

ARBITRATION POLICY

ARBITRATION POLICY OF BELL CANADA AND ITS SUBSIDIARIES AND AFFILIATES

The following Arbitration Policy applies to any arbitration between a customer (“**Complainant**”) and Bell Canada or any of its subsidiaries or affiliates (collectively “**Bell**”). Upon receiving a written notice of arbitration (“**Notice**”) from a Complainant, or upon issuing a Notice to a Complainant, Bell will ensure that the Complainant is provided with a copy of this Policy.

1. **Notice of Arbitration**

All Complainants must send their Notice to the following addresses:

- (a) For Complainants outside the Province of Quebec, Notice must be sent to the Bell Law Department at 5025 Creebank Road, Mississauga, ON L4W 0B6.
- (b) For Complainants inside the Province of Quebec, Notice must be sent to the Bell Law Department at 1, carrefour Alexander-Graham-Bell, Building A, 8th Floor, Verdun, QC H3E 3B3.

2. **Selection of Arbitrator**

The Complainant and Bell will take all necessary steps to ensure that the arbitration conducted pursuant to this Policy is heard and determined by a single, neutral, unbiased and experienced arbitrator. The arbitrator shall be selected in the following manner:

- (a) The Complainant may select any retired judge in the jurisdiction of the Complainant’s billing address to act as the arbitrator (“**Selected Arbitrator**”) and in the Complainant’s Notice to Bell, the Complainant shall set out the name (and credentials, to the extent that they are readily available) of the Selected Arbitrator. Bell shall agree to the Complainant’s selection, provided that the Selected Arbitrator is prepared to act and there is no conflict of interest in Bell’s sole opinion, acting reasonably;
- (b) The Complainant may select a person who is not a retired judge to act as the arbitrator by written notice to Bell, and Bell has 15 days to advise Complainant whether or not Bell accepts such person as arbitrator;
- (c) Bell shall maintain a roster of arbitrators (the “**Arbitrator Roster**”), and will provide the Complainant with the Arbitrator Roster within 15 days of Complainant’s written request therefor;
- (d) The Complainant may select any arbitrator from the Arbitrator Roster who is available and prepared to act, and shall notify Bell in writing of its selection. Bell shall agree to any arbitrator selected by the Complainant from the Arbitration Roster;
- (e) If a dispute arises over the selection of an arbitrator and is not resolved within 15 days of the selection by the Complainant of a proposed arbitrator, either party may commence an application to the Court in the jurisdiction of the Complainant’s billing address seeking an order appointing an arbitrator. Unless the Court finds that the Complainant was unreasonable in the dispute about the selection of the arbitrator and

makes a finding and Order to that effect, Bell will pay all costs and expenses associated with any such application to the Court, including the reasonable legal fees of the Complainant.

3. **Place of Arbitration**

If the Complainant's billing address is in Canada, then the arbitration shall be conducted in the Province or Territory of the Complainant's billing address, in accordance with that Province/Territory's arbitration legislation and this policy. If the Complainant's billing address is outside of Canada, then the arbitration will be held in Ontario in accordance with the applicable Ontario arbitration legislation and this policy.

4. **Procedure of Arbitration**

- (a) For claims valued under \$100,000, the arbitration shall consist of the following simplified procedure ("**Simplified Process**"):
 - (i) Pleadings (Notice of Claim; Statement of Defence to be submitted within 20 days of submission of Notice of Claim; Reply to be submitted within 20 days of submission of Statement of Defence); a case management conference (which may be held by telephone conference at the election of either party); an exchange of documents on which the parties will rely; and an arbitration hearing.
 - (ii) If the arbitrator finds it necessary to establish further procedures, they shall be consistent with the rules of the Small Claims Court, or other similar proceeding, in the applicable Province or Territory. To the extent that no such rules exist in the applicable Province or Territory, such procedures shall be consistent with the Small Claims Rules of Ontario.
 - (iii) At no time shall oral discoveries be permitted as part of the Simplified Process.
- (b) For claims valued at \$100,000 and over, the arbitrator shall establish those procedures to be followed in the arbitration, including in respect of all matters related to documentary production, oral discovery rights (if any), evidence, procedural motions and the conduct of the hearing, in accordance with the applicable arbitration legislation in the jurisdiction in which the arbitration is conducted.
- (c) If the arbitrator finds it necessary to establish further procedures, the arbitrator shall establish such procedures with a view to conducting the arbitration on an inexpensive and expeditious basis, while at the same time ensuring that the substantive and procedural rights of the parties are protected, and that the arbitration process is fair to both parties, keeping in mind the monetary value of the claims.
- (d) The arbitration hearing shall be limited to one half day, with discretion on the arbitrator's part to extend such time period where necessary to protect the parties' substantive and procedural rights. Where possible, the arbitrator shall order that the hearing shall be conducted in writing.

5. **Representation of the Complainant**

The Complainant may select any person to represent it in the arbitration.

6. **Costs of Arbitration**

Bell shall pay all costs, fees or expenses of the arbitrator, as well as all costs or expenses associated with the use of any facilities required for the actual arbitration session.

7. **Award of Costs**

- (a) The arbitrator shall have discretion to award costs against Bell if the Complainant is successful in the arbitration.
- (b) The arbitrator may award costs against the Complainant if the arbitrator concludes that the Complainant acted unreasonably, improperly or in bad faith in proceeding with the arbitration.
- (c) Any costs awarded shall not exceed the amount of costs that could reasonably be awarded in Court proceedings, in the jurisdiction in which the arbitration is conducted.

8. **Appeal Rights**

The parties shall have rights of appeal provided for in the applicable arbitration legislation in the jurisdiction in which the arbitration is conducted.

9. **Modification of Policy**

Bell reserves the right to modify this arbitration policy from time to time.