

Category	Draft Code Provision	PIAC/CAC/COSCO Response
<b>A. Application of the Wireless Code</b>		
A1. Application of the Wireless Code to wireless providers	This mandatory Wireless Code (“ <b>the Wireless Code</b> ”) applies to retail mobile wireless data and voice services (“ <b>wireless services</b> ”) provided by wireless service providers, including resellers of wireless services (“ <b>service providers</b> ”).	PIAC/CAC/COSCO agree.
A2. Application of the Wireless Code to services provided over fixed and indeterminate periods	The Wireless Code applies to wireless services provided over fixed contract terms, such as three-year contracts (“ <b>fixed-term service</b> ”) and to wireless services provided over an indeterminate period, for example, on a month-to-month basis (“ <b>monthly term service</b> ”).	PIAC/CAC/COSCO agree.
A3. Application of the Wireless Code to prepaid and post-paid wireless services	<b>Option 1:</b> The Wireless Code applies equally to pay-as-you-go and other types of pay-in-advance services (“ <b>pre-paid services</b> ”) and to “ <b>post-paid services</b> ” (i.e. services where the consumer pays after receiving a bill).	PIAC/CAC/COSCO support <b>OPTION 1</b> .
	<b>Option 2:</b> All sections of the Wireless Code apply to post-paid wireless services. The following sections of the Wireless Code apply to pre-paid wireless services: <i>To be determined.</i>	
A4. Application of the Wireless Code in Provinces with similar legislation	The Wireless Code is to be interpreted in favour of the consumer and must not be interpreted in a way that prevents a consumer from benefiting from any other federal or provincial law or regulation which is more favourable to the consumer. <i>[Note: This presumes that the Wireless Code will co-exist with provincial consumer legislation.]</i>	Please see Legal Opinion commissioned by PIAC/CAC/COSCO and Bell Canada.
A5. Application of the Wireless Code to bundles	The Wireless Code applies equally to wireless services purchased separately or as part of a bundle of telecommunications and broadcasting distribution services.	PIAC/CAC/COSCO agree.
A6. <b>New:</b> Application of the Wireless Code to distance contracts	The Wireless Code applies to “ <b>distance contracts</b> ,” such as contracts agreed to over the phone or online. The service provider must send the consumer the complete terms of the distance contract within 15 days of the contract being agreed to. If not, or if the service provider sends terms that conflict with the terms agreed to initially, the consumer may cancel the	PIAC/CAC/COSCO agree.

	contract without incurring any early termination fee or other penalty within 30 days of having received the complete terms of the contract.	
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### B. Implementation of the Wireless Code

B1. Implementation date	<b>Option 1:</b> The Wireless Code will come into force six months from the date it is published.	PIAC/CAC/COSCO prefer <b>OPTION 1</b> with the caveat that the Code in its entirety come into force as soon as possible, which may be sooner than six months. PIAC/CAC/COSCO assume that "from the date it is published" is the Commission approval date.
	<b>Option 2:</b> The Wireless Code will come into force via a phased-in approach. All aspects of the Wireless Code will come into force six months from the date it is published. The following sections of the Wireless Code will come into force earlier as follows: <i>To be determined</i> .	
B2. <b>New:</b> Implementation in relation to new and existing contracts	<b>Option 1:</b> When the Wireless Code comes into force, it will apply to contracts signed on or after the date that it comes into force (" <b>new contracts</b> ") and contracts signed before it comes into force (" <b>existing contracts</b> ").	PIAC/CAC/COSCO support <b>OPTION 1</b> .
	<b>Option 2:</b> When the Wireless Code comes into force, it will apply to new contracts.	
	<b>Option 3:</b> When the Wireless Code comes into force, it will apply to new contracts as well as contracts that are amended or renewed on or after the date that it comes into force. Only the following sections of the Wireless Code apply to existing contracts: <i>To be determined</i> .	

### C. Administration and Enforcement of the Wireless Code

C1. Administration and enforcement of the Wireless Code, including mechanisms to ensure compliance	<p>The Wireless Code will be administered by the Commissioner for Complaints for Telecommunications Services ("<b>CCTS</b>") and enforced by the Canadian Radio-television and Telecommunications Commission ("<b>CRTC</b>").</p> <p>The CCTS is an independent organization dedicated to working with consumers and their telecommunications service providers to resolve complaints relating to their telecommunications services.</p> <p>The CCTS will respond to and resolve complaints from consumers about</p>	PIAC/CAC/COSCO agree.
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	<p>whether they have been treated in a way that is inconsistent with the Wireless Code. The CCTS will collect data on complaints related to the Wireless Code to be published in its annual report, which is available on its website: <a href="http://www.ccts-cprst.ca">www.ccts-cprst.ca</a>.</p> <p>The CRTC will monitor trends in complaints about the Wireless Code and will take action to enforce its requirement that service providers adhere to the Wireless Code in cases of systemic non-compliance.</p> <p>Service providers will be required to file a report with the CRTC that demonstrates how their practices comply with the Wireless Code within one month of the Wireless Code coming into force.</p>	
<p>C2. Recourse for consumers</p>	<p>The CCTS can require a service provider to provide a consumer with an explanation or apology, an undertaking to do or cease doing specific activities with respect to the consumer, or monetary compensation up to \$5,000.</p>	<p>PIAC/CAC/COSCO agree. However, we are of the view that CCTS' current mandate is inadequate - CCTS should have greater flexibility to award compensation (e.g. the ability to hear complaints filed on behalf of a group or class of customers.)</p>
<p>C3. <b>New:</b> How consumers can make a complaint related to the Wireless Code</p>	<p>If you have a complaint about issues related to the Wireless Code, first try to resolve the complaint directly with your service provider. If you are unable to resolve the complaint with your service provider, contact the CCTS. For more information on the CCTS's mandate and dispute resolution processes, the CCTS can be reached as follows:                  Website: <a href="http://www.ccts-cprst.ca">www.ccts-cprst.ca</a>                  Toll-free: 1-888-221-1687                  TTY: 1-877-782-2384                  Email: <a href="mailto:response@ccts-cprst.ca">response@ccts-cprst.ca</a>                  Fax: 1-877-782-2924                  Mail: P.O. Box 81088, Ottawa ON, K1P 1B1</p>	<p>PIAC/CAC/COSCO agree. This section could be strengthened by enumerating how consumers can complain to the CRTC in the case of a systemic breach.</p>

## D. Content of the Wireless Code

### ***D1. Clarity of contracts and related policies***

<p>D1.1 Plain language</p>	<p>Contracts and related policies governing the terms or use of the service, such as privacy policies and fair use policies, must be written in clear, easy-to-understand language, and presented in an appropriate font size</p>	<p>PIAC/CAC/COSCO agree. This provision could be strengthened by defining "contract". For example, do "Terms of Use" or "Terms and Conditions of Service" and "Fair Use Policy" constitute part of the contract? Clarity is needed to assist CCTS in this respect.</p>
<p>D1.2 Issues that must be addressed in a contract to ensure completeness</p>	<p>The following specific issues must be addressed in a contract to ensure clarity and completeness:</p> <ul style="list-style-type: none"> <li>a. <b>Service provider contact information:</b> The name, address, telephone number, and website address of the service provider, and the service provider's customer service contact information.</li> <li>b. <b>Consumer contact information:</b> The name, address, telephone number, and email address – if provided by the consumer.</li> <li>c. <b>Location:</b> The place and date the agreement is made.</li> <li>d. <b>Description of services</b></li> <li>e. <b>Monthly service costs</b>, including the minimum monthly cost, any promotional rate and the duration for which it applies, the usage included in the plan and any limitations on usage, and the total monthly cost.</li> <li>f. <b>Device costs:</b> A description of any device supplied by the service provider when the agreement is made, including whether it is new or refurbished, whether it is locked, its retail price, and the subsidy for the wireless device (if any), and the amount of the device subsidy that is paid off each month.</li> <li>g. <b>One-time costs</b></li> <li>h. <b>Payment terms</b></li> <li>i. <b>Changes to contract terms:</b> The circumstances under which the consumer can cancel or change the agreement.</li> <li>j. <b>Cancellation, expiration, and renewal of contract terms</b>, including the length of the contract term and the expiry date, and any early termination fees and how they will be calculated.</li> <li>k. <b>Additional information:</b> How to get information about rates for pay-per-use services and other services not subscribed to, how to obtain information about the Wireless Code and the CCTS, and how to file a complaint with the CCTS</li> </ul>	<p>PIAC/CAC/COSCO agree, with further clarity.</p> <p>However, we seek additional clarity around the inclusion of "optional services" in the "total monthly service costs". We note that clarity of this is required in the Personalized Information Summary – for consistency, this section should require contracts to address optional services for clarity and completeness.</p> <p>We interpret this section as excluding the rate of pay-per-use service and other services not subscribed to from the content of the contract. The implication is that rates for additional fees and fair use policies can be changed unilaterally by the service provider without triggering consumer rights under D2.1.</p>

<p>D1.3 Additional information specific to pre-paid services</p>	<p><b>Option 1:</b> Before an agreement is made for pre-paid services using pre-paid cards, the service provider will inform the consumer of the conditions applicable to the pre-paid balance, including usage period, and explain how the consumer can check their remaining pre-paid balance. The service provider will provide this information separately if it does not appear on the pre-paid card or certificate. The service provider must indicate whether they charge a fee for the purchase of a pre-paid balance.</p> <p><b>Option 2:</b> Before an agreement is made for pre-paid services using pre-paid cards, the service provider will inform the consumer of the conditions applicable to the pre-paid balance, including usage period, and explain how the consumer can check their remaining pre-paid balance. The service provider will provide this information separately if it does not appear on the pre-paid card or certificate. The service provider must indicate whether they charge a fee for the purchase of a pre-paid balance. <b>The service provider may not apply an expiry date to credits purchased for the use of pre-paid service.</b></p>	<p>PIAC/CAC/COSCO support <b>OPTION 2.</b></p> <p>We also seek further clarity that the rate for pre-paid services must be clearly disclosed.</p>
<p>D1.4 <b>New:</b> Personalized information summary</p>	<p>Consumers are to be provided with a personalized summary of how key terms and conditions in their contract will apply to them before they sign their contract.</p> <p>The proposed format and content of this summary are set out at the end of this document.</p>	<p>PIAC/CAC/COSCO agree.</p> <p>We suggest that the template Personalized Information Summary could be improved in three ways:                  (1) under "cancellation and renewal", the Summary should state the total monthly cost when the contract is renewed automatically on a month-to-month basis;                  (2) under "the phone or other mobile wireless device", the Summary should state the duration of the warranty; and                  (3) a section be added to promote the Wireless Code and contact details for CCTS.</p>
<p>D1.5 How and when contracts and related policies are to be provided</p>	<p>A permanent copy of a contract and all related policies are to be provided prior to the start of service. A paper copy of the contract must be provided upon request and at no additional cost. The contract should be made available in alternative formats for people with disabilities upon request at no additional cost.</p>	<p>PIAC/CAC/COSCO agree.</p>
<p>D1.6 Privacy policies</p>	<p>Privacy policies must be clear and understandable; provide enough information so that the public knows the purpose of the collection, use and disclosure of personal information as well as how it is safeguarded and how it is retained; notify individuals if their personal information is being transferred outside of Canada; include information on who to contact with questions or concerns; and be made easily available to individuals.</p>	<p>PIAC/CAC/COSCO agree and suggest the addition of the following wording for further clarity: "The CRTC has accorded additional privacy protection to customer confidential information. Please consult the CRTC or your carrier for more details."</p>

<b>D2. Changes to contracts by service providers</b>		
<p>D2.1 Changes to contracts by service providers</p>	<p><b>Option 1:</b> The consumer has the right to cancel the contract without penalty if the service provider amends the contract.</p> <p><b>Option 2:</b> Service providers may change contract terms and conditions on the condition that (1) the elements of the contract that may be changed are specified in the contract; and (2) the service provider sends the consumer, at least 30 days before the change comes into force, a clear written notice of the change and when it will occur. If the change would increase the consumer's obligations or reduce the service provider's obligations, the consumer may refuse the change or cancel the contract without cost or monetary penalty by sending the service provider written notice to that effect no later than 30 days after the change comes into force.</p>	<p>PIAC/CAC/COSCO have concerns with the way either option is expressed. Both options allow service providers to unilaterally make changes to any term of the contract. The only rights that appear to be afforded to the consumer are the right to cancel the contract (Options 1 and 2) and/or the right to refuse the amendment (Option 2 only).</p> <p>We prefer an express prohibition on unilateral changes by service providers to certain fundamental terms of the contract. This could be tied to the specific issues that must be enumerated in a contract as per D1.2 above. In our view, the right of cancellation is not sufficient as consumers expect the contract to be binding on their service provider for the duration of the contract term. Such changes should be prohibited, and where the service provider attempts to make such changes, the change is void and unenforceable.</p> <p>We note that the options as presented here are unclear as to whether a "penalty" or "cost or monetary penalty" would include "early termination fees" as described in D3.3 below. If the Commission opts for one of these options, "penalty" or "cost or monetary penalty" should be clarified to include "early termination fees" as per D3.3, otherwise there is no distinction between the rights of the consumer when a service provider unilaterally amends the contract and the right of the consumer to terminate a contract at any point during their contract term.</p> <p>If the Commission opts for Option 2, the right of refusal is not sufficient when a service provider attempts to unilaterally change certain fundamental terms of the contract (e.g. specific issues enumerated as per D2.1 above). The service provider must secure express consent from the consumer to these changes.</p>
<p>D2.2 Changes to</p>	<p>Service providers must disclose, and notify consumers of, changes to their privacy policies and other policies that apply to the contracts (e.g. fair use</p>	<p>PIAC/CAC/COSCO agree.</p>

<p>privacy policies, fair use policies, etc.</p>	<p>policies). Service providers must make these policies available in a manner that is accessible, and must provide consumers notice of any changes to these policies at least 30 days in advance of the changes coming into force.</p>	
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<p><b>D3. Contract cancellation, expiry, and renewal</b></p>		
<p>D3.1 Effective date of cancellation</p>	<p>The consumer may cancel service at any time by notifying the service provider. The cancellation takes effect on the date that notice is <b>[option 1: provided or option 2: received]</b>, or a later date requested by the consumer.</p>	<p>PIAC/CAC/COSCO prefer <b>OPTION 1</b>.</p>
<p>D3.2 Application of early termination fees</p>	<p>If the consumer cancels the contract early, the consumer cannot be required to pay any fee, charge, penalty, interest, or other amount other than the termination fee described below.</p>	<p>PIAC/CAC/COSCO agree.</p>
<p>D3.3 Calculation of early termination fees</p>	<p><b>Option 1:</b> Early termination fees are to be calculated as follows:  <b>Pre-paid:</b> Early termination fees do not apply to pre-paid wireless services.  <b>Post-paid:</b> The early termination fee cannot be more than the "Amount applied toward subsidy each month" as set out in the contract summary multiplied by the number of full months remaining on the contract. If this amount is fully paid before the consumer cancels the service, no early termination fee will apply. In all cases, the consumer is required to pay for any services provided up to the time that the contract was cancelled.</p> <p><b>Option 2:</b> Early termination fees may apply to fixed-term and monthly wireless services as follows.</p> <p><b>Fixed-Term Service:</b> If the consumer received an economic incentive and cancels the fixed-term service before the end of the commitment period, the cancellation fee may not exceed the sum of (1) the price of the services provided up to the effective cancellation date, and (2) any remaining economic incentive balance. The service provider automatically reduces the economic incentive balance by an equal amount each month over the commitment period. This reduction equals the value of the economic incentive for that fixed-term service divided by the number of months in the commitment period, and the cancellation fee can therefore be calculated using the following formula: <b>(Economic Incentive) x (Number of Contract Months Remaining/Total Months in the Contract)</b>. If the consumer did not receive an economic incentive and cancels their fixed-term service before</p>	<p>PIAC/CAC/COSCO prefer <b>OPTION 2</b> as it contemplates a broader range of scenarios, with four caveats.</p> <p>First, the term "economic incentive" should be replaced with "device subsidy" for greater consistency with other parts of the draft Code, such as in D1.2 and the Personalized Information Summary. The term "economic incentive" does not appear anywhere else in the draft Code.</p> <p>Second, under <b>Fixed-Term Service</b>, we recommend removal of the following: "If the consumer did not receive an economic incentive and cancels their fixed-term service before the end of the commitment period, the cancellation fee will be the sum of (1) the price of the services provided up to the effective cancellation date, and (2) the lesser of \$50 or 10% of the monthly rate for unexpired months of the commitment period."</p> <p>Third, under <b>Monthly Term Service</b>, we question the appropriateness of setting the recovery period at 48 months.</p> <p>Fourth, under <b>Monthly Term Service</b>, we suggest amendment to the wording "the cancellation fee will be" to "the cancellation fee may not exceed" in order to give greater flexibility to providers.</p>

	<p>the end of the commitment period, the cancellation fee will be the sum of (1) the price of the services provided up to the effective cancellation date, and (2) the lesser of \$50 or 10% of the monthly rate for unexpired months of the commitment period.</p> <p><b>Monthly Term Service:</b> If the consumer cancels a monthly term service, the cancellation fee will be the price of the services provided up to the effective cancellation date and the remaining economic incentive balance. Over a period of 48 months, the service provider must automatically reduce the economic incentive balance each month by a minimum set amount. This minimum monthly credit is equal to the original economic incentive divided by 48. The cancellation fee can therefore be calculated using the following formula: <b>(Economic Incentive) – [(Economic Incentive) x (Number of Contract Months Elapsed/48)]</b>. If the service provider did not provide an economic incentive when the consumer signed up for a monthly term service, then the cancellation fee will be the price of the services provided up to the effective cancellation date.</p>	
<p>D3.4 Automatic contract renewal</p>	<p><b>Option 1:</b> This section only applies to fixed-term wireless services. A fixed-term contract will automatically renew on a month-to-month basis on the same terms and conditions on the day it expires unless the consumer contacts the wireless service provider to cancel the service. The service provider will contact the consumer at 90, 60, and 30 days before the contract expires to ensure the consumer is aware that the contract will be renewed on a month-to-month basis unless the consumer opts out of the automatic contract renewal.</p> <p><b>Option 2:</b> How contracts are renewed depends on the length of the contract.</p> <p><b>Contracts longer than 60 days:</b> The service provider must inform the consumer of the expiry date of the contract by means of a written notice sent between the 90th and 60th day before that date, unless the contract term is 60 days or less. A fixed-length contract cannot be extended or renewed by a service provider unless a consumer provides express consent before the contract expires.</p> <p><b>Contracts less than 60 days:</b> Any stipulation stating that a contract whose term does not exceed 60 days is renewed upon its expiry is prohibited, unless the renewal is for an indeterminate term. Upon a permitted renewal of the contract, current rates and terms of service apply, provided the service provider has sent written notice of them to the consumer at least 30 days before the expiry date of the contract.</p>	<p>PIAC/CAC/COSCO prefer <b>OPTION 1</b>, provided the following is added after the second sentence: "A fixed-length contract cannot be extended or renewed <u>during its term</u> by a service provider unless a consumer provides express consent before the contract expires."</p>

<b>D4. Clarity of advertised prices</b>		
D4.1 Advertised prices	Any advertisement that is incorporated by reference into a contract will include the total amount the consumer must pay for the services on a monthly recurring basis. The advertised price must indicate whether it includes sales tax and government-mandated fees.	<p>PIAC/CAC/COSCO agree. PIAC/CAC/COSCO prefer that this provision require that "all-in" prices identifying all mandatory costs, including one-time charges, be represented in advertisements. We note that the Competition Bureau suggested modifying this text to require "all-in" prices, clearly identifying all mandatory costs in all advertising.</p> <p>It appears that the Commission may be concerned with the ability of CCTS to administer this section of the Code if advertisements are not "incorporated by reference into a contract". Therefore, we suggest that this provision could be strengthened by requiring "all-in" prices identifying all mandatory costs, with the understanding that the Competition Bureau would undertake enforcement of this requirement. A consumer complaint regarding an "advertisement that is incorporated by reference into a contract" could still be handled by CCTS.</p>
D4.2 Unsolicited wireless services and charges	The service provider will not charge for any device or services that the consumer has not expressly purchased.	PIAC/CAC/COSCO strongly support this provision. This provision should be further strengthened by: (1) requiring service providers to directly refund or credit unsolicited wireless charges; and (2) placing the onus on the service provider to prove that the charge was legitimate.
D4.3 New: "Unlimited plans"	Service providers that offer "unlimited" plans must explain at the time of sale and in the personalized information summary whether there are limits to the "unlimited" plan and whether the service provider retains the discretion to move the consumer to a "limited" plan if these usage limits are exceeded. Service providers must also explicitly explain, in their fair use policies, the amount of use that will trigger the application of the policy; describe the consequences to the consumer should the policy be applied; and implement internal policies and maintain records that will enable them to demonstrate that they apply fair use policies reasonably.	<p>PIAC/CAC/COSCO support the requirement that fair use policies explicitly explain the amount of use that will trigger the application of the policy and consequences of applying the policy.</p> <p>However, plans must <u>not</u> be advertised as "unlimited" unless they are actually without limits.</p>

<b>D5. Notifications of additional fees and tools to monitor and manage usage</b>		
<p>D5.1 Notification of additional fees</p>	<p>This section applies where consumers (1) are subscribed to plans with limited usage, and/or (2) may incur additional fees.                      The service provider will inform the consumer about how to obtain information regarding rates for services that can result in additional fees.                      The service provider will send text message alerts to consumers in each of the following scenarios, unless a consumer opts out of that specific message alert type:</p> <ul style="list-style-type: none"> <li>• When a consumer consumes 50%, 80%, and 100% of the included usage limit in the wireless service plan within a billing cycle. The messages sent at 50% and 80% of usage should explain the remaining usage balance. The message sent once 100% of included usage is reached should disclose the cost of continued usage.</li> <li>• The first time a consumer begins using a service or feature that is not included in their wireless service plan, outlining the costs of continued usage.</li> <li>• When hardware connects to a network outside of Canada. The notification will include the roaming rates for voice, data, and text messaging.</li> <li>• These services are to be provided at no additional charge.</li> </ul>	<p>PIAC/CAC/COSCO fully support these measures.</p>
<p>D5.2 Tools to monitor and manage usage</p>	<p><b>Monitoring usage:</b> The service provider will provide the consumer with an online tool that allows the consumer to monitor the balance of included usage allowances and any additional fees incurred within a billing cycle.</p> <p><b>Ability to cap monthly bills:</b> The service provider will suspend all services that can cause a consumer to incur additional fees once the total amount of additional fees a consumer incurs in a billing cycle reaches (1) an amount set by the consumer, or (2) in the absence of an amount set by the consumer, \$50. The service provider will send a text message alert to the consumer once 50% and 100% of the limit is reached. The suspension should continue until the end of the billing cycle, or until the consumer explicitly consents to further additional fees. These services are to be provided at no additional charge.</p> <p><b>Ability to restrict features upon request:</b> At a consumer's request, the service provider will place a restriction on the consumer's account disabling any feature(s) or service(s) that can cause a consumer to incur additional</p>	<p>PIAC/CAC/COSCO fully support these measures.</p>

	fees at no additional cost. The service provider will provision all hardware with data usage disabled as a default for consumers that are not subscribed to a data plan. These services are to be provided at no additional charge.	
D5.3 New: Mobile Premium Services	The service provider will immediately cancel any Mobile Premium Service (MPS) subscription(s) at a consumer's request and inform consumers of how to unsubscribe from MPSs.	PIAC/CAC/COSCO agree. We suggest that this provision could be read in conjunction with D4.2, and that the improvements suggested above in our comments pertaining to D4.2 would greatly assist consumers dealing with unsolicited mobile premium service charges.

<b>D6. Repairs and warranties</b>		
D6.1 Warranties	The service provider will inform the consumer of the existence and duration of the manufacturer's hardware warranty prior to offering an extended warranty or insurance on that hardware. The service provider will explain, in the contract, where consumers can obtain information pertaining to the manufacturer's hardware warranty.	PIAC/CAC/COSCO agree.
D6.2 Services charges during repairs	The service provider will suspend charges for services unavailable during the repair of hardware supplied to the consumer, if the following four conditions are met: 1. the hardware is returned to the service provider for repair, 2. the hardware is under the manufacturer's or service provider's warranty, 3. the service provider did not provide free replacement hardware for use during the repair, and 4. the damage is covered under warranty. The service provider may extend the duration of a contract by a period no longer than the duration that service charges were suspended while hardware was being repaired.	PIAC/CAC/COSCO agree, with the amendment that the customer must explicitly agree to the extension of the contract.

<b>D7. Unlocking wireless devices</b>		
D7.1 Unlocking phones	<b>Option 1:</b> Where the service provider has provided a locked wireless device to a consumer, it must provide the consumer with the means to unlock the device after no more than 30 days of service, at the rate specified in the contract and personalized information summary.	PIAC/CAC/COSCO support <b>OPTION 1</b> , with the amendment that the unlocking right be immediate and that the rate for unlocking be on a "cost-recovery basis limited to a reasonable amount" as opposed to "at the rate specified in the contract"

	<p><b>Option 2:</b> The conditions under which a wireless device may be unlocked depend on whether the wireless device provided was subsidized or not.</p> <p><b>Subsidized wireless device:</b> Where the service provider has provided a subsidized wireless device to a consumer, the service provider must provide the consumer with the means to unlock the device after no more than 30 days of service, at the rate specified in the contract and personalized information summary.</p> <p><b>Mobile wireless device not subsidized:</b> Where the service provider has provided a mobile device to a consumer, and the device (1) was provided without a subsidy, or (2) is no longer on contract, the service provider must provide the consumer with the means to unlock the device at any time and at no charge.</p>	<p>which may be raised by WSPs to a level that would discourage unlocking.</p>
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<p><b>D8. Loss or theft of wireless devices</b></p>		
<p>D8.1 Application of service charges to lost and stolen wireless devices</p>	<p>If the device is lost or stolen, the service provider will suspend the services associated with that device, provided the consumer gives notice of the loss or theft. However, the terms of the agreement apply, including (1) charges up until when the service provider received notice that the device was lost or stolen, and (2) applicable early termination fees.</p>	<p>PIAC/CAC/COSCO do not agree with this section as written. We believe that both a cap on maximum liability and the grant of a reasonable period of time should apply to situations in which a customer's handset has been lost or stolen. So long as a consumer reports a lost or stolen device within a reasonable period of time (such as two business days, or longer in extenuating circumstances), they should not be liable for service charges applied after the device was lost or stolen.</p>

<p><b>D9. Security deposits</b></p>		
<p>D9.1 Requesting security deposits</p>	<p>If the service provider requests a security deposit, the service provider will provide the consumer with the reasons for requesting a deposit and will keep a record of those reasons for as long as the service provider is holding the consumer's deposit. The service provider will review the continued appropriateness of retaining the consumer's deposit at six-month intervals.</p>	<p>PIAC/CAC/COSCO agree. However, we ask that the Commission review this provision regularly and direct CCTS to keep specific records in relation to complaints on this issue to ensure low-income access to wireless services.</p>
<p>D9.2 A maximum amount</p>	<p>The total amount of any deposit provided by a consumer to the service provider shall not exceed the sum of three months of the minimum monthly charges for wireless service, and the total subsidy on any hardware provided</p>	<p>PIAC/CAC/COSCO agree. However, we ask that the Commission review this provision regularly and direct CCTS to keep specific records in relation to complaints on this issue</p>

	by the service provider to the consumer.	to ensure low-income access to wireless services.
D9.3 Returning security deposits	<p>The service provider must return the security deposit with interest, retaining only any amount owed by the consumer, within 30 days of service cancellation or a service provider determination that the conditions that originally justified the deposit are no longer present.</p> <p>The interest on the consumer's deposit shall be calculated using the Bank of Canada rate plus 1%, calculated from the date on which the consumer provided the security deposit until the date on which it is returned to the consumer.</p>	PIAC/CAC/COSCO agree. However, we ask that the Commission review this provision regularly and direct CCTS to keep specific records in relation to complaints on this issue to ensure low-income access to wireless services.

<b>D10. Disconnection</b>		
D10.1 Disconnection	<p><b>Option 1: Apply article 3 of the Deposit and Disconnection Code to wireless services.</b></p> <p>If a consumer has not paid for services received, a service provider can disconnect service only when</p> <ul style="list-style-type: none"> <li>• the amount due exceeds \$50 or has been past due for at least two months;</li> <li>• there has not been a reasonable deposit provided; or</li> <li>• the consumer has not complied with the deferred payment plan agreed to with the service provider.</li> </ul> <p>The service provider must notify the consumer at least 14 days prior to disconnection and provide</p> <ul style="list-style-type: none"> <li>• the reason for disconnection and amount owing (if any);</li> <li>• the scheduled disconnection date;</li> <li>• information on the availability of deferred payment plans;</li> <li>• the reconnection charge (if any); and</li> <li>• contact information for a service provider representative with whom the disconnection can be discussed.</li> </ul> <p>At least 24 hours prior to disconnection, the service provider must advise the consumer that the service will be disconnected, except where</p> <ul style="list-style-type: none"> <li>• repeated attempts to contact the consumer have failed;</li> <li>• action is necessary to protect the network from harm; or</li> <li>• the service provider suspects fraud is occurring or likely to occur.</li> </ul>	<p>PIAC/CAC/COSCO support only <b>OPTION 1</b>. Option 1 recognizes the seriousness to the customer of disconnection where many customers are wireless-only.</p> <p>We ask that the Commission review this provision regularly and direct CCTS to keep specific records in relation to complaints on this issue to ensure low-income access to wireless services.</p>

	<p>Consumers can only be disconnected on weekdays between 8 a.m. and 9 p.m. and on weekends between 9 a.m. and 5 p.m.</p> <p>Where a disconnection was in error, service must be restored during business hours on the next working day at the latest, and no reconnection charges can be imposed.</p> <p>Service providers cannot disconnect a consumer's service where the consumer disputes the reason for the disconnection, provided that payment is being made for the undisputed portion of the services, and there is no reason to believe that the purpose of the dispute is to evade or delay payment.</p> <p><b>Option 2:</b>  <b>Fixed-Term Service:</b> The service provider may cancel a fixed-term service if the service provider no longer provides the service and has given the consumer at least 60 days' notice.</p> <p><b>Monthly Term Service:</b> The service provider may cancel a monthly term service by giving written notice of the cancellation at least 60 days before the cancellation date.</p> <p><b>Payment for Services Provided:</b> Upon cancellation, the consumer must pay for the services provided by the service provider up to the effective cancellation date, and any other charges established by the agreement.</p> <p><b>Consumer Default:</b> The service provider may suspend the services or cancel an agreement without notice if the consumer fails to meet their obligations under the agreement, including, for example, non-payment of charges; fraud, unlawful or improper use or behaviour related to the service; exceeding reasonable usage limits; or engaging in activity that negatively affects the service provider's network. However, the terms of the agreement, including charges up to the service suspension or cancellation date and applicable early termination fees apply.</p>	
<p>D10.2  <b>New:</b>                  Disconnection in relation to security deposits</p>	<p>If the consumer paid a security deposit, their wireless service cannot be cancelled or suspended for non-payment as long as the amounts past due are no greater than the amount of the deposit. The service provider must notify the consumer in advance if it intends to draw down the deposit to collect on amounts past due.</p>	<p>PIAC/CAC/COSCO agree. We note that the Commission should consider requiring keeping the phone active for calls to the carrier to dispute the disconnection.</p>

### E. Promotion of the Wireless Code

E1. Mechanisms to promote the Wireless Code	Service providers must provide a consumer with a copy of the Wireless Code when the contract is signed and must notify consumers of the Wireless Code on their websites, billing statements, contracts, and during the company's complaint process. Service providers will promote the Wireless Code to their employees and their agents.	PIAC/CAC/COSCO agree. Further, there should be a positive obligation on the wireless service provider to refer the consumer to the CCTS when there is a breakdown of resolution efforts.
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### F. Measuring and reviewing effectiveness of the Wireless Code

F1. Measuring the effectiveness of the Wireless Code	<p>The CCTS will report on complaints related to the Wireless Code for the industry and for each provider in its annual reports, which are publicly available on its website in both French and English. The CCTS will also report on any trends in complaints related to the Wireless Code.</p> <p>In order to ensure the ongoing effectiveness of the Wireless Code, this code will be reviewed in <b>three or five</b> years.</p>	<p>PIAC/CAC/COSCO believe the CCTS can devise many relevant Code complaints categories for reporting annually, however, we urge the Commission to supplement this activity with metrics that would help the Commission in their review of the Code. Please refer to PIAC/CAC/COSCO comments for suggested metrics.</p> <p>PIAC/CAC/COSCO support reviewing the Wireless Code in <b>three years</b>.</p>
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### Personalized information summary

As per the requirement set out above, consumers are to be provided with a personalized summary of how key terms and conditions in their contract will apply to them before they sign their contract.

The following template for a personalized information summary applies to these types of contracts: *to be determined*.

- “[Text]” means insert the consumer’s personalized contract information.
- “You” means the consumer.

Info	<p><b>[Consumer name]</b>  <b>[Phone number]</b>  <b>[Contract or client ID number]</b>  <b>[Company name and explanation of how to contact customer service]</b>  <b>[DAY MONTH YEAR]:</b> Contract start date  <b>[DAY MONTH YEAR]:</b> Contract end date</p>
Minimum monthly cost for wireless services	<p><b>[\$X.XX]:</b> Minimum cost per month for the duration of the contract  <b>[\$X.XX]:</b> If applicable - Promotional rate applies from <b>[date 1]</b> to <b>[date 2]</b>.                  The minimum monthly cost ...</p> <ul style="list-style-type: none"> <li>• is in effect the date your account is activated.</li> <li>• includes all mandatory applicable fees.</li> <li>• <b>[does or does not]</b> include applicable taxes.</li> <li>• includes the following usage:  <b>[X]:</b> Airtime local calling minutes per month  <b>[X]:</b> Calls during the following times of day only: <b>[from Time 1 to time 2]</b>  <b>[X]:</b> Data volume per month  <b>[X]:</b> [Other]</li> </ul>
The phone or other mobile wireless device	<p><b>[\$X.XX]</b> Total device subsidy (if any)  <b>[\$X.XX]</b> Amount applied toward subsidy each month.</p> <ul style="list-style-type: none"> <li>• <b>Warranty information:</b> Your wireless device <b>[is or is not]</b> covered by a manufacturer’s warranty. <b>PIAC Suggestion: If yes, state the duration of the warranty.</b> For more information <b>[explain how they can find more information]</b></li> <li>• Your wireless device <b>[is or is not]</b> locked. <b>[Your locked wireless device can be unlocked [explain when] for a(n) [\$X.XX] fee.]</b></li> </ul>
Monthly cost for Optional services	<p>You have selected to add the following optional services:  <b>[None or (example) \$X.XX: Caller ID or Voicemail]</b></p>
Total monthly cost	<p><b>[\$X.XX]</b> per month  <b>[\$X.XX]</b> per month during promotional rate period only (if applicable) from <b>X</b> to <b>Y</b></p>
Additional charges may apply	<p>The following one-time charges will apply:</p> <ul style="list-style-type: none"> <li>• <b>[activation charge: \$X.XX – if any]</b></li> <li>• <b>[list all others that could apply]</b></li> </ul>

	<p>Additional charges may apply if you use services not included in the minimum monthly cost:  <b>[Clearly explain how the consumer can get information on additional charges that may apply for roaming, long distance, additional data, overages, etc.]</b></p>						
<p>Tools to help you monitor and manage your usage</p>	<p><b>NOTIFICATIONS:</b> To help you monitor your usage, we will notify you when additional charges may occur (e.g. reaching limit of “included” voice, text messaging, data, or roaming use) as follows:</p> <ul style="list-style-type: none"> <li>• <b>[Describe.]</b></li> <li>• <b>[If applicable: You have decided to opt out of receiving these notifications.]</b></li> </ul> <p><b>CAP:</b> You may set a cap for the additional fees that can occur during a billing cycle. This cap applies to fees that are over and above your minimum monthly wireless service cost. Services that can cause additional fees will be suspended once the cap is reached, unless you explicitly agree to further additional fees. While services that can cause additional fees will be suspended, you will still be able to use any of your remaining usage included in your monthly plan.  <b>[You have set the following limit for your monthly wireless bill above your total monthly cost: [\$X.XX] -Or- You have not chosen to set a limit and the default \$50 cap will apply.]</b></p>						
<p>Cancellation and renewal</p>	<p>You can cancel your contract at any time. However, if you decide to cancel your contract, you are still required to pay your early termination fee plus any outstanding charges.  <b>[Insert formula for term or indeterminate contract as applicable]</b></p> <p><b>For example, if you were to cancel your contract early at the following dates, here’s how the early termination fees would apply.</b></p> <table data-bbox="472 816 1155 909"> <tr> <td>6 months from the start of the contract</td> <td>[\$ X.XX]</td> </tr> <tr> <td>1 year</td> <td>[\$ X.XX]</td> </tr> <tr> <td>2 years</td> <td>[\$ X.XX]</td> </tr> </table> <p>After your contract end date, your contract will renew automatically on a month-to-month basis.</p> <p><b>PIAC Suggestion: When your contract is renewed automatically on a month-to-month basis, the total monthly cost will be [\$ X.XX].</b></p>	6 months from the start of the contract	[\$ X.XX]	1 year	[\$ X.XX]	2 years	[\$ X.XX]
6 months from the start of the contract	[\$ X.XX]						
1 year	[\$ X.XX]						
2 years	[\$ X.XX]						
<p>Cooling-off period</p>	<p>If you are unsatisfied with your contract for any reason, you may cancel it without incurring any termination fees or other penalty by <b>X date [insert 15 days]</b> if you have used less than <b>[X number of minutes or other usage]</b> and you return any wireless device that was provided by the wireless service provider. You will still have to pay any usage charges.</p>						
<p>Policies to review</p>	<p>The following policies apply to your contract:</p> <ul style="list-style-type: none"> <li>• <b>[List, briefly describe, and provide links to all policies that apply. For example, a fair use policy, privacy policy, etc.]</b></li> </ul> <p>These policies may be updated during your contract.</p>						
<p>Coverage maps</p>	<p><b>[Explain how service coverage maps are available.]</b></p>						
<p><u>Wireless Code and Commissioner for Complaints for Telecommunications</u></p>	<p><b>PIAC Suggestion: For more information about your rights and service provider obligations, please see the Wireless Code here: [link].</b></p> <p><b>If you have a complaint about issues related to the Wireless Code, first try to resolve the complaint directly with your service provider. If you are unable to resolve the complaint with your service provider, contact the CCTS. CCTS can be reached as follows:</b></p>						

<u>Services</u>	Website: <a href="http://www.ccts-cprst.ca">www.ccts-cprst.ca</a> Toll-free: 1-888-221-1687 TTY: 1-877-782-2384 Email: <a href="mailto:response@ccts-cprst.ca">response@ccts-cprst.ca</a> Fax: 1-877-782-2924 Mail: P.O. Box 81088, Ottawa ON, K1P 1B1
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