



Rogers Communications Inc.

333 Bloor Street East
Toronto, Ontario M4W 1G9
rogers.com

Direct Line: (416) 935-6903
Toll Free: (800) 870-9511
Direct Fax: (416) 935-7627

margaret.tsatsakos@rci.rogers.com

WITHOUT PREJUDICE

October 14, 2005

Via Courier

Susan Drummond
302 Wellesley Street East
Toronto, Ontario
M4X 1H1

Dear Ms. Drummond:

Re: Cellular Telephone Numbers (416)301-5780 and (416)301-6203 on Account Number 460-206-717 (the "Account")

This letter is in response to your various emails, letters and conversations.

Cellular Telephone Number (416) 301-6203

➤ You are responsible for all charges as invoiced on your August and September 2005 invoice. Section 19 of the terms and conditions of your service state the following:

Lost or Stolen Equipment

Please immediately notify us if your device or SIM card is lost, stolen or destroyed. You will need to replace your device or SIM card and you will be responsible to pay us for all charges up to the time you notify us. Should you not wish to replace your device or SIM card, you will be required to pay us for any applicable early cancellation fees...

➤ You contacted us on August 27, 2005, only in response to a call from our Accounts Receivable Department due to the high balance on the Account. At no time did you call us to advise us of the lost or stolen cellular telephone, notwithstanding your obligation to do so. As a result, you are required to pay the long distance, the local airtime, and the text messaging charges of \$13,819.77 as outlined on the August 2005 and September 2005 invoice.

A review of your Account, as provided to you on the 9th day of September 2005, illustrates that calls to Pakistan commenced on July 26, 2005 to and including August 16, 2005 (being eleven (11) days before you contacted Rogers).



- As a goodwill gesture, Rogers is prepared to accept this considerably reduced settlement of \$2,000.00 (payable by you to Rogers) and Rogers will write off the balance on the Account. This offer to settle in composes a settlement offer for the issued claim being claim number SC-05-24969-00, the draft claim in the amount of \$316.25, and the disputed charges on the August 2005 and September 2005 invoices for the Account. In addition, the parties agree to inform the court in writing that the issued claim and the draft claim have been settled.
- Your cellular number, being (416) 301-6203 will be closed as soon as you advise us that you have obtained services with another service provider. Rogers will waive the Early Cancellation Fee as outlined in paragraph 31 of the Wireless Service Agreement.

Cellular Telephone Number (416) 301-5780:

- You raised the concern as to why cellular telephone number (416) 301-5780 was blocked. As you are aware, both cellular telephone numbers are given one account number, being the Account, as a result both cellular telephone numbers receive the same accounts receivable treatment. On August 31, 2005 at 10:43 Rogers sent a message (SMS message) to the cellular telephone to determine if this phone was also lost or stolen. Rogers did not receive a call from you; as a result, the line was blocked on September 2, 2005. The voice block was removed from the cellular telephone on September 12, 2005.
- You have advised us that you have contracted with another service provider to provide wireless services for you son. This will confirm that Rogers is prepared to waive the Early Cancellation Fee and close cellular telephone number (416) 301-5780.

If the foregoing is acceptable, the parties will execute a standard form of release.

General:

With respect to your comments relating to the arbitration provision in our terms and conditions, we wish to assure you that we are fully aware of the *Ontario Consumer Protection Act, 2002*. In our view, the Act does not prohibit a contractual provision requiring arbitration; it simply invalidates such a provision for a particular purpose. Furthermore, you should be aware that our general terms and conditions of service, including the arbitration provision, are used nationally and we therefore may still choose to rely on the arbitration provision in other jurisdictions.

Yours truly,



Margaret Tsetsakos
Sr. Law Clerk