

The Wireless Code of Conduct

A. Clarity	
1. Plain language	<p>(i) A service provider must communicate with customers using plain language.</p> <p>(ii) A service provider must ensure that its written contracts and related documents, such as privacy policies and fair use policies, are written in a way that is clear and easy for customers to read and understand.</p>
2. Prices	<p>(i) A service provider must ensure that the prices set out in the contract are clear and must indicate whether these prices include taxes.</p>
3. Unlimited services	<p>(i) A service provider must not charge a customer any overage charge for services purchased on an unlimited basis.</p> <p>(ii) A service provider must not limit the use of a service purchased on an unlimited basis unless these limits are clearly explained in the fair use policy.</p>
B. Contracts and related documents	
1. Postpaid service contracts	<p>(i) A service provider must give the customer a permanent copy of the contract and related documents at no charge in the following circumstances:</p> <p>a. If the contract is agreed to in person, the service provider must give the contract and related documents to the customer immediately after the customer agrees to the contract.</p> <p>b. If the contract is not agreed to in person (i.e. if it is agreed to over the phone, online, or otherwise at a distance), the service provider must send the contract and related documents to the customer within 15 calendar days of the customer agreeing to the contract. If a service provider fails to do this, or if the terms and conditions of the permanent copy of the contract conflict with the terms and conditions that the customer agreed to, the customer may, within 30 calendar days of receiving the permanent copy of the contract, cancel the contract without paying an early cancellation fee or any other penalty.</p> <p>c. The service provider must also provide the customer with a paper copy of the contract upon request at no charge, at any time during the commitment period.</p> <p>(ii) The permanent copy of the contract and related documents must be a paper copy, unless the customer expressly and knowingly decides that an electronic copy is acceptable.</p> <p>(iii) A service provider must provide a customer with a copy of the</p>

contract in an alternative format for people with disabilities upon request, at no charge, at any time during the commitment period.

(iv) Contracts for postpaid services must set out all of the information listed below in a clear manner (items a-m):

Key contract terms and conditions

a. the services included in the contract and any limits on the use of those services that could trigger overage charges or additional fees;

b. the **minimum monthly charge** for services included in the contract;

c. the commitment period, including the end date of the contract;

d. if applicable

i. the total early cancellation fee;

ii. the amount by which the early cancellation fee will decrease each month; and

iii. the date on which the customer will no longer be subject to the early cancellation fee;

e. if a **subsidized device** is provided as part of the contract,

i. the retail price of the device, which is the lesser of the manufacturer's suggested retail price or the price set for the device when it is purchased from the service provider without a contract;

ii. the amount the customer paid for the device; and

iii. the fee to unlock the device, if any;

Other aspects of the contract

f. an explanation of all related documents, including privacy policies and fair use policies;

g. all one-time costs, itemized separately;

h. the trial period for the contract, including the associated limits on use;

i. rates for **optional services** selected by the customer at the time the contract is agreed to;

j. whether the contract will be extended automatically on a month-to-month basis when it expires, and if so, starting on what date;

k. whether upgrading the device or otherwise amending a contract term or condition would extend the customer's commitment period or change any other aspect of the contract;

l. if applicable, the amount of any security deposit and any applicable conditions, including the conditions for return of the deposit; and

m. where customers can find information about

i. rates for optional and **pay-per-use services**;

ii. the device manufacturer's warranty;

iii. tools to help customers manage their bills, including notifications on data usage and **roaming**, data caps, and usage monitoring tools;

	<ul style="list-style-type: none"> iv. the service provider’s service coverage area, including how to access complete service coverage maps; v. how to contact the service provider’s customer service department; vi. how to make a complaint about wireless services, including contact information for the Commissioner for Complaints for Telecommunications Services Inc. (CCTS); and vii. the Wireless Code.
<p>2. Prepaid service contracts</p>	<ul style="list-style-type: none"> (i) A service provider must inform the customer of all conditions and fees that apply to the prepaid balance. (ii) A service provider must explain to the customer how they can <ul style="list-style-type: none"> a. check their usage balance; b. contact the service provider’s customer service department; and c. complain about the service, including how to contact the CCTS. (iii) A service provider must provide this information separately if it does not appear on a prepaid card or in the written contract. (iv) If a device is provided as part of a prepaid service contract, a service provider must also inform the customer of <ul style="list-style-type: none"> a. where applicable <ul style="list-style-type: none"> i. the total early cancellation fee; ii. the amount by which the early cancellation fee will decrease each month; and iii. the date on which the customer will no longer be subject to the early cancellation fee; b. the retail price of the device, which is the lesser of the manufacturer’s suggested retail price or the price set for the device when it is purchased from the service provider without a contract; c. the amount the customer paid for the device; d. the fee to unlock the device, if any; and e. where customers can find information about device upgrades and the manufacturer’s warranty. (v) A service provider must give the customer a copy of the contract in an alternative format for people with disabilities upon request, at no charge, at any time during the commitment period.
<p>C. Critical Information Summary</p>	
<p>1. Critical Information Summary</p>	<ul style="list-style-type: none"> (i) A service provider must provide a Critical Information Summary to customers when they provide a permanent copy of the contract for postpaid services. This document summarizes the most important elements of the contract for the customer. (ii) A service provider must ensure that the Critical Information Summary contains all of the following:

	<p>a. a complete description of all key contract terms and conditions (see item B. 1. (iv) a-e listed above);</p> <p>b. the total monthly charge, including rates for optional services selected by the customer at the time the contract is agreed to;</p> <p>c. information on all one-time charges and additional fees; and</p> <p>d. information on how to complain about the service provider’s wireless services, including how to contact the service provider’s customer service department and the CCTS.</p> <p>(iii) A service provider must ensure that the Critical Information Summary</p> <p>a. accurately reflects the content of the contract;</p> <p>b. is either provided as a separate document from the written contract or included prominently on the first two pages of the written contract; and</p> <p>c. is clear and concise (does not exceed two pages), uses plain language, and is in an easily readable font.</p>
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D. Changes to contracts and related documents

1. Changes to key contract terms and conditions	<p>(i) A service provider must not change the key contract terms and conditions of a postpaid wireless contract during the commitment period without the customer’s informed and express consent.</p> <p>(ii) When a service provider notifies a customer that it intends to change a key contract term or condition during the commitment period, the customer may refuse the change.</p> <p>(iii) As an exception, a service provider may only change a key contract term or condition during the commitment period without the customer’s express consent if it clearly benefits the customer by either</p> <p>a. reducing the rate for a single service; or</p> <p>b. increasing the customer’s usage allowance for a single service.</p>
2. Changes to other contract terms and conditions or related documents	<p>(i) If, during the commitment period, a service provider wishes to change other contract terms and conditions or the related documents, it must provide the customer with at least 30 calendar days’ notice before making such changes.</p> <p>(ii) This notice must explain the change and when it will take effect.</p>

E. Bill management

1. International roaming notification	<p>(i) A service provider must notify the customer, at no charge, when their device is roaming in another country. The notification must clearly explain the associated rates for voice, text messaging, and data services.</p> <p>(ii) Customers may opt out of receiving these notifications at any time.</p>
2. Cap on data	<p>(i) A service provider must suspend national and international data</p>

roaming charges	<p>roaming charges once they reach \$100 within a single monthly billing cycle, unless the customer expressly consents to pay additional charges.</p> <p>(ii) A service provider must provide this cap at no charge.</p>
3. Cap on data overage charges	<p>(i) A service provider must suspend data overage charges once they reach \$50 within a single monthly billing cycle, unless the customer expressly consents to pay additional charges.</p> <p>(ii) A service provider must provide this cap at no charge.</p>
4. Unsolicited wireless services	<p>(i) A service provider must not charge for any device or service that the customer has not expressly purchased.</p>
5. Mobile premium services	<p>(i) If a customer contacts their service provider to inquire about a charge for a mobile premium service, the service provider must explain to the customer how to unsubscribe from the mobile premium service.</p>
F. Mobile device issues	
1. Unlocking	<p>(i) A service provider that provides a locked device to the customer as part of a contract must</p> <p>a. for subsidized devices: unlock the device, or give the customer the means to unlock the device, upon request, at the rate specified by the service provider, no later than 90 calendar days after the contract start date.</p> <p>b. for unsubsidized devices: unlock the device, or give the customer the means to unlock the device, at the rate specified by the service provider, upon request.</p>
2. Warranties	<p>(i) A service provider must inform the customer of the existence and duration of a manufacturer's warranty on a device before offering an extended warranty or insurance on that device.</p>
3. Lost or stolen devices	<p>(i) When a customer notifies their service provider that their device has been lost or stolen,</p> <p>a. the service provider must immediately suspend the customer's service at no charge; and</p> <p>b. the terms and conditions of the contract will continue to apply, including the customer's obligation to pay</p> <p>i. all charges incurred before the service provider received notice that the device was lost or stolen; and</p> <p>ii. either the minimum monthly charge (and taxes), if the customer continues with the contract, or the applicable early cancellation fee, if the customer cancels the contract.</p> <p>(ii) If the customer notifies the service provider that their device has been located or replaced and requests that their service be restored, the service provider must restore the service at no charge.</p>

<p>4. Repairs</p>	<p>(i) A service provider must suspend wireless service charges during device repairs upon request if all of the following conditions are met:</p> <ul style="list-style-type: none"> a. the device was provided as part of a contract with the service provider and is returned to the service provider for repair; b. the device is under the manufacturer's or the service provider's warranty; c. the service provider did not provide a free replacement device for use during the repair; and d. the customer would incur an early cancellation fee if they were to cancel their wireless services.
<p>G. Contract cancellation and extension</p>	
<p>1. Early cancellation fees – General</p>	<p>(i) If a customer cancels a contract before the end of the commitment period, the service provider must not charge the customer any fee or penalty other than the early cancellation fee. This fee must be calculated in the manner set out in sections 2. and 3. below.</p> <p>(ii) When calculating the time remaining in a contract to determine the early cancellation fee, a month that has partially elapsed at the time of cancellation is considered a month completely elapsed.</p>
<p>2. Early cancellation fees – Subsidized device</p>	<p>(i) When a subsidized device is provided as part of the contract,</p> <ul style="list-style-type: none"> a. for fixed-term contracts: The early cancellation fee must not exceed the value of the device subsidy. The early cancellation fee must be reduced by an equal amount each month, for the lesser of 24 months or the total number of months in the contract term, such that the early cancellation fee is reduced to \$0 by the end of the period. b. for indeterminate contracts: The early cancellation fee must not exceed the value of the device subsidy. The early cancellation fee must be reduced by an equal amount each month, over a maximum of 24 months, such that the early cancellation fee is reduced to \$0 by the end of the period. <p>(ii) When calculating the early cancellation fee,</p> <ul style="list-style-type: none"> a. the value of the device subsidy is the retail price of the device minus the amount that the customer paid for the device when the contract was agreed to; and b. the retail price of the device is the lesser of the manufacturer's suggested retail price or the price set for the device when it is purchased from the service provider without a contract.
<p>3. Early cancellation fees – No subsidized device</p>	<p>(i) When a subsidized device is not provided as part of the contract,</p> <ul style="list-style-type: none"> a. for fixed-term contracts: The early cancellation fee must not exceed the lesser of \$50 or 10 percent of the minimum monthly charge for the remaining months of the contract, up to a maximum of 24 months. The early cancellation fee must be reduced to \$0 by the end of the period.

	<p>b. for indeterminate contracts: A service provider must not charge an early cancellation fee.</p>
<p>4. Trial period</p>	<p>(i) When a customer agrees to a contract through which they are subject to an early cancellation fee, a service provider must offer the customer a trial period lasting a minimum of 15 calendar days to enable the customer to determine whether the service meets their needs.</p> <p>(ii) The trial period must start on the date on which service begins.</p> <p>(iii) A service provider may establish reasonable limits on the use of voice, text, and data services for the trial period.</p> <p>(iv) During the trial period, customers may cancel their contract without penalty or early cancellation fee if they have</p> <p>a. used less than the permitted usage; and</p> <p>b. returned any device provided by the service provider, in near-new condition, including original packaging.</p> <p>(v) If a customer self-identifies as a person with a disability, the service provider must extend the trial period to at least 30 calendar days, and the permitted usage amounts must be at least double the service provider's general usage amounts for the trial period.</p>
<p>5. Cancellation date</p>	<p>(i) Customers may cancel their contract at any time by notifying their service provider.</p> <p>(ii) Cancellation takes effect on the day that the service provider receives notice of the cancellation.</p>
<p>6. Contract extension</p>	<p>(i) To ensure that customers are not disconnected at the end of the commitment period, a service provider may extend a contract, with the same rates, terms and conditions, on a month-to-month basis.</p> <p>(ii) A service provider must notify a customer on a fixed-term contract at least 90 calendar days before the end of their initial commitment period whether or not the contract will be automatically extended.</p> <p>(iii) At the time that a service provider offers a customer a device upgrade, the service provider must clearly explain to the customer any changes to the existing contract terms caused by accepting the new device, including any extension to the commitment period.</p>
<p>H. Security deposits</p>	
<p>1. Requesting, reviewing, and returning a security deposit</p>	<p>(i) If a service provider requires a security deposit from a customer, the service provider must</p> <p>a. inform the customer of the reasons for requesting the deposit;</p> <p>b. keep a record of those reasons for as long as the service provider holds the deposit;</p> <p>c. specify in the written contract the conditions for the return of the security deposit;</p>

	<p>d. review the continued appropriateness of retaining the deposit at least once per year; and</p> <p>e. return the security deposit with interest to the customer, retaining only any amount owed by the customer, no more than 30 calendar days after</p> <p>i. the contract is terminated by either the customer or the service provider; or</p> <p>ii. the service provider determines that the conditions for the return of the security deposit have been met.</p> <p>(ii) A service provider must calculate interest on security deposits using the Bank of Canada's overnight rate in effect at the time, plus at minimum one percent, on the basis of the actual number of days in a year, accruing on a monthly basis.</p> <p>(iii) A service provider may apply the security deposit toward any amount past due and may require customers to replenish the security deposit after such use in order to continue providing service.</p>
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I. Disconnection

<p>1. When disconnection may occur</p>	<p>(i) If the grounds for disconnecting a customer are failure to pay, a service provider can disconnect a customer's postpaid service only if the customer</p> <p>a. fails to pay an account that is past due, provided it exceeds \$50 or has been past due for more than two months;</p> <p>b. fails to provide or maintain a reasonable security deposit or alternative when requested to do so by the service provider; or</p> <p>c. agreed to a deferred payment plan with the service provider and fails to comply with the terms of this plan.</p> <p>(ii) Except with customer consent or in other exceptional circumstances, disconnection may occur only on weekdays between 8 a.m. and 9 p.m. or on weekends between 9 a.m. and 5 p.m., unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon. The applicable time is that of the customer's declared place of residence.</p> <p>(iii) If a service provider disconnects a customer in error, the service provider must restore service to the customer by the end of the next business day and must not impose reconnection charges.</p>
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<p>2. Notice before disconnection</p>	<p>(i) If a service provider intends to disconnect a customer, it must notify the customer before disconnection, except in cases where</p> <p>a. action is necessary to protect the network from harm; or</p> <p>b. the service provider has a reasonable suspicion that fraud is occurring or likely to occur.</p> <p>(ii) In all other cases, a service provider must give reasonable notice to the customer at least 14 calendar days before disconnection. The notice must contain the following information:</p> <p>a. the reason for disconnection and amount owing (if any);</p>
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	<p>b. the scheduled disconnection date;</p> <p>c. the availability of deferred payment plans;</p> <p>d. the amount of the reconnection charge (if any); and</p> <p>e. contact information for a service provider representative with whom the disconnection can be discussed.</p> <p>(iii) A service provider must provide a second notice to advise a customer that their service will be disconnected at least 24 hours before disconnection, except if</p> <p>a. repeated attempts to contact the customer have failed;</p> <p>b. action is necessary to protect the network from harm; or</p> <p>c. the service provider has a reasonable suspicion that fraud is occurring or likely to occur.</p>
3. Disputing disconnection charges	<p>(i) A service provider must not disconnect a customer if</p> <p>a. the customer notifies the service provider on or before the scheduled disconnection date listed in the notice that they dispute the reasons for the disconnection;</p> <p>b. the customer pays the amount due for any undisputed portion of the charges; and</p> <p>c. the service provider does not have reasonable grounds to believe that the purpose of the dispute is to evade or delay payment.</p>
J. Expiration of prepaid cards	
1. General	<p>(i) A service provider must keep open the accounts of customers with prepaid cards for at least seven calendar days following the expiration of an activated card, at no charge, to give the customer more time to “top up” their account and retain their prepaid balance.</p>

The Wireless Code – Definitions	
Canadian Radio-television and Telecommunications Commission (CRTC)	A public organization that regulates and supervises the Canadian broadcasting and telecommunications systems to ensure that Canadians have access to a world-class communication system.
Commissioner for Complaints for Telecommunications Services Inc. (CCTS)	An independent organization dedicated to working with customers and their telecommunications service providers to resolve complaints relating to their telecommunications services. The CCTS (i) responds to and resolves complaints from customers in order to ensure that they are treated in a way that is consistent with the Wireless Code; and (ii) collects data on complaints related to the Wireless Code. This data will be published on the CCTS’s website at www.ccts-cprst.ca .
Commitment period	The term or duration of the contract. For fixed-term contracts, the commitment period is the entire duration of the contract. For indeterminate contracts, the commitment period is the

	current month or billing cycle.
Contract and written contract	<p>A contract is a binding agreement between a service provider and a customer to provide wireless services.</p> <p>A written contract is a written instrument that expresses the content of the contract.</p>
Customers	Individuals or small businesses subscribing to retail mobile wireless services.
Device subsidy	The difference between (i) the lesser of the manufacturer's suggested retail price of a device or the price set for the device when it is purchased from the service provider without a contract; and (ii) the amount a customer paid for the device when they agreed to the contract.
Disconnection	The termination of wireless services by a service provider.
Early cancellation fee	A fee that may be applied when a customer's service is cancelled before the end of the commitment period.
Fair (or acceptable) use policy	<p>A policy that explains what is considered to be unacceptable use of the service provider's wireless services and the consequences of unacceptable use (e.g. using the service to engage in an activity that constitutes a criminal offence).</p> <p>Violations of a fair or acceptable use policy may result in (i) disconnection or service suspension; or (ii) a modification of the services available to the customer.</p>
Fixed-term contracts	Contracts that have a set duration (usually one, two, or three years).
Indeterminate contracts	Indeterminate contracts do not have a set duration. They automatically renew each month.
Key contract terms and conditions	The elements of the contract that the service provider cannot change without the customer's express consent. Key contract terms and conditions are listed in section B. 1. (iv) a-e of the Code.
Locked device	A wireless device that is programmed to work only with the network of the service provider that sold the device to the customer.
Minimum monthly charge	The minimum amount that customers will have to pay for wireless services each month if they do not use optional services or incur any additional fees or overage charges. This charge may be subject to taxes, as set out in the contract.

Mobile premium services (or premium text messaging services)	Text message services that customers may subscribe to for an additional charge, usually on a per-message basis.
Optional services	Services that a customer can choose to add to their wireless plan, usually for an additional charge, such as caller ID or call forwarding.
Overage charge	A charge for exceeding an established limit on the use of a service.
Pay-per-use services	Services that a customer can choose to add to their wireless plan, such as international roaming, which are typically measured and charged on a usage basis.
Permanent copy	An inalterable copy (e.g. a paper copy or PDF version) of the contract, as of the date of signing or the date of the latest amendment.
Postpaid services	Wireless services that are paid for after use, usually upon receipt of a monthly bill.
Prepaid services	Wireless services that are purchased in advance of use, such as the use of prepaid cards and pay-as-you-go services.
Privacy policy	A policy that explains how service providers will handle customers' personal information.
Related documents	Any documents referred to in the contract that affect the customer's use of the service provider's services. Related documents include, but are not limited to, privacy policies and fair use policies.
Roaming	The use of wireless services outside the service provider's network area.
Service coverage maps	An illustration of the extent of the service provider's network, showing where coverage is available.
Service provider	A provider of retail mobile wireless voice and data services.
Subsidized device	A wireless device that is sold to a customer by a service provider at a reduced price as part of a contract. A wireless device that is (i) purchased by the customer at full price; or (ii) not purchased as part of the contract is not a subsidized device.
Suspension (of a customer's service)	A temporary halt in wireless service that can result from a lack of payment or hitting a pre-determined spending or usage limit. The customer's account and contract remain in force

	during service suspension.
Unlimited services	The unlimited use of specific services (e.g. unlimited local calling), for a fixed price.
Wireless services	Retail mobile wireless voice and data services.