Bergeron v. Telus: Superior Court clarifies consumer exploitation and abusive clauses under section 8 CPA

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On Aug. 18, 2026, the Honourable Marie-Christine Hivon of the Superior Court dismissed the class action brought against Société Telus Communications Inc. (Telus) in *Bergeron v. Société Telus Communications Inc.*

The plaintiff argued that international roaming charges of $0.60 for receiving SMS messages while abroad were disproportionate to the value of the service and constituted consumer exploitation within the meaning of section 8 of the *Consumer Protection Act* (CPA). She also alleged that the clauses permitting those charges were abusive within the meaning of article 1437 of the *Civil Code of Québec* (CCQ).

This decision is particularly significant because it is one of the few to analyze the application of section 8 of the CPA. It clarifies that a consumer must establish, through comprehensive economic evidence, a substantial disproportion between the parties' respective obligations. In the context of a multidimensional contract, that disproportion must generally be assessed on the basis of the contract as a whole, rather than by examining a single contractual component in isolation.

Analysis

The contract must be assessed as a whole

The Court noted that a claim under section 8 of the CPA may be based on subjective or objective lesion. In this case, the alleged objective lesion required the plaintiff to establish a disproportion between the parties' respective obligations that was so substantial as to seriously prejudice the consumer.

To establish this disproportion, the plaintiff sought to isolate the service of receiving SMS messages while abroad and compare its price with competitors' rates, or with the cost of providing that service alone. According to the Court, such an analysis would be inconsistent with section 8 of the CPA, since it requires the Court to consider all the obligations under the contract.

Indeed, in the context of a wireless services agreement, the contested service forms part of a broader multidimensional contract involving interdependent obligations. Accordingly, the disproportion must be assessed by considering the parties' respective obligations under the contract as a whole, rather than any individual charge or service in isolation.

A price comparison is not sufficient

The Court further noted that the existence of a disproportion may be established either by the market value of the parties' respective obligations or by their actual value to the merchant, particularly through evidence of the merchant's costs and resulting profit margin.

However, a substantial disproportion cannot be established through a simple price comparison or on the assumption that the marginal cost of a service is low. Rather, the plaintiff must present sufficiently comprehensive economic evidence to permit a concrete assessment of the value of the obligations at issue, the costs incurred by the merchant, and the resulting profit margin. In the absence of such evidence, it is not possible to find a substantial disproportion or to trigger the presumption of exploitation under section 8 of the CPA.

Comment

The *Bergeron* decision provides important guidance on the application of section 8 of the CPA in the context of multidimensional contracts. Beyond dismissing the class action, the Court confirmed that a plaintiff cannot establish objective lesion by limiting the analysis to a single charge or service considered in isolation. Rather, the plaintiff must present a structured body of evidence regarding the value of all the contractual obligations, including the merchant's costs and profit margin.

This decision could have significant implications for claims involving ancillary charges or complex pricing models, particularly in the telecommunications and financial services sectors.

The decision does not, however, create immunity for ancillary charges or usage-based services. The action was dismissed for lack of sufficient evidence, and the Court of Appeal has previously noted, at the authorization stage, that a low price for one service does not preclude a finding that the price of another service within the same contract is lesionary.

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