

**APPENDIX B – Annotated Working Document (TNC CRTC 2012-557-3)**

Provision Title	Provision Markup	Rationale/Additional Comments
<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> ”).	
A2. Application of the Wireless Code to services provided over fixed and indeterminate periods	The Wireless Code applies to wireless services provided over <b>a specified</b> fixed contract terms, such as three-year contracts (“ <b>fixed-term service</b> ”) and to wireless services provided over an indeterminate period, <del>for example</del> , on a month-to-month basis (“ <b>monthly term service</b> ”).	A2 should more clearly distinguish between what is a fixed term contract, and what is an indeterminate term contract. This will avoid confusion if new term lengths (3 month fixed term, for example, as opposed to the current default 1 month fixed term) emerge in the future.
A3. Application of the Wireless Code to prepaid and post-paid wireless services	<p><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).</p> <p><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></p>	Option 2 is preferable to applying inline exceptions to specific provisions that do not operate effectively in a pre-paid context. While we do not make submissions on as to what exhaustive list of sections should be applied to pre-paid,
A4. Application of the	The Wireless Code is to be interpreted in favour of the	This clause should be preserved as is.

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Wireless Code in Provinces with similar legislation	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>	However, with respect to the Note, it is not clear under what conditions the Code would <i>not</i> co-exist with provincial consumer legislation at least to some extent.
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.	This clause should be preserved as is.
A6. New: 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 contract without incurring any early termination fee or other penalty within 30 days of having received the complete terms of the contract.	
<b>B. Implementation of the Wireless Code</b>		
B1. Implementation date	<b>Option 1:</b> The Wireless Code will come into force six months from the date it is published.	Option 1 is preferred, as it will be least confusing for customers while ensuring they can benefit from the protections of the Code within a reasonable period of time.
	<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.	

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	The following sections of the Wireless Code will come into force earlier as follows: <i>To be determined.</i>	
B2. New: 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> ”).	Elements of the Code should apply to existing contracts. At minimum, this should include those elements that do not need to have been in effect at the time the contract came into effect.
	<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>	
<b>C. Administration and Enforcement of the Wireless Code</b>		
C1. Administration and enforcement of the Wireless Code, including mechanisms to ensure compliance	The Wireless Code will be administered by the Commissioner for Complaints for Telecommunications Services (“CCTS”) and enforced by the Canadian Radiotelevision and Telecommunications Commission (“CRTC”). The CCTS is an independent organization dedicated to working with consumers and their telecommunications service providers to resolve complaints relating to their telecommunications services. The CCTS will respond to and resolve complaints from consumers about whether they have been treated in a way that is inconsistent with the Wireless Code. The CCTS will	The Code should be part of the set of obligations that WSPs make to their customers. The CRTC should mandate all WSPs to include the Code in their terms of service.

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	<p>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>. 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. 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>	
C2. Recourse for consumers	<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>	
C3. New: How consumers can make a complaint related to the Wireless Code	<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:</p> <p>Mail: P.O. Box 81088  Ottawa ON  K1P 1B1  Website: <a href="http://www.ccts-cprst.ca">www.ccts-cprst.ca</a>  Toll-free: 1-888-221-1687  TTY: 1-877-782-2384</p>	

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	Email: response@ccts-cprst.ca Fax: 1-877-782-2924	
<b>D. Content of the Wireless Code</b>		
D1. Clarity of contracts and related policies		
D1.1 Plain language	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	
D1.2 Issues that must be addressed in a contract to ensure completeness	The following specific issues must be addressed in a contract to ensure clarity and completeness: 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. b. <b>Consumer contact information:</b> The name, address, telephone number, and email address – if provided by the consumer. c. <b>Location:</b> The place and date the agreement is made. d. <b>Description of services</b> 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.	

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	<p>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.</p> <p>g. <b>One-time costs</b></p> <p>h. <b>Payment terms</b></p> <p>i. <b>Changes to contract terms:</b> The circumstances under which the consumer can cancel or change the agreement.</p> <p>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.</p> <p>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.</p>	
D1.3 Additional information specific to pre-paid services	<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</p>	

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	<p>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>	
D1.4 New: Personalized information summary	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 proposed format and content of this summary are set out at the end of this document. <u>In addition, service providers must make this summary available to customers in retail settings and online.</u>	The PIS should be made generally available to customers, so as to facilitate cross-service comparisons.
D1.5 How and when contracts and related policies are to be provided	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.	This provision should be preserved as is.
D1.6 Privacy policies	Privacy policies must be clear and understandable; provide	

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	<p>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>	
<b>D2. Changes to contracts by service providers</b>		
<p>D2.1 Changes to contracts by service providers</p>	<p><b>Option 1:</b> <u>Any change to the terms or conditions of service will have no effect unless expressly consented to by the consumer. Absent express consent,</u> <del>the</del> the consumer has the right to <u>continue under the service unchanged or to</u> cancel the contract without penalty, <u>including early termination fee.</u> <del>if the service provider amends the contract.</del></p> <p><b>Option 2:</b> <del>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.</del></p>	<p>Customers should not be forced out of favourable terms in service agreements without consent. They must not be forced into incurring early termination because they are not willing to continue under changed conditions.</p>

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D2.2 Changes to privacy policies, fair use policies, etc.	<p><u>Any changes to privacy, fair use or other policies which have the effect of materially changing the service shall be treated as a change to the conditions of service as set out in D2.1. Any change that has the effect of changing the cost, usage allowance or nature of the goods or services in question shall be deemed to be a material change.</u></p> <p><del>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 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.</del></p>	Many key features of the service, including usage allowances and permissible uses, are often addressed in the Fair Use policy. Such changes should not be excluded from the protections in D2.1.
<b>D3. Contract cancellation, expiration, and renewal</b>		
D3.1 Effective date of cancellation	The consumer may cancel service at any time by notifying the service provider. The cancellation takes effect on the date that notice is <del>[option 1: provided or option 2: received]</del> , or a later date requested by the consumer. <u>A cancellation notice is deemed to have been received on the day it is sent or, if it is sent by mail, five (5) business days after it is sent.</u>	
D3.2 Application of early termination fees	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.	
D3.3 Calculation of early	<del>Option 1: Early termination fees are to be calculated as</del>	Change 'subsidy' to 'amortization'. Eliminate

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<p>termination fees</p>	<p>follows: <del>Pre-paid: Early termination fees do not apply to pre-paid wireless services. Post-paid: The early termination fee cannot be more than the “Amount applied toward subsidy</del> <u>amortizing the device</u> <del>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.</del></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 <u>incurred an outstanding device amortization balance</u> 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 <u>on the customer’s device amortization</u>. The service provider automatically reduces the economic incentive <u>amortization</u> balance by an equal amount each month over the commitment period. This reduction equals the value of the economic incentive <u>unpaid cost of the device</u> 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 Outstanding Balance of Device) x (Number of Contract Months Remaining/Total Months in the Contract)</b>. If the</p>	<p>any ETF that is not compensating a WSP for a device cost. Ensure WSPs are not able to avoid ETF limitations by classifying their offerings as ‘free device’ + ‘monthly term service’.</p> <p>Consider improving transparency by:</p> <ul style="list-style-type: none"> <li>• preventing WSPs from using the term ‘free’ or ‘discounted’ when describing the nature of the service offering.</li> <li>• obligating WSPs to specify what element of the ‘monthly fee’ a customer is asked to pay is actually a device amortization fee;</li> </ul> <p>In addition, consider:</p> <ul style="list-style-type: none"> <li>• banning device/service bundling.</li> <li>• obligating WSPs to permit customers to submit payments towards the ETF at any point during their term of service;</li> <li>• limiting <i>all</i> amortization periods (fixed or otherwise) to 24 months;</li> <li>• obligating WSPs to allow customers to pay the ETF, once incurred, in ongoing periodic payments so as to defray the ability of such costs to operate as an excessive impediment to switching;</li> </ul>

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	<p>consumer did not receive an economic incentive <u>incur an outstanding device balance</u> and cancels their fixed-term service before the end of the commitment period, <u>there will be no termination fee.</u> 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 <u>device amortization</u> balance. Over a period of 48 <u>24</u> months, the service provider must automatically reduce the economic incentive <u>device amortization</u> balance each month by a minimum set amount. This minimum monthly credit is equal to the original economic incentive <u>device cost</u> divided by <u>24</u> 48. The cancellation fee can therefore be calculated using the following formula: <b>(Economic Incentive Outstanding Device Balance) - [ (Outstanding Device Balance - Economic Incentive) x (Number of Contract Months Elapsed / <u>24</u> 48)]</b>. If the service provider <u>customer</u> did not provide an economic incentive <u>incur an outstanding device balance</u> 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>	
D3.4 Automatic contract	<b>Option 1:</b> This section only applies to fixed-term wireless services. A fixed-term contract will automatically renew on	

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renewal	<p>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><u>Additionally, for [30] 60 days following any transition from a fixed term to a monthly term service, no unilateral changes will be made to the service without the express consent of the customer.</u></p> <p><u>A renewal of a fixed term will not be imposed onto a customer without the customer's express and explicit consent. If such renewal accompanies other changes, such as a device upgrade or new service provision, express and distinct consent to the fixed term renewal must still be gained.</u></p> <p><del><b>Option 2:</b> How contracts are renewed depends on the length of the contract. <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 90<sup>th</sup> and 60<sup>th</sup> 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. <b>Contracts less than 60 days:</b> Any stipulation stating that a contract whose term does not</del></p>	

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	<p><del>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.</del></p>	
<b>D4. Clarity of advertised prices</b>		
D4.1 Advertised prices	<p>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> <p><u>Any advertised fee must be inclusive of 9/11 fees, system access fees, or any regulatory fees.</u></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.	
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	

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	records that will enable them to demonstrate that they apply fair use policies reasonably.	
<b>D5. Notifications of additional fees and tools to monitor and manage usage</b>		
D5.1 Notification of additional fees	<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.</p> <p>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>	This section should be retained as-is.

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D5.2 Tools to monitor and manage usage	<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 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.</p>	This section should be retained as-is.
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. <u>The service provider should offer customers the</u>	

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	<p><u>option of turning off Mobile Premium Services altogether, if they wish to do so.</u></p>	
<b>D6. Repairs and warranties</b>		
D6.1 Warranties	<p>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.</p> <p>The service provider will explain, in the contract, where consumers can obtain information pertaining to the manufacturer’s hardware warranty.</p>	
D6.2 Services charges during repairs	<p>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:</p> <ol style="list-style-type: none"> <li>1. the hardware is returned to the service provider for repair,</li> <li>2. the hardware is under the manufacturer’s or service provider’s warranty,</li> <li>3. the service provider did not provide free replacement hardware for use during the repair, and</li> <li>4. the damage is covered under warranty.</li> </ol> <p>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.</p>	

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<b>D7. Unlocking wireless devices</b>		
D7.1 Unlocking phones	<p><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 <u>upon request at any time and at no [minimal] cost to the customer.</u> after no more than 30 days of service, at the rate specified in the contract and personalized information summary.</p> <p><del><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.</del></p> <p><del><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.</del></p> <p><del><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.</del></p>	
<b>D8. Loss or theft of wireless devices</b>		
D8.1 Application of service	If the device is lost or stolen, the service provider will	

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charges to lost and stolen wireless devices	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.	
<b>D9. Security deposits</b>		
D9.1 Requesting security deposits	<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.</p> <p>The service provider will review the continued appropriateness of retaining the consumer's deposit at six-month intervals.</p>	
D9.2 A maximum amount	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 by the service provider to the consumer.	
D9.3 Returning security deposits	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.	

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	<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>	
<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</li> </ul>	

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	<p>discussed.</p> <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>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> <hr/> <p><b>Option 2:</b></p> <p><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>	

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	<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.</p> <p>However, the terms of the agreement, including charges up to the service suspension or cancellation date and applicable early termination fees apply.</p>	
D10.2 New: Disconnection in relation to security deposits	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.	
<b>E. Promotion of the Wireless Code</b>		
E1. Mechanisms to promote	Service providers must provide a consumer with a copy of	

Provision Title	Provision Markup	Rationale/Additional Comments
the Wireless Code	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.	
<b>F. Measuring and reviewing effectiveness of the Wireless Code</b>		
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>	