI's PMN and inform the wholesale roaming customer that it should minimize in-footprint roaming and traffic offloading. These provisions are not in conflict with the associated directives in the Decision because they do not forbid in-footprint roaming or traffic offloading. Accordingly, they may be maintained.
45. In light of the above, the Commission **directs** TCI to make further modifications to its proposed revised items 233.1, 233.2 (definitions of "GSM-based roaming service" and "Wholesale Roaming"), and 233.3.16, as shown in the Appendix.

### **Have Bell Mobility and TCI reflected the Commission's directives regarding network change provisions?**

46. In the Decision, the Commission directed the national wireless carriers to (i) limit the scope of acceptable potential changes to network changes only, and not to include modifications to mandated wholesale roaming; (ii) add a provision stating that network changes that can be made unilaterally are limited to those that affect all end-users in a similar manner, irrespective of their wireless carrier, to prevent unjust

discrimination; and (iii) modify the tariff clauses related to network changes to indicate that the national wireless carriers must make all commercially reasonable efforts to provide wholesale roaming customers with 90 days' notice of the changes.

## **Bell Mobility**

### **Positions of parties**

47. Eastlink submitted that Bell Mobility's proposed tariff item 100.6.(a) – Design and Ownership of PMNs deals with roaming service modifications only in general, while the specifics of the network changes were included in item 100.8.(a) – Changes to Roaming. The company submitted that these items should be explicitly linked and that the notification period for a wholesale roaming customer, set out in item 100.8.(c)(2), should be changed from 30 days to 90 days to reflect the directive in the Decision.
48. In reply, Bell Mobility submitted a revised version of its proposed tariff reflecting Eastlink's comments.

### **Commission's analysis and determinations**

49. The Commission considers that Eastlink's proposed changes, and Bell Mobility's revised proposed tariff, are appropriate and aligned with the directives in the Decision. Accordingly, the Commission **directs** Bell Mobility to modify items 100.6.(a) and 100.8.(c)(2) as shown in the Appendix.

## **TCI**

### **Positions of parties**

50. Eastlink submitted that, to reflect the Commission's directives in the Decision, the following changes should be made to TCI's proposed tariff item 233.3.9 – Management of Modifications to the Roaming Services, Facilities and Certain Procedural Matters: (i) state in item 233.3.9.a – Changes to Roaming Services that service changes are limited to network changes only, (ii) modify the text in item 233.3.9.a to indicate that changes shall apply “in a similar manner” to equivalent services provided by TCI to its own customers; and (iii) delete item 233.3.9.c – No Limits on Changes, because it gives TCI broad permission to make unilateral changes to the service, instead of network changes only.
51. Freedom Mobile submitted that TCI's proposed wording in item 233.3.9.a includes changes to the service for any reason within TCI's sole discretion, contrary to the directives in the Decision, and suggested that the following changes be made: (i) limit service changes to network changes only in items 233.3.9.a and 233.3.9.c, and (ii) change “commercially reasonable efforts” to “all commercially reasonable efforts” with regard to the notification period in item 233.3.9.a.

52. TCI disagreed with Eastlink and Freedom Mobile, stating that its network change provisions (i) limit such changes to those that affect all end-users, including its own, in a similar manner; and (ii) give TCI the ability to make changes only for the management of its network, which is equivalent to network changes as described in the Decision. In addition, TCI submitted that item 233.3.9.c is consistent with the Decision and merely provides the company with the ability to ensure that its GSM-based roaming service remains aligned with industry standards.

#### **Commission's analysis and determinations**

53. Item 233.3.9.a would permit TCI to make a broader range of changes than those described in the Decision, which limits permissible changes to network changes only. For consistency with the Decision, the text should be modified by (i) deleting "among other things" when referring to changes to the service, and limiting such changes to network changes only; and (ii) reflecting that any changes made to the network will affect all end-users of TCI's PMN in a similar manner.
54. Insofar as item 233.3.9.c provides TCI with the ability to ensure that its services are aligned with industry standards, it is appropriate; however, this item requires modification.
55. The Commission considers that Eastlink's and Freedom Mobile's suggested changes to items 233.3.9.a and 233.3.9.c, such as the addition of "in a similar manner" and "all" and the deletion of the heading "No Limits on Changes", are appropriate and consistent with the directives in the Decision.
56. Accordingly, the Commission **directs** TCI to modify items 233.3.9.a and 233.3.9.c, as shown in the Appendix.

#### **Have the national wireless carriers implemented the Commission's directives regarding quality of service provisions?**

57. In the Decision, the Commission directed the national wireless carriers to amend their proposed quality of service provisions in several specific ways, including by ensuring that their tariffs guarantee wholesale roaming customers' end-users the ability to access voice and data services at a level of quality comparable to that offered for similar services to the national wireless carriers' own end-users.

#### **Bell Mobility**

##### **Positions of parties**

58. Eastlink and Videotron submitted that Bell Mobility should revise item 100.7 – Limitations on Roaming to more clearly reflect the directive in the Decision to provide a minimum level of quality of service to the wholesale roaming customer's end-users. Eastlink submitted that this change could be accomplished by adding "provided that the Services shall provide End-users with the ability to access voice and data services at a level of quality comparable to that offered for similar services to the Company's own customers" to the last sentence of item 100.7.(1).

59. Videotron also submitted that Bell Mobility should modify item 100.7.(1) to comply with the Commission's directive to include only a single quality of service provision by deleting the reference to inherent limitations of the service. It further submitted that Bell Mobility should make clear that it will provide the same level of service to end-users of both Bell Mobility and the wholesale roaming customer when, for example, the service is interrupted or limited in certain situations.
60. Bell Mobility replied that the wording that Eastlink and Videotron requested is already included in item 100.5 – Implementation of Roaming, and proposed to address their concern by modifying item 100.7.(1) to make that item subject to item 100.5.
61. Bell Mobility submitted that the reference to inherent limitations identified by Videotron is not related to quality of service and, further, that these limitations are common to all carriers offering mobile wireless services, including Videotron.

#### **Commission's analysis and determinations**

62. The Commission considers that Bell Mobility's proposed modification is a necessary but insufficient measure to address the concerns raised by the interveners.
63. Item 100.5 states only that the company will provide service to a wholesale roaming customer at a level of quality that is the lesser of the quality that (i) the customer provides to its own end-users, and (ii) a national wireless carrier would provide to its own end-users. In the Commission's view, the proposed wording provides only the upper limit on the service quality offered, and not the intended protection, i.e. stating the minimum quality of service level that must be provided.
64. Accordingly, Bell Mobility must modify item 100.5 to incorporate wording that provides for a comparable quality of service, for similar services, to both the wholesale roaming customer's and Bell Mobility's own end-users. These two modifications, taken together, address Eastlink's and Videotron's concerns.
65. The Commission agrees with Bell Mobility that the reference to inherent limitations in item 100.7.(1) does not deal with quality of service per se. Instead, it focuses on the limitations of Bell Mobility's PMN due to potential and temporary problems associated with the network. Further, such limitations would affect network performance equally for the end-users of all carriers. Accordingly, it would be appropriate to maintain this reference.
66. For consistency with the directive in the Decision, the Commission **directs** Bell Mobility to modify items 100.5.(a) and 100.7.(1), as shown in the Appendix.

## **RCCI**

### **Positions of parties**

67. Eastlink submitted that, according to RCCI's proposed tariff items 800.4.1.1 and 800.5.4.1, RCCI will only ensure that all wholesale roaming customers are treated as well as each other, and not as well as RCCI's own customers. Eastlink submitted that RCCI should modify item 800.4.1.1 to reflect the Commission's concern in the Decision that the tariff not permit anti-competitive behaviour.
68. Eastlink also proposed to add the following text to item 800.4.1.1: "the Services shall provide an End User with the ability to access voice and data services at a level of quality comparable to that generally offered for similar services to RCCI's own customers." Eastlink submitted that item 800.5.4.2 should be modified so that the same language appears in that provision as well.
69. RCCI replied that items 800.5.4.1 and 800.4.1.1 only state, respectively, that mandated wholesale roaming is made available on an "as is/as available" basis, and that any changes the company makes to the service will apply to all of its wholesale roaming customers symmetrically.
70. RCCI submitted that item 800.5.4.2 replicates the text prescribed by the Commission in the Decision regarding comparable quality of service and that this provision does not contradict items 800.5.4.1 or 800.4.1.1.

### **Commission's analysis and determinations**

71. Items 800.4.1.1 and 800.5.4.1 deal with specific situations that could impact mandated wholesale roaming, but are not quality of service provisions in the sense that the term is used in the Decision. The first item deals with network-based changes to the roaming service, whereas the latter deals with situations that could result in temporary service interruptions.
72. Item 800.5.4.2 provides a single, general quality of service provision, as required under the Decision, which makes clear that at all times, an end-user shall be able to access voice and data services at a level of quality comparable to that offered for similar services to RCCI's own customers. In the Commission's view, this provision is appropriate; therefore, the modifications to items 800.4.1.1 and 800.5.4.2 proposed by Eastlink are not necessary.
73. With regard to Eastlink's submission that RCCI should add the word "generally" to item 800.5.4.2, the Commission notes that the directive in the Decision applies to only Bell Mobility and TCI, and that RCCI has included this text in item 800.5.4.3.
74. As per the directive in the Decision, RCCI has modified the definition of "Services" in item 800.1.20 to remove the exclusion of data transmission speeds.

75. Accordingly, the Commission determines that RCCI's proposed terms and conditions related to quality of service meet the Commission's directives in the Decision, and that no further changes are required.

## **TCI**

### **Positions of parties**

76. Freedom Mobile submitted that TCI should transfer the quality of service provision from the definitions section in item 232.2 to item 233.3.2, which deals specifically with quality of service.
77. In reply, TCI submitted a revised version of item 233.3.2.a that reflects Freedom Mobile's proposed change.

### **Commission's analysis and determinations**

78. The Decision requires the national wireless carriers to include a single quality of service provision in their tariffs outside the definitions section. Accordingly, TCI should modify its definition of "Roaming Service" in item 233.2 to exclude the quality of service provision, and should reflect this provision in item 233.3.2.a instead.
79. In item 233.3.2.a, TCI proposed to use its "best efforts" to provide roaming end-users with access to voice, Short Message Service (SMS), and data services, at a level of quality comparable to that generally offered for similar services to TCI's end-users. The directives in the Decision are clear that the national wireless carriers "shall" provide services to wholesale roaming customers' end-users at such a level of quality. TCI's proposed wording allows for the possibility that end-users of a wholesale roaming customer might receive a lower level of quality of service compared to TCI's own end-users. Accordingly, TCI should replace "use best efforts to provide" with "shall provide" in this tariff item.
80. Accordingly, the Commission **directs** TCI to modify items 232.2 (definition of "Roaming Service") and 233.3.2.a, as shown in the Appendix.

### **Have the national wireless carriers implemented the Commission's directives regarding suspension and termination of service provisions?**

81. In the Decision, the Commission strictly limited the circumstances in which the national wireless carriers could initiate a suspension or termination of service to wholesale roaming customers. In particular, the Commission directed the national wireless carriers to revise their proposed suspension and termination provisions to
- allow the national wireless carriers to block roaming service to individual end-users of a wholesale roaming customer only in cases where they would block access to their network to their own end-users, and only for technical reasons; and

- permit suspension and termination of mandated wholesale roaming to the wholesale roaming customer for failure to pay, for failure to comply with the deposit provisions, or for use of the network access provided under the tariff in a manner other than that permitted by the definition of the service.
82. Further, the Commission stated that it would be both appropriate and efficient for the national wireless carriers to model their processes and timelines for notifications related to the suspension and termination of service on text from the CLEC Model Tariff.

## **Bell Mobility**

### **Positions of parties**

83. Ice Wireless requested that the Commission direct Bell Mobility to add language to the company's provisions on suspension and termination of service, similar to that in the CLEC Model Tariff, to allow for deferred payment plans and to prevent the company from suspending or terminating a wholesale roaming customer's service if the customer is paying undisputed charges on their bill.
84. In reply, Bell Mobility modified its proposed item 100.19.(a)(1) to reflect Ice Wireless's comments.

### **Commission's analysis and determinations**

85. The Commission determines that to conform to the Decision, and to be consistent with the CLEC Model Tariff, Bell Mobility should modify its proposed suspension and termination provisions as follows:
- (i) change the heading of item 100.19 from "Suspension of Services and Other Remedies" to "Suspension or Termination of Services and Other Remedies";
  - (ii) change the wording in item 100.19.(a) from "to suspend access" to "to suspend or terminate access", and replace "End users" with "wholesale roaming customer";
  - (iii) introduce new item 100.19.(a)(1)a. to add provisions from the CLEC Model Tariff related to suspension or termination of service due to deferred payment plans and when payment is being made for outstanding amounts;
  - (iv) modify item 100.19.(h) dealing with suspended services to more closely reflect the CLEC Model Tariff, with the exception of the CLEC Model Tariff provision dealing with suspension during the minimum contract period, because it is inconsistent with the Commission's determinations in the Decision; and

- (v) introduce a new item 100.19.(k) stating that the company must follow an incremental approach to suspending and terminating the service provided to the wholesale roaming customer.
86. In light of the above, the Commission **directs** Bell Mobility to modify its proposed tariff item 100.19, as shown in the Appendix.

## **RCCI**

### **Positions of parties**

87. Eastlink submitted that RCCI's provisions on suspension of service under item 800.12.1 should be limited to individual end-users, and not to all end-users as proposed, because it is very unlikely that all end-users would simultaneously cause network-related problems. Eastlink also submitted that the notification periods associated with the various sub-items under suspension of service should be 30 days, as per the Decision, instead of the different notification periods proposed by RCCI.
88. In reply, RCCI submitted that it is essential to keep the reference to suspension of service to all end-users in the tariff to cover urgent events (even if they are unlikely), such as the spreading of malicious software that could cause severe damage to RCCI's PMN.
89. RCCI further submitted that it required reduced notification periods to protect its mobile wireless network, and argued that the Decision only states that RCCI should base its suspension process and timelines on the wording in the CLEC Model Tariff, not that RCCI should use the same notification periods as the CLEC Model Tariff.

## **TCI**

### **Positions of parties**

90. Eastlink submitted that TCI's item 233.3.21 – Suspension of Roaming Service to Individual Wholesale Roaming End-Customers or all Roaming End-Customers should apply only to individual end-users, and not to all roaming end-users, since it is extremely unlikely that all of a wholesale roaming customer's end-users would ever satisfy the criteria specified in this item.
91. Eastlink further submitted that the termination provisions proposed in item 233.3.24 far exceed the Commission's directives in the Decision, and that they should be redrafted to conform to the directives. For example, Eastlink noted that TCI's termination rights should relate only to wholesale roaming services, and not to terms and conditions in TCI's other tariffs, or to issues such as the insolvency of a wholesale roaming customer.
92. Videotron submitted that a more complete inclusion of the CLEC Model Tariff wording would clarify TCI's other obligations with respect to the suspension process and timelines.

93. TCI submitted that it is reasonable for it to retain the broad termination powers set out in its proposed tariff. It argued, for instance, that allowing immediate termination of service upon the insolvency or bankruptcy of the customer is a well-understood commercial practice.

#### **Commission's analysis and determinations**

94. In the Decision, the Commission prescribed a narrow set of circumstances in which the suspension or termination of service would be permitted, and directed the national wireless carriers to set out, in their respective proposed tariffs, the process and timelines for notification and suspension or termination of service based on the wording in the CLEC Model Tariff. While the structure and wording of Bell Mobility's proposed tariff closely followed the Commission's directives in this regard, the structure and wording used by RCCI and TCI differ considerably and confer much broader suspension and termination privileges on the national wireless carriers.
95. As explained in the Decision, the purpose of the Commission's directives on this subject was to avoid overly complex and onerous suspension and termination of service provisions that had the potential to be abused in an anti-competitive manner.
96. The Commission also determined that all elements of the suspension and termination of service provisions, other than those related to individual end-users and for technical reasons, should be substantively the same across all three national wireless carriers' tariffs to allow for consistent interpretation of the rights and responsibilities of wholesale roaming customers.
97. Based on the above, the Commission **directs** RCCI and TCI to replace their proposed suspension and termination of service provisions set out in items 800.12 and 233.3.21 to 233.3.24, respectively, with provisions based on those of Bell Mobility, as shown in the Appendix.

#### **Have Bell Mobility and RCCI revised their definitions of their available networks?**

98. In the Decision, the Commission determined that it would be appropriate for the national wireless carriers to exclude from their available networks geographic areas that are served exclusively by a private network because, by definition, their larger customer bases do not have access to these networks.

#### **Positions of parties**

99. Ice Wireless submitted that Bell Mobility and RCCI have broadly defined an available network for the purpose of roaming to exclude areas where these companies have deployed a private network, and that, to be consistent with the Decision, they should only exclude areas "served exclusively by a Private Network."

100. In response, Bell Mobility proposed to modify the text in question to exclude “any areas where the Company has deployed an exclusively Private Network.” RCCI replied that it would update its definition to reflect Ice Wireless’s comments when it refiles its tariff.

#### **Commission’s analysis and determinations**

101. The Commission considers that Bell Mobility’s proposed revision to its definition of its available network for roaming is consistent with the directive in the Decision. The Commission therefore **directs** Bell Mobility and RCCI to modify the proposed definitions of “Company Available PMN,” in item 100.1.(a).7 and “Available Rogers Footprint” in item 800.3.4, respectively, as shown in the Appendix.

#### **Have the national wireless carriers implemented the Commission’s directives regarding interconnection with wholesale roaming customers?**

102. Although not specifically addressed by interveners, in the Commission’s view, the proposed terms and conditions associated with interconnection with wholesale roaming customers require further modifications to make them consistent with the directives in the Decision.

103. In the Decision, the Commission determined that mandated wholesale roaming is to be provided using indirect interconnection, and directed the wireless carriers to (i) modify their tariffs as necessary to implement this determination, and (ii) specify in their tariffs what is included in the interconnection portion of the service.

#### **Commission’s analysis and determinations**

104. Bell Mobility’s and TCI’s proposed terms and conditions regarding interconnection with wholesale roaming customers are consistent with the associated directives in the Decision, because their tariffs explicitly state that interconnection with the wholesale roaming customer is provided using indirect interconnection through a third party. Furthermore, the terms and conditions identify the components associated with indirect interconnection, such as signalling for transmission, roaming exchange to allow the visited network to pass Internet traffic back to the wholesale roaming customer’s network, and a data clearing house for billing purposes.

105. In regard to RCCI’s proposed network interconnection provisions in item 800.4.3, this item does not provide sufficient detail to satisfy the Commission’s directives regarding the components involved in interconnection. Accordingly, the Commission **directs** RCCI to modify item 800.4.3 as follows: (i) add “GSM-based Roaming Services shall be provided by way of indirect interconnection via a third-party signaling hub provider”, and (ii) add details comparable to those provided in Bell Mobility’s tariff for signalling, roaming exchange, and a data clearing house. These changes to RCCI’s proposed terms and conditions are provided in the Appendix.

**Have Bell Mobility and RCCI replaced their proposed limitation of liability provisions with those included in the CLEC Model Tariff and RCCI's Access Services Tariff, respectively?**

106. Although not specifically addressed by interveners, in the Commission's view, the proposed terms and conditions associated with limitation of liability require further modifications to make them consistent with the directives in the Decision.

107. In the Decision, the Commission directed Bell Mobility and RCCI to replace their proposed limitation of liability provisions with language based on the CLEC Model Tariff and RCCI's Access Services Tariff, respectively.

**Commission's analysis and determinations**

108. Bell Mobility's revised proposed terms and conditions on limitation of liability are consistent with those in the CLEC Model Tariff.

109. RCCI provided revised proposed limitation of liability provisions in item 800.11.1 – Limitation of Rogers' Liability. However, the proposed language would limit the duration of the company's liability for negligence or breach of contract to three months, instead of the length of time that the service problem existed, as set out in its Access Services Tariff. To reflect the directive in the Decision, the Commission **directs** RCCI to revise item 800.11.1 to reflect the company's Access Services Tariff, as shown in the Appendix.

110. In item 800.11.2 – No Warranty, RCCI provides that the company does not make any warranty related to its services or its PMN. The Commission **directs** RCCI to remove this item from its proposed tariff, since the company's Access Services Tariff does not contain a similar provision. Further, such a provision, while possibly appropriate in the context of a commercial agreement, is not appropriate for a tariff setting out the terms and conditions for the provision of a mandated service.

**Other issues**

111. Certain other tariff provisions require further modifications to reflect the directives set out in Telecom Decision 2017-56, as discussed below.

112. Ice Wireless submitted that Bell Mobility should further modify item 100.9.(e) – Deposits to include a missing element from the CLEC Model Tariff related to alternatives to a deposit, as required in the Decision. Similarly, Eastlink and Freedom Mobile submitted that TCI should be required to delete item 233.3.10(e) – No Hand-Offs, as per the Decision.

113. The Commission notes that Bell Mobility and TCI, in their reply comments, have agreed to make the requested changes. The Commission therefore **directs** Bell Mobility and TCI to modify the tariff items in question, as shown in the Appendix.

114. Eastlink submitted that TCI should be required to remove from its proposed tariff the second and third paragraphs of item 233.1, since they relate to off-tariff agreements.
115. The Commission notes that these references to previous Commission decisions authorizing entry into off-tariff agreements appear in the introductory recitals to TCI's tariff and do not conflict with the other provisions in the company's tariff. Accordingly, the Commission **approves** TCI's inclusion of these provisions in its tariff.
116. The Commission has identified other minor changes as being necessary, to make the national wireless carriers' proposed terms and conditions consistent with the various directives in the Decision. These changes include corrections of typographical or grammatical errors, and the deletion of provisions that are unnecessary or inappropriate in a tariff. The Commission **directs** Bell Mobility, RCCI, and TCI to modify their proposed tariffs to reflect these changes, as shown in the Appendix.
117. The Commission notes that in Telecom Decision 2017-432, also published today, it rescinded its directive in Telecom Decision 2017-56 for Bell Mobility to delete the proposed second sentence of item 100.15.(a) dealing with the company's right to prevent the use of stolen or unauthorized equipment on the Company Available PMN. Further, it permitted RCCI and TCI to include a provision similar to the one in Bell Mobility's item 100.15.(a) in their respective tariffs for mandated wholesale roaming. Accordingly, Bell Mobility is to reflect this determination in its final tariff pages, and RCCI and TCI may reflect this determination in their final tariff pages.

### **Final tariff approval process**

118. The Commission **approves on a final basis** the tariff notices associated with the final terms and conditions for the national wireless carriers' mandated wholesale roaming, subject to the changes set out in the Appendix and in paragraph 117 above, and **directs** the national wireless carriers to issue revised tariff pages reflecting the Commission's determinations herein within **30 days** of the date of this order.<sup>7</sup>
119. The Commission also hereby grants the national wireless carriers some flexibility, when issuing their revised tariff pages, to make additional non-substantive changes where applicable (i.e. to style or format or to account for specific defined terms set out elsewhere in the tariffs), as long as these changes are consistent with the Commission's determinations in this order.
120. The final terms and conditions for the mandated wholesale roaming services will replace the interim terms and conditions (except for the rates) effective as of the date the national wireless carriers issue their revised tariff pages.

Secretary General

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<sup>7</sup> Revised tariff pages can be submitted to the Commission without a description page or a request for approval; a tariff application is not required.

## Related documents

- *Bell Canada – Application to review and vary a portion of Telecom Decision 2017-56 regarding final terms and conditions for wholesale mobile wireless services*, Telecom Decision CRTC 2017-432, 6 December 2017
- *Reconsideration of Telecom Decision 2017-56 regarding final terms and conditions for wholesale mobile wireless roaming service*, Telecom Notice of Consultation CRTC 2017-259, 20 July 2017, as amended by Telecom Notice of Consultation CRTC 2017-259-1, 5 October 2017
- *Wholesale mobile wireless roaming service tariffs – Final terms and conditions*, Telecom Decision CRTC 2017-56, 1 March 2017
- *Regulatory framework for wholesale mobile wireless services*, Telecom Regulatory Policy CRTC 2015-177, 5 May 2015

## Appendix to Telecom Order CRTC 2017-433

### Changes to national wireless carriers' proposed final terms and conditions

Text to be added to the proposed tariff item is shown in bold italics, and text to be deleted is shown in bold and struck out.

#### Bell Mobility

Item 100.1.(a)(7) (second sentence): The Company Available PMN is limited to geographic areas where the Company, or any of its Affiliates, owns and operates the Universal Terrestrial Radio Access Network (UTRAN) or Evolved Universal Terrestrial Radio Access Network (EUTRAN), but excludes any areas where the Company has deployed *an exclusively* Private Network.

Item 100.1.(a)(23) (second sentence): For greater certainty, the wholesale roaming services provided under this tariff item and prescribed by the CRTC enable retail End-users of a wireless carrier (i.e., the home network carrier, hereunder the Wholesale Roaming Customer) to automatically access voice, text, and data services by using a visited wireless carrier's network (also referred to as "the host network", hereunder the Company Available PMN), including the RAN(s), ~~when they travel outside their home carrier's network footprint~~ on an incidental basis and not on a permanent basis.

Item 100.3.(e)(1): Roaming provided under this tariff item is not available to National Wireless Carriers ~~unless otherwise expressly authorized by the CRTC.~~

*Item 100.5.(a)(3): the Company shall provide a Wholesale Roaming Customer with the ability to access voice and data services at a level of quality comparable to that offered for similar services to the Company's own customers.*

Item 100.6.(a) (last sentence): The Wholesale Roaming Customer acknowledges and agrees that Roaming being provided hereunder shall be subject to such modifications, additions and deletions as the Company may, in its sole discretion, implement from time to time on the Company Available PMN, *subject to Item 100.8.(a) of this tariff.*

Item 100.7.(1) (first two sentences): ~~Without limiting the restrictions set out under section 3.(f) of this tariff item~~ *Subject to Item 100.5.*, the Wholesale Roaming Customer acknowledges and agrees that the Services of the Company shall be made available to End-users only when their devices are in the operating range of the Company Available PMN. The Wholesale Roaming Customer acknowledges that Roaming by its nature may be subject to inherent limitations associated with Roaming as opposed to ~~to~~ being served ~~by~~ *by* the Wholesale Roaming Customer Network.

Item 100.8.(a)(1)a.ii.: Network changes that can be made unilaterally by the Company are limited to those that affect all End-users in a similar manner, irrespective ~~or~~ *of* their wireless carrier, to prevent unjust discrimination.

Item 100.8.(c)(2) (second sentence): Where the Company plans to materially change the geographic boundaries of an existing LAC and/or TAC, the Company shall notify the Wholesale Roaming Customer in writing at least ~~thirty (30)~~ **ninety (90)** days prior to such change.

Item 100.9.(e)(2): The Company must inform the Wholesale Roaming Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of the Company. ***The Wholesale Roaming Customer may provide an alternative to a deposit, provided it is reasonable in the circumstances.***

Item 100.19.: Suspension ***or Termination*** of Services and Other Remedies

Item 100.19.(a) (introductory clause): The Company has the right at any time upon thirty (30) days written notice, without liability, to suspend ***or terminate*** access to any or all of the Roaming made available hereunder for the ~~End-users~~ ***Wholesale Roaming Customer*** in the event that:

Item 100.19.(a)(1): the Wholesale Roaming Customer is in default in the payment of any undisputed amount due to the Company under this tariff item.

***(a) The Company may not suspend or terminate service where***

- (i) the Wholesale Roaming Customer is prepared to enter into and honour a reasonable deferred payment agreement; or***
- (ii) there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the Company does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.***

Item 100.19.(a)(3): ~~for use of the Wholesale Roaming Customer~~ uses the network access provided under this tariff in a manner other than that permitted by the definition of the service.

Item 100.19.(g): Suspension or termination does not affect the ***Wholesale Roaming Customer's Telecommunications Providers'*** obligation to pay any amount owed to the Company.

Item 100.19.(h): ***In the case of services that have been suspended, Unless suspension occurs during the minimum contract period,*** the Company must make a daily pro rata allowance based on the monthly charge for such ~~interconnection~~ services.

***Item 100.19.(k): The Company must follow an incremental approach to suspending and terminating the service provided to the Wholesale Roaming Customer, with reasonable advance notice.***

Item 100.23.(b):

- Delete this item.

## RCCI

Item 800.1:

Add the following before the first sentence of item 800.1:

*The Definitions and General Terms in Part A of Rogers' Access Services Tariff apply to this Tariff, insofar as they are not inconsistent with this Tariff.*

Item 800.2.1 (second sentence): ~~Any roaming service not included in the definition of "Services" under this Tariff shall be governed by any wholesale roaming agreement between Rogers and Wholesale Roaming Customer already in effect on May 5, 2015 or the terms and conditions set out in any future roaming agreement between Rogers and Wholesale Roaming Customer.~~

Item 800.3.4: (second sentence): At any time, the Available Rogers Footprint shall consist of the then current Rogers' PMN service area, including such service area of Rogers that is the product of a joint-build or which is commonly owned by Rogers and another third party or parties and where Rogers' broader customer base has access, but excluding any areas where Rogers has deployed *an exclusively* Private Network.

Item 800.3.5: ~~Excessive Roaming Network and Service Restrictions~~

Item 800.4.2.4: Wholesale Roaming Customer shall *take all reasonable steps to* ensure that the Devices of End Users are configured to preferentially register on Wholesale Roaming Customer's PMN over all other available PMNs where roaming is permitted, *to minimize in-footprint roaming and traffic offloading.*

Item 800.4.3:

- Replace the entire text with the following:

*GSM-based Roaming Services shall be provided by way of indirect interconnection via a third-party signalling hub provider. An indirect interconnection enables Wholesale Roaming Customer's End Users to use voice, SMS messaging, and data services while they are Roaming on Rogers' PMN, subject to the rest of the conditions in this Tariff, and consistent with GSM Association Permanent Reference Documents, to provide*

- Signalling System 7 (SS7) and diameter signalling for End-user authentication, Services available to the End User while Roaming, transit for SMS messaging back to the Home Network, and termination of incoming calls;*
- General Packet Radio Service (GPRS) Roaming exchange (GRX) to allow the Visited Network to pass Internet traffic back to the Home Network; and*
- Data clearing house to allow the Home Network to receive call detail records from the Visited Network.*

*There will be no direct interconnection between the Rogers PMN and Wholesale Roaming Customer PMN.*

Item 800.11: Liabilities/~~No Warranties~~

Item 800.11.1: ~~Limitation of Rogers' Liability~~

- Add the following under item 800.11.1

*11.1.0 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Rogers' facilities, Rogers' liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time Rogers is advised of the problem. However, where the problem is occasioned by Rogers' negligence, Rogers is also liable for the amount calculated in accordance with Item 800.11.1.2.*

Item 800.11.1.2: Except with regard to physical injuries, death, or damage to Wholesale Roaming Customer's premises or other property, occasioned by its negligence, Rogers' liability for negligence, and for breach of contract where the breach results from the negligence of Rogers, is limited to three times the ~~aggregate of all amounts payable to Rogers hereunder during the three (3) month period immediately preceding the date of the incident giving rise to the initial claim or action brought hereunder by Rogers or Wholesale Roaming Customer.~~ *amounts refunded or cancelled in accordance with Item 800.11.1.0, as applicable.*

Item 800.11.2:

- Delete this item.

Item 800.12: Suspension *or Termination* of Services *and Other Remedies*

- Delete items 800.12.1 to 800.12.6 and add the following under item 800.12:
  - (a) *Rogers has the right at any time upon thirty (30) days written notice, without liability, to suspend or terminate access to any or all of the Roaming made available hereunder for Wholesale Roaming Customer in the event that*
    - (1) *Wholesale Roaming Customer is in default of the payment of any undisputed amount due to Rogers under this Tariff Item.*
      - (A) *Rogers may not suspend or terminate service where*
        - (i) *Wholesale Roaming Customer is prepared to enter into and honour a reasonable deferred payment agreement; or*
        - (ii) *there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Rogers does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.*

- (2) *Wholesale Roaming Customer has failed to comply with the deposit provisions as set out in Item 800.6.5; or*
  - (3) *the network access provided under this Tariff is used in a manner other than that permitted by the definition of the service.*
- (b) *Notwithstanding anything in this Tariff Item to the contrary, Rogers may, without liability, suspend or terminate all or any of its Services to specific End User(s) for technical reasons where it would suspend or terminate those Services to its own subscribers.*
- (c) *For greater certainty, the phrase “reasonable advance notice” as used in this Item 800.12 will generally be at least thirty (30) days. Prior to suspension or termination, Rogers must provide Wholesale Roaming Customer with reasonable advance notice, stating*
- (1) *the reason for the proposed suspension or termination and the amount owing, if any;*
  - (2) *the scheduled suspension or termination date; and*
  - (3) *that subject to contrary provisions of this Tariff or as approved by the CRTC, a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).*
- (d) *Where repeated efforts to contact Wholesale Roaming Customer have failed, Rogers must, at a minimum, deliver the notice referred to in Item 800.12(c) to the billing address prior to delivering the notice referred to in Item 800.12(e).*
- (e) *In addition to the notice required by Item 800.12(c) Rogers must, at least 24 hours prior to suspension or termination, advise Wholesale Roaming Customer or another responsible person that suspension or termination is imminent, except where*
- (1) *repeated efforts to so advise have failed;*
  - (2) *immediate action must be taken to protect Rogers from network harm resulting from facilities controlled or provided by Wholesale Roaming Customer; or*
  - (3) *the suspension or termination occurs by virtue of a failure to provide payment when requested by Rogers for non-recurring charges that have accrued, by providing notice to the Wholesale Roaming Customer with details regarding the services and charges in question, prior to the normal billing date.*

- (f) *Except with Wholesale Roaming Customer's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.*
- (g) *Suspension or termination does not affect Wholesale Roaming Customer's obligation to pay any amount owed to Rogers.*
- (h) *In the case of services that have been suspended, Rogers must make a daily pro rata allowance based on the monthly charge for such services.*
- (i) *Rogers must restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.*
- (j) *Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Rogers must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.*
- (k) *Rogers must follow an incremental approach to suspending and terminating the service provided to Wholesale Roaming Customer, with reasonable advance notice.*

Item 800.15: Rogers shall charge Wholesale Roaming Customer the following rates for the Services ~~until such time as the CRTC amends the rates or the CRTC or any other regulatory authority rescinds this Tariff.~~

#### **TCI**

Item 233.1 (Service Description, first paragraph, second and third sentences): GSM-based wholesale roaming is provided in accordance with the terms and conditions established by the CRTC in Telecom Regulatory Policy CRTC 2015-177, *as well as in Telecom Decision CRTC 2017-56 and Telecom Order CRTC 2017-433*. This GSM-based Roaming Service allows retail end-customers of Canadian mobile wireless carriers to originate or terminate communications ~~when they are outside of their wireless carrier footprint~~ by roaming on the Company's wireless network based on the Commission's requirements set out in Telecom Regulatory Policy CRTC 2015-177.

Item 233.2: "GSM-based Roaming Service" enables the retail customers of a wireless carrier (the home network carrier) to automatically access voice, text, and data services by using a visited wireless carrier's network (also referred to as "the host network"), including the radio access network (RAN), ~~when they travel outside their home carrier's network footprint~~ using GSM-based technologies.

Item 233.2 (“*Roaming End-Customer*”, second bullet): b. who is using the Supported Technology utilizing a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) to enable that Person to access the mobile telecommunications service(s) of the VPMN Operator, for roaming in the Available Footprint of VPMN Operator, provided such person or entity is served by the Wholesale Roaming Customer *that* has not acquired spectrum or has acquired spectrum and is yet to build towers to provide coverage to its own customers.

Item 233.2: “*Roaming Service*” provides a Wholesale Roaming Customer’s End-Customers with *the ability to access to the voice, SMS and data services offered by the* VPMN on an incidental basis and not on a permanent basis. ~~Roaming Service provides the Wholesale Roaming Customer’s End-Customers with the ability to access voice, SMS and data services offered by the Wholesale Roaming Customer’s home network at a level of quality comparable to that offered for similar services by the VPMN to its own subscribers.~~ For further clarity, the VPMN is not required to provide a Wholesale Roaming Customer’s End-Customers with a service that the Wholesale Roaming Customer does not itself provide to its end customers, ~~nor to provide a Wholesale Roaming Customer’s End-Customers with a service which the Wholesale Roaming Customer does not itself provide.~~

Item 233.2: “*Wholesale Roaming*” enables the retail end-customers of a mobile wireless carrier (i.e. the Wholesale Roaming Customer) to automatically access voice, text, and data services by using a visited wireless carrier’s network (also referred to as “the host network”), including the radio access network (“RAN”) ~~when they travel outside their home carrier’s network footprint.~~

Item 233.2.b (“*VPMN*”, last sentence): Public Wi-Fi networks *do* not form any part of a VPMN.

Item 233.3 (first sentence): *I.* This tariff enables the establishment of roaming relationships between a ~~HPMN~~ VPMN Operator and Wholesale Roaming Customer in accordance with:

Item 233.3.2.a: Both Parties agree that the Roaming *End-Customers*, during roaming, may experience conditions of service different from the conditions they experience when accessing their own Wholesale Roaming Customer’s PMN. The intent is for the VPMN Operator to provide the Roaming Service such that the Roaming *End-Customers* will be provided with the ability to access voice, SMS and data services at a level of quality comparable to that *generally offered* ~~offered~~ for similar services to the *Wholesale Roaming Customers’-Customer’s* own customers. ~~As such, the~~ *The* VPMN Operator ~~will use best efforts to shall~~ provide the Roaming Service such that the Roaming *End-Customers* will have access to the voice, SMS and data services at a level of quality comparable to that generally offered for similar services to the VPMN Operator’s own customers.

Item 233.3.3 (last sentence): ~~Terms, conditions and charges for non-tariffed or forborne services shall be as specified by the Company from time to time.~~

Item 233.3.9.a (second and third sentences): The VPMN Operator may, at its sole discretion, from time to time make changes to the Roaming Service by, ~~among other things,~~ adding, removing, replacing or modifying the *network used for the* Roaming Service (a "Change"), provided that the same additions, deletions, replacements and/or modifications, as the case may be, shall apply to equivalent services provided by the VPMN Operator to its own customers, *and such changes affect all end-users in a similar manner, irrespective of their wireless carrier, to prevent unjust discrimination.* The VPMN Operator shall use *all* commercially reasonable efforts to provide the Wholesale Roaming Customer with ninety (90) days written notice prior to implementing a Change.

Item 233.3.9.c (first sentence): ~~No Limits on Changes:~~ Subject to ~~“Management of Modifications to the Roaming Services, Facilities and Certain Procedural Matters”~~ *Item 233.3.9.a* above, nothing in this tariff shall be construed or interpreted as:

Item 233.3.10.e:

- Delete this item, as directed in the Decision.

Item 233.3.16 (second paragraph): The Wholesale Roaming Customer will *take all reasonable steps to* ensure that its handsets preferentially seek out its Network and does not seek out the VPMN Operator’s Network when the Wholesale Roaming Customer’s network is successfully identified with a signal strength that can provide service.

Item 233.3.20: *Suspension or Termination of Roaming Services and Other Remedies:*

- Delete items 233.3.21 to 233.3.24 and add the following under item 233.3.20:
  - (a) *The VPMN Operator has the right at any time upon thirty (30) days written notice, without liability, to suspend or terminate access to any or all of the Roaming Services made available hereunder for the Wholesale Roaming Customer in the event that*
    - (i) *the Wholesale Roaming Customer is in default in the payment of any undisputed amount due to the VPMN Operator under this Tariff Item;*
      - (A) *The VPMN Operator may not suspend or terminate Roaming Service where*
        - (1) *the Wholesale Roaming Customer is prepared to enter into and honour a reasonable deferred payment agreement; or*
        - (2) *there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the VPMN Operator does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.*

- (ii) *the Wholesale Roaming Customer has failed to comply with the deposit provisions as set out in Item 112 of the company's General Terms of Service; or*
  - (iii) *the network access provided under this Tariff is used in a manner other than that permitted by the definition of the Roaming Service.*
- (b) *Notwithstanding anything in this Tariff Item to the contrary, the VPMN Operator may, without liability, suspend or terminate all or any of its Roaming Services to specific Roaming End-Customers(s) for technical reasons where it would suspend or terminate those Roaming Services to its own subscribers.*
- (c) *For greater certainty, the phrase "reasonable advance notice" as used in this Item 233.3.20 will generally be at least thirty (30) days. Prior to suspension or termination, the VPMN Operator must provide the Wholesale Roaming Customer with reasonable advance notice, stating*
  - (i) *the reason for the proposed suspension or termination and the amount owing, if any;*
  - (ii) *the scheduled suspension or termination date; and*
  - (iii) *subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).*
- (d) *Where repeated efforts to contact the Wholesale Roaming Customer have failed, the VPMN Operator must, at a minimum, deliver the notice referred to in Item 233.3.20.c to the billing address prior to delivering the notice referred to in Item 233.3.20.e.*
- (e) *In addition to the notice required by Item 233.3.20.c the VPMN Operator must, at least 24 hours prior to suspension or termination, advise the Wholesale Roaming Customer or another responsible person that suspension or termination is imminent, except where*
  - (i) *repeated efforts to so advise have failed;*
  - (ii) *immediate action must be taken to protect the VPMN Operator from network harm resulting from facilities controlled or provided by the Wholesale Roaming Customer; or*
  - (iii) *the suspension or termination occurs by virtue of a failure to provide payment when requested by the VPMN Operator for non-recurring charges that have accrued, by providing notice to the Wholesale Roaming Customer with details regarding the services and charges in question, prior to the normal billing date.*

- (f) Except with the Wholesale Roaming Customer's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.*
- (g) Suspension or termination does not affect the Wholesale Roaming Customer's obligation to pay any amount owed to the VPMN Operator.*
- (h) In the case of Roaming Services that have been suspended, the VPMN Operator must make a daily pro rata allowance based on the monthly charge for such services.*
- (i) The VPMN Operator must restore Roaming Service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.*
- (j) Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the VPMN Operator must restore Roaming Service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.*
- (k) The VPMN Operator must follow an incremental approach to suspending and terminating the Roaming Service provided to the Wholesale Roaming Customer, with reasonable advance notice.*