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Conseil de la radiodiffusion et des télécommunications canadiennes

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The Television Service Provider Code

The Commission announces the new Television Service Provider Code (the Code), a mandatory code of conduct for television service providers (TVSPs).

The Code makes it easier for Canadians to understand their television service agreements and empowers customers in their relationships with TVSPs. Among other things, the Code requires TVSPs to ensure written agreements and offers are clear. It also sets out new rules for trial periods for persons with disabilities, changes to programming options, service calls, service outages and disconnections.

The Code will fully come into effect on 1 September 2017. All licensed TVSPs and TVSPs that are exempt from licensing and that are affiliated with or controlled by a licensed TVSP will be required to adhere to the Code. It will be implemented by way of amendments to the TVSPs' conditions of licence. All TVSPs are strongly encouraged to meet the standards set out in the Code as soon as possible.

The Code is set out in the appendix to this regulatory policy.

Introduction

1. The Commission announces the new Television Service Provider Code (the Code), a mandatory code of conduct for television service providers (TVSPs).[1] The Code makes it easier for Canadians to understand their television service agreements and empowers customers in their relationships with TVSPs.

2. In Broadcasting Regulatory Policy 2015-104, which was issued as part of the Let's Talk TV proceeding, the Commission determined that Canadians should be better equipped to make informed choices about TVSPs in a dynamic marketplace. The Commission determined that the creation of a code governing the relationship between TVSPs and their customers would improve customer service and the handling of complaints. In that policy, the Commission stated that the Commissioner for Complaints for Telecommunication Services (CCTS) would be the appropriate party to administer the TVSP Code. The CCTS's administration of the Code, TVSPs' participation in the CCTS and changes to the CCTS's mandate, governance and

[1] TVSPs, also known as broadcasting distribution undertakings (BDUs), provide subscription television services to Canadians. TVSPs include cable, Internet Protocol television (IPTV) and national satellite direct-to-home (DTH) service providers.

structure are being addressed as part of the CCTS review announced in Broadcasting and Telecom Notice of Consultation 2015-239. The Commission's determinations on the above will be issued at a later date.

3. In Broadcasting Notice of Consultation 2015-105 (the Notice), the Commission called for comments on a TVSP Code working document (the Working Document). The Working Document set out proposed rules addressing:

   - clarity and plain language;
   - promotional offers;
   - key information that must be set out in written agreements and the critical information summary (CIS) that accompanies agreements;
   - changes to programming options; and
   - service calls, service outages and disconnections.

4. The Commission published the Working Document to provide a possible model for the Code and to stimulate discussion and debate among parties. The Commission used the interventions and comments it received to produce the final Code that is set out in the appendix to this regulatory policy.

5. In the Notice, the Commission also stated that it intends to require all licensed TVSPs and related exempt undertakings to adhere to the Code. Related exempt undertakings are services that are affiliated with or controlled by a licensed TVSP and that are exempt from licensing pursuant to *Exemption order for terrestrial broadcasting distribution undertakings serving fewer than 20,000 subscribers* set out in Broadcasting Order 2015-544.

Interventions

6. The Commission received interventions from individual Canadians, TVSPs, consumer and public interest groups, the Canadian Network Operators Consortium (CNOC), CCTS and the Government of Quebec. The Commission also gathered comments from Canadians in an online discussion forum. The public record for this proceeding can be found on the Commission's website at www.crtc.gc.ca.

7. For the most part, interveners were in agreement with the provisions set out by the Commission in the Working Document and were supportive of the creation of a Code.

8. Individual Canadians who provided comments during the proceeding welcomed the creation of a TVSP Code. Overall, the comments received reflected similar frustrations and concerns as those articulated by Canadians during the Let's Talk TV proceeding:

- dissatisfaction with overly complicated agreements and promotional offerings;
- confusion and disputes about the terms and conditions of service agreements or promotions (e.g. charges or promotional incentives not as advertised; changes to agreements or prices without notification, etc.); and
- frustration with the promptness and timeframes of service calls.

9. The National Pensioners Federation and the Public Interest Advocacy Centre (NPF-PIAC) in a joint intervention submitted that the Code should be as consistent as possible with Telecom Regulatory Policy 2013-271 (the Wireless Code) to prevent unnecessary consumer confusion and to ensure that consumers have appropriate protections for all their communications services.

10. Groups representing persons with disabilities emphasized the importance of plain language and making agreements available in alternative formats. The Alliance for the Equality of Blind Canadians (AEBC) called for the addition of a cooling off or trial period provision in the Code to give customers, particularly those with disabilities, the opportunity to assess whether the service and equipment meet their needs. Media Access Canada (MAC) called for more appropriate and accessible hardware (e.g. remote controls and set-top boxes) for seniors and persons with disabilities as well as a rebate program for disabled customers for programming they cannot access.

11. TVSPs were generally supportive of the Code. Most TVSPs submitted that the Working Document was overly prescriptive in several areas, including promotion, agreements, notice for changes to programming options and service calls. For example, Eastlink, SaskTel, MTS and Shaw all argued that the Code should be less prescriptive or not apply to month-to-month or indeterminate agreements. Several TVSPs emphasized the need for flexibility in managing their businesses in a competitive environment and further stated that customer relations have always been one of the differentiating tools among service providers in the Canadian television industry.

12. CNOC expressed concern about the administrative cost to implement some of the requirements for small and medium-size TVSPs, such as the requirement to provide customers with permanent copies of agreements. CNOC also submitted that, in certain instances, the Working Document sets out requirements on TVSPs that are effectively out of their control (e.g. requiring TVSPs to provide a specific timeframe for service calls for TVSPs that operate their networks on wholesale services of other carriers).

13. The CCTS suggested a variety of wording changes and requested clarifications or examples to help in their interpretation and administration of the Code. The CCTS submitted that the Commission should ensure that the objectives of the Code are clearly identified and that the requirements are set out in the most precise manner possible. The CCTS also suggested that if there is to be a phased implementation of

the TVSP Code, the Commission should clearly describe the transitional rules with a view to ensuring certainty of application.

Considerations and issues to address

14. In its analysis, the Commission was guided by the following objectives of the *Broadcasting Act* (the Act):

    - that distribution undertakings should, where programming services are supplied to them by broadcasting undertakings pursuant to contractual arrangements, provide reasonable terms for the carriage, packaging and retailing of those programming services [section 3(1)(*t*)(iii)].
    - that distribution undertakings should provide efficient delivery of programming at affordable rates, using the most effective technologies available at reasonable cost [section 3(1)(*t*)(ii)]; and
    - that programming accessible by disabled persons should be provided within the Canadian broadcasting system as resources become available for the purpose [section 3(1)(*p*)];

15. The Commission was also guided by section 5(2) of the Act. In particular, section 5(2)(*g*) states that the Canadian broadcasting system should be regulated and supervised in a flexible manner that is sensitive to the administrative burden that, as a consequence of such regulation and supervision, may be imposed on persons carrying on broadcasting undertakings.

16. In addition, the Commission considered the objective set out in the Notice: to ensure that Canadians have the necessary information to make informed choices about their television services and to empower customers in their relationships with TVSPs.

17. Where appropriate, the Commission also took into consideration:

    - consistency with the Wireless Code;
    - how the Code's provisions align with provincial consumer protection legislation, ensuring there are no direct conflicts;
    - the suggestions of the CCTS regarding clarity of wording to avoid interpretation problems; and
    - the burden of the Code on TVSPs to implement the requirements and TVSPs' calls for flexibility in the way they operate their businesses and compete for subscribers.

18. In light of the above and the comments received from individual Canadians and other parties to the proceeding, the Commission considers that it is appropriate to address the following:

- whether the implementation of a code falls within the Commission's jurisdiction;
- how to mitigate potential conflict with provincial, territorial or federal legislation;
- whether the term "consumer," rather than "customer," should be used in some sections of the Code;
- issues related to the sections of the Code dealing with agreements and the critical information summary (CIS);
- whether TVSPs should offer trial periods for persons with disabilities;
- what notifications should be required of TVSPs;
- what should be the timeframes for a service call to a residence;
- how TVSPs should provide information related to service outages; and
- implementation of the Code.

Commission's jurisdiction

19. Some parties raised the issue of Commission jurisdiction with respect to contracts. Bell suggested that the Commission's statutory jurisdiction to regulate contracts between TVSPs and their customers under the Act is unclear.

20. The Commission is implementing the TVSP Code by means of a regulatory policy under the Act, which is an exercise of the federal Parliament's exclusive legislative authority to regulate broadcasting and broadcasting undertakings.

21. All licensed TVSPs and related exempt undertakings will be required to adhere to the TVSP Code by way of conditions of licence. Section 9(1)(*b*)(i) of the Act provides the Commission with clear authority to impose conditions of licence that "the Commission deems appropriate for the implementation of the broadcasting policy set out in subsection 3(1)" and that are related to the "circumstances of the licensee."

22. The implementation of the Code is the result of an extensive public process and, as mentioned in paragraph 14, its creation was guided by a plurality of broadcasting policy objectives such as sections 3(1)(*p*), 3(1)(*t*)(ii) and 3(1)(*t*)(iii) of the Act.

23. Further, the Commission was guided by sections 5(1) and 5(2)(*d*) of the Act, which state that "the Commission shall regulate and supervise all aspects of the Canadian broadcasting system with a view to implement the broadcasting policy set out in subsection 3(1)" and, in so doing, "[t]he Canadian broadcasting system should be regulated and supervised in a flexible manner that facilitates the provision of broadcasting to Canadians."

Potential conflict with provincial, territorial or federal legislation

Positions of parties

24. Union des consommateurs, Cogeco and the Government of Quebec raised the issue of provincial jurisdiction over consumer protection legislation.

25. TELUS, Eastlink and Shaw did not support certain provisions of the Code they believe duplicate requirements already found in the *Competition Act*.

Commission's analysis and decisions

26. A number of provinces have consumer protection legislation setting out certain consumer rights related to contracts. Provincial and territorial consumer protection legislations are generally broad in scope. While some sections set out provisions dealing with specific industries, the majority of these enactments set out guidelines and requirements for various classes of contracts between consumers and businesses for the provision of goods or services.

27. Both the provincial and territorial consumer protection legislation and the Code have compatible purposes that may overlap in certain instances: the protection of consumers in their relations with service providers. While TVSPs were not listed in the *Constitution Act, 1867,* the courts have consistently found that broadcasting undertakings fall under the exemptions to provincial jurisdiction carved out by section 92(10)(a) of the *Constitution Act, 1867*, and accordingly come under the exclusive jurisdiction of the federal Parliament.

28. In the Wireless Code policy, the Commission stated that it is possible for a service provider to comply with both the Commission's rules and provincial legislation as long as there is no direct conflict between them. This is also the case for TVSPs. The Commission considers that there are no direct conflicts between the Code and the relevant provincial consumer legislation.

29. With respect to potential conflict between the Code and the *Competition Act*, both cover the similar, broad topic of advertising. The *Competition Act* has a distinct focus on "misleading advertising" and on preventing anti-competitive tendencies with the goal of ensuring that competitive prices and options exist in the market. For its part, the Code strives to protect consumers by ensuring clarity in offers and promotions, ultimately empowering customers in their relationship with TVSPs.

30. The argument that the TVSP Code's provisions on clarity of offers and promotions are unnecessary due to the similar provisions under the *Competition Act* is therefore unfounded: they each serve a different purpose and fulfil a different goal. The Commission considers that the *Competition Act* and the Code can co-exist as there is no parliamentary intent of exclusivity provided.

Use of the term “consumer”

Positions of parties

31. In its intervention, Union des consommateurs suggested that the term “customer” be changed to “consumer” in the Code. It argued that by using “customer,” the requirements will only apply to communications and materials after a contract has been signed.

Commission’s analysis and decisions

32. The term “customer,” as defined in the Code’s glossary, refers to a person who has a pre-existing relationship with the service provider. The term “consumer” could apply to anyone in the market for a product or service. In view of ensuring that the TVSPs’ communications are always clear and concise for all consumers instead of just current customers, the Commission is replacing certain references to “customer” for “consumer” in the Code. “Consumer” is now defined in the Glossary as “any person in the market for a product or service.”

Sections of the Code dealing with agreements and the critical information summary

33. In the Working Document, the Commission proposed provisions outlining:

- when TVSPs must provide a copy of the agreement to customers;
- when TVSPs must provide a CIS to customers;
- the information that TVSPs must include in any written agreement and in the CIS; and
- what is considered a permanent copy of the agreement.

Positions of parties

When TVSPs must provide a copy of the agreement

34. Sasktel submitted that it would be overly complicated to apply the provisions found in section “Agreements and related documents” of the Working Document to indeterminate agreements and recommended that the Commission clarify that these provisions apply to fixed-term agreements only. MTS stated that it supports Sasktel’s suggestion since indeterminate customers can cancel their service at any time and therefore many of the protections required for fixed-term agreements are not necessary.

35. Shaw argued that the vast majority of customers have “no commitment” arrangements for television services (indeterminate agreements where the TVSP’s Terms of Service govern the relationship) and that applying this section of the Code

to both fixed-term and indeterminate agreements would raise the administrative burden on TVSPs. Shaw proposed that this section be amended to apply only to fixed-term or indeterminate agreements where there is a signed contract with a term commitment or penalty to cancel.

36. NPF-PIAC saw no compelling reason why consumers under indeterminate term agreements should face reduced protections required for substantially similar services. NPF-PIAC submitted that Sasktel and Shaw's concerns are unfounded and all customers of television services deserve the same level of protection under the Code.

When TVSPs must provide a critical information summary

37. Bell stated that it supports the provision of the CIS after its positive experience in implementing it with the Wireless Code. Rogers and Sogetel also supported the provision of a CIS. However, they submitted that repeating much of the same information in the CIS as in the written agreement could lengthen the documents. They asked the Commission for flexibility. They argued that TVSPs should be able to integrate the two documents into one in a manner that reduces unnecessary duplication.

38. Sasktel, Shaw and MTS opposed the CIS provision. Shaw argued that the requirement to provide a CIS should only apply to fixed-term agreements with commitment periods or cancellation fees. MTS submitted that it already provides this information on its customers' monthly bills, in the Terms and Conditions of Service document and on its website, and that to include the information again in the CIS would be unnecessary, time-consuming and costly to implement. Sasktel submitted that it would be of little value to repeat the information in both the CIS and the written agreement and was concerned that a CIS would lengthen the written agreement and decrease the likelihood of customers reading it. It further argued that if the written agreement is written in plain language then there would be no need for a CIS.

39. The CCTS stated that it supports the provision of the CIS but is concerned that the lines would be blurred between the CIS and the agreement, an issue it has experienced when administering the Wireless Code. The CCTS submitted that many service providers have integrated the CIS into the beginning of the agreement and have then neglected to repeat the information provided in the CIS into the body of the agreement. The CIS therefore no longer acts as a clear and concise summary of the agreement, but as part of the agreement itself.

Information to be included in agreements and critical information summaries

40. The Commission received a number of comments on whether a list of channels with pricing should be included in agreements and CIS. Many Canadians submitted that they would like the actual price of the services to be just as visible as the promotional price, as well as the expiry date of the promotional price. They expressed a desire for transparency in regard to channel listings and requested a detailed breakdown of the costs and listing of the channels that come in a package.

41. NPF-PIAC submitted that the requirement to list channel selections and pricing in the agreement will not make the contract too lengthy and that TVSPs should take this as an opportunity to refine their contracts.

42. Rogers and Sasktel argued that listing all of the channels and packages a customer has chosen in their agreement may be of limited value since the information can quickly become out of date. They argued that TVSPs should be given flexibility in how they comply with this provision through alternate means, such as including a reference to where this information can be found.

43. CNOC argued that the agreement should not be overloaded with information that is not essential to the customer. It submitted that including channel and pricing selections at the time of the agreement would inflate the size of the agreement with no corresponding benefit to the customer. CNOC also submitted that the requirement to provide a channel list with pricing in the CIS could lead to pages of additional information that is already provided within the body of the agreement. CNOC suggested instead to cross-reference where this information can be found within the body of the contract. The CIS would then serve as a useful tool for consumers to locate the information they require in their service agreement.

Format of the permanent copy of the agreement

44. In their interventions and during the online consultation, some individuals expressed a desire to receive their written agreements by e-mail or through other online portals.

45. A number of parties stated that requiring TVSPs to provide a paper copy as the default format of the permanent copy is insensitive to the administrative burden that this would place on TVSPs and to the environmental impact of distributing paper documents. Some TVSPs submitted that the permanent copy of the agreement should be an electronic copy, with paper copies provided at no extra cost upon request from the customer. Eastlink argued that TVSPs should be given flexibility in how they provide their agreements to their customers.

46. In regard to the administrative burden, CNOC submitted that many smaller companies do not have storefronts and rely exclusively on business made online or over the phone, and the requirement to mail paper copies of all of their agreements could impose significant and unnecessary operational costs. Shaw recommended deleting this provision from the Code. It argued that the requirement to send paper copies could lead to volumes of unnecessary and undesired documentation given the industry’s move into a more transactional environment (customers can subscribe then unsubscribe to a channel within a single day).

47. NPF-PIAC suggested that the permanent copy of the agreement should be paper and that the burden should be on the TVSPs to convince the client to accept an electronic copy. NPF-PIAC submitted that the electronic version of the agreement should be identical to the paper version and should be sent in a common format, such as PDF, so consumers can easily print it.

48. Cogeco and Sasktel submitted that it is unreasonable for TVSPs to be required to keep copies of customer agreements indefinitely and that permanent copies of the agreements should only be required to be provided to customers at no charge during the commitment period. Similarly, Rogers submitted that agreements should only be required to be available for no more than two years after the termination of services.

Commission's analysis and decisions

When TVSPs must provide a copy of the agreement

49. The Commission considers that the administrative burden and cost to TVSPs to offer written agreements to customers with indeterminate arrangements is high. Unlike customers with fixed-term agreements, customers on month-to-month or indeterminate agreements can end their service at any time without penalty.

50. The Commission is therefore clarifying that Section VII applies to fixed-term agreements only. TVSPs will therefore not be required to offer a written agreement to customers who have agreed to an indeterminate or month-to-month agreement. For fixed-term agreements, a TVSP will be required to offer a customer a permanent copy of the written agreement and related documents at the time that the agreement is made and at any time during the commitment period when a customer requests it. The title of the section and wording used in the section is amended accordingly.

51. Although Section VII applies to fixed-term agreements only, sections IV – Plain language agreements, V – Language of written agreement, VI – Prices in the written agreement and IX – Critical Information Summary apply to both fixed-term and indeterminate agreements should the TVSP opt to provide written agreements to its indeterminate customers.

When TVSPs must provide a critical information summary

52. Some parties questioned the need for a CIS. The CIS is a clear and concise document outlining the most fundamental elements of an agreement. While providing customers with clear and concise agreements can help ensure that TVSP customers have the information required to make informed choices about their television services, a CIS provides customers with an additional tool to help them understand their agreement and minimize confusion. Accordingly, the Commission is requiring TVSPs to offer their customers a CIS when it offers a permanent copy of the written agreement, whether it be a fixed-term or an indeterminate agreement. This requirement will help to increase customers' understanding of their agreements as the CIS will clearly display key elements of their agreements.

53. In light of the comments made by the CCTS regarding the CIS, the Commission is adding wording to specify that the CIS is independent of the agreement (whether it is supplied as a separate document or as the first pages of the agreement) and that the information provided in the CIS does not replace or fulfil any requirements to provide this information within the actual agreement.

Information to be included in agreements and critical information summaries

54. Some TVSPs argued that listing channel information and pricing in the agreement or CIS would be of limited value. The Commission considers that for customers to make informed choices about programming, they must know which programming options they have subscribed to, and at what cost (both per package/channel and monthly). The Commission is therefore keeping the requirement to include channel information in both the written agreement and the CIS.

55. Furthermore, the Commission considers that for consumers to make informed choices about their services, they must be aware of both the promotional price for their services as well as the ongoing price. TVSPs will be required to display the promotional price, as well as the date on which that price will expire, and the new price for services in the written agreement to ensure that a customer's bill does not appear to increase unexpectedly.

Format of the permanent copy of the agreement

56. In the Wireless Code policy, the Commission stated:

> Many consumers maintain electronic records and conduct much of their business online. For these consumers, an electronic copy of the written contract and related documents may be more convenient, as long as the copy still acts as a permanent record and does not rely on links to websites that can be changed by the [wireless service provider]. The Commission considers that a permanent copy can be a paper copy or an electronic copy, as long as the electronic copy cannot be altered and can be easily read by the customer.

57. Similarly, for agreements between TVSPs and customers, the Commission considers that it would not be appropriate to mandate that the permanent copy of the agreement be in paper format. Instead, the Commission is leaving it to each TVSP to decide whether the default format of the permanent copy of the agreement is paper or electronic.

58. However, given that not all Canadians are able to access an electronic version of their agreement, paper copies must still be available to customers with fixed-term agreements at any time during the commitment period, free of charge.

59. The Commission is therefore deleting paragraph VII. 2 as it appeared in the Working Document. It is also amending the definition of "permanent copy" found in the Code's glossary to specify that it should be free of hyperlinks that can be changed by the TVSP as to allow customers to maintain a permanent record.

60. Further, the Commission is specifying that a customer can request a permanent copy at any time "during the commitment period." TVSPs should not be required to keep copies of written agreements indefinitely; requiring them to do so would not provide customers with much additional benefit once services have been terminated.

Additionally, customers would have ample opportunity to request a copy prior to terminating their services.

61. Finally, with respect to requests for a copy of the agreement in an alternative format for people with disabilities, the Commission is amending the provision with “at any time during the commitment period” to be consistent with the above change and with the Wireless Code.

Trial period for persons with disabilities

62. Some interveners referred to the need for a “cooling off” or trial period to give customers, particularly people with disabilities, the opportunity to determine if a TVSP’s services suit their needs and, if not, to allow customers to cancel their service without having to pay an early cancellation fee. In Broadcasting Notice of Consultation 2015-105-2, the Commission requested further information from parties regarding the possible addition of a trial period provision to the TVSP Code.

Positions of parties

63. A number of interveners, including TVSPs, consumer groups and individuals, supported the addition of a trial period for people with disabilities. They agreed that customers need time to assess the accessibility and usability of the TVSP’s equipment and services.

64. Videotron and Eastlink opposed a mandatory trial period for people with disabilities. Videotron argued that it already offers such a trial period. Eastlink opposed it because of the potential costs to TVSPs in relation to accessibility, the lack of any evidentiary basis, and the already substantial requirements on TVSPs in relation to accessibility.

65. NPF-PIAC submitted that the Commission should highlight the need for customer sales representatives to be adequately trained on rights available to customers with disabilities, including the trial period.

66. With respect to the length of the trial period, NPF-PIAC submitted that customers should be given a longer timeframe to return equipment than the 30-day trial period and suggested 90 days. MAC submitted that equipment is only one reason persons with disabilities would need a trial period; there is also the issue of accessible content, which may take time for the customer to navigate. The customer has to determine if the amount of accessible content is worth the cost of the service. MAC suggested that 45 days would be a more appropriate amount of time for a trial period. MAC also submitted a list of possible conditions under which cancellation should be accepted without early cancellation or installation fees.

67. TELUS asked the Commission to include in the provision that any incentive or “gift with purchase” tied to the new subscription be returned as well. Bell suggested that wording be added so that the original packaging is returned.

68. Shaw was concerned that some customers may inappropriately use the trial period to regularly cancel and then subscribe again to the same TVSP. For this reason, Shaw suggested that the trial period only apply to new customers (which it defined as a customer who has not subscribed to the TVSP within the last year). Shaw also asked that the Commission include language stating that fees will apply for installation and unreturned or damaged equipment.

69. SaskTel argued that permitting people with disabilities a period to cancel their service agreement without penalty should not negate a customer's responsibility to pay for the TVSP services received. For its part, Rogers submitted that if a person with a disability determines that the television service does not meet their needs for any reason, he or she should be permitted to terminate the service during the trial period without penalty.

70. NPF-PIAC, MAC, AEBC-CNIB and Union des consommateurs supported a trial period for all customers because it gives the customer time to review the terms and conditions of the service agreement.

71. Several TVSPs argued that there is no underlying rationale to support a trial period for all customers and no evidence that such a provision is needed. They also argued that the rationale for the trial period provision in the Wireless Code (e.g. the need to assess wireless coverage in their area) is not applicable to television services.

72. Bell added that for TVSP agreements concluded at a distance or online, which form the vast majority, some provincial consumer protection laws already provide a minimum seven-day period to enable the customer to review the terms and conditions of their agreement and ensure the documentation reflects what the customer believes was agreed to, including the quality of the service, without financial penalty for cancellation.

Commission's analysis and decisions

73. Section 3(1)(*p*) of the Act states that "programming accessible by disabled persons should be provided within the Canadian broadcasting system as resources become available for the purpose."

74. In the Wireless Code policy, the Commission determined that an extended trial period is necessary to help people with disabilities find suitable wireless service plans and products. The Commission acknowledged that people with disabilities may require additional time to familiarize themselves with and integrate a new mobile device into existing and/or possibly new assistive technology and software.

75. As set out in the Wireless Code, wireless service providers must provide a 15-calendar day (minimum) trial period during which customers can cancel their contract without penalty if certain conditions have been met. The Commission considered that consumers may not discover certain constraints on their services until after they have started to receive service.

76. With respect to the services provided by TVSPs, the Commission considers that barriers around accessibility have to be addressed and is therefore including a provision in the TVSP Code requiring TVSPs to offer a trial period of 30 days to any customer who self-identifies as a person with a disability or who indicates that a member of the household to which the service is to be provided has a disability. The Commission considers that 30 days is an appropriate length.

77. A few parties suggested that the Code should specify the conditions under which a customer with a disability should be allowed to cancel their service during the trial period. In this respect, there are a number of reasons why a customer with a disability may find that a television service or the equipment is not accessible or not usable. Accessibility needs are often unique and vary according to the type of disability. Therefore, a person with a disability must be able to cancel their TVSP agreement within the trial period if they determine that the television service or the equipment does not meet their needs for any reason.

78. With respect to usage fees, people with disabilities who cancel their service within the allowed trial period will not be responsible for paying usage fees for the television service during the trial period. It would be unfair to require payment for a service that is either inaccessible or unusable to them.

79. The Commission is also adding the wording suggested by TELUS and Bell regarding gifts with purchase and original packaging. “Gift with purchase” is defined in the Code’s glossary.

80. Regarding NPF-PIAC’s suggestion on training for customer sales representatives on the rights available to customers with disabilities, the Commission considers that the Accessibility Policy (Broadcasting and Telecom Regulatory Policy 2009-430) adequately deals with this issue.

81. Lastly, with respect to a trial period for all customers, while the Wireless Code includes such a trial period, given that there are typically no issues with coverage, service reliability or service constraints for the services provided by TVSPs, a trial period for all customers does not need to be included in the Code. Offering a trial period as a customer incentive will be left to the TVSPs’ discretion.

Notifications required of TVSPs

82. In the Working Document, the Commission proposed requiring TVSPs to give customers at least 45 calendar days’ notice in the event of changes to programming options, including to:

- the price of individual channels or packages of channels;
- a channel’s nature of service;
- the packaging of channels; and

- the price of equipment.

83. Interveners also suggested other instances when TVSPs should or should not notify customers:

    - if the change benefits the customer;

    - if a change in programming options as requested by a customer will mean he or she cannot go back to the original set of channels or the original package at the same rate(s); and

    - before a fixed-term agreement expires.

Positions of parties

Notifying customers of changes to programming options

84. With respect to how far ahead TVSPs should notify customers of changes to programming options, most individuals who commented on this issue argued that the notice should be longer than the 45 calendar days proposed in the Working Document.

85. There was overall consensus among TVSPs and Corus that, to align the TVSP Code with the Wireless Code and with various provincial consumer protection legislations, TVSPs should be required to give a customer at least 30 calendar days' notice in the event of changes.

86. SaskTel submitted that 30 days' notice would allow customers to act if they no longer wish to subscribe to the changing service. It argued that the 30 days would also allow customers to expect the change on the next billing statement and would enable TVSPs to be responsive to changes in the business. According to Rogers, customers prefer to be notified closer to the effective date. CNOC warned that a period longer than 30 days could be detrimental to customers as they may forget about the notice.

87. NPF-PIAC submitted that for any changes to programming options related to the packaging of channels, TVSPs should give customers 60 days' notice to allow more time (two billing cycles) to consider the changes and their options. No other changes should be allowed where customers have a fixed-term contract. In the case of indeterminate agreements, NPF-PIAC submitted that TVSPs should provide 60 days' notice for any changes.

88. With respect to what changes require a notification, TVSPs and CNOC were in favour of eliminating the requirement to notify customers when a channel changes its nature of service. Most said that it would be challenging for TVSPs to track changes to the nature of service and that the responsibility should lie with the broadcaster. Some suggested that notification by the broadcaster could be done, for example, via a viewer advisory message or a crawl. CNOC argued that TVSPs have no control over such changes and usually receive little advance notice. They should therefore only be

expected to forward a notice to consumers after the channel itself has given notice of a change to the TVSP.

89. Shaw argued that this requirement is inconsistent with the elimination of genre protection announced in Broadcasting Regulatory Policy 2015-86. It submitted that small changes to programming formats and the nature of service can occur on an ongoing basis and are beyond the control or influence of a TVSP. According to Shaw, in the absence of regulatory oversight over the nature of service, any provision to alert TVSP customers of a change to the nature of service would be impossible to comply with and to enforce.

Exceptions to the requirement to provide advance notice

90. Shaw and Rogers argued that TVSPs should retain flexibility to make changes (e.g. new service for no additional fee) without advance notice to satisfy and retain its customer base. NPF-PIAC stated that it would not oppose an exception for decreases in rates for services included in the agreement (similar to the exception provided in the Wireless Code).

Informing customers that they cannot return to a previous plan or package

91. MAC suggested that TVSPs should be required to tell their customers whether their existing plan still exists before changing plans. If not, TVSPs must make it clear that they cannot go back to their previous plan if they don’t like their new one.

Notifying customers in advance of their agreements expiring

92. Individuals expressed frustrations over promotions expiring without warning and resulting in monthly bills increasing unexpectedly.

93. In its intervention, NPF-PIAC submitted that customers should be provided with 90 days’ notice prior to the end of a commitment period for a fixed-term agreement. This notice should include any changes to the customer’s agreement, such as rate increases or programming option changes, should the customer decide to renew the contract. It further submitted that fixed-term agreements should not automatically renew for another full commitment period, rather, the service should continue on a month-to-month basis without interruption, subject to any changes specified by the TVSP in the notice.

94. Eastlink and Rogers submitted that it is standard practice to continue to provide the service to customers on a month-to-month basis to avoid the customer having a break in service. Eastlink added that at the end of a fixed-term agreement, in-market rates apply and customers are made aware of this on their next monthly bill.

95. The CCTS submitted that the section on agreements should be clear with regards to specifically which terms it requires TVSPs to disclose when automatically renewing an agreement.

Commission’s analysis and decisions

Notifying customers of changes to programming options

96. Requiring notification too far in advance (i.e., beyond the proposed 45 days) may not be any more beneficial to consumers than a shorter timeframe. Further, it may only delay necessary changes to services and equipment for TVSPs.

97. One of the main arguments put forward by TVSPs and Corus for reducing the notification period to 30 calendar days is that it aligns with the Wireless Code and with various provincial consumer protection legislations.

98. The Wireless Code requires wireless service providers to notify their customers of changes to certain terms and conditions of the contract and related documents and to privacy policies at least 30 calendar days in advance.

99. Further, as an example, Quebec’s *Consumer Protection Act* stipulates that a merchant must send a written notice setting out the new or amended clause to the consumer at least 30 days before the amendment comes into force.

100. A 30-day notification period would enable and encourage customers to react promptly. For this reason and to be consistent with the Wireless Code and with other provincial consumer protection legislations, the Commission is opting for a 30-day notification: TVSPs will be required to notify customers 30 calendar days in advance of changes to their programming options.

101. With respect to whether customers should be notified when a channel changes its nature of service, in Broadcasting Regulatory Policy 2015-86, the Commission stated that it will no longer enforce conditions of licence relating to nature of service and that most programming services (with some exceptions) can apply to delete conditions of licence relating to their nature of service. In light of this, the Commission is removing the requirement that TVSPs notify a customer when a channel changes its nature of service.

Exceptions to the requirement to provide advance notice

102. In the Wireless Code policy, the Commission stated that determining whether a contract change benefits the customer, or does not add to the customer’s obligations or take away from the wireless service provider’s obligations was highly subjective and could vary from one consumer to another. A provision of the Wireless Code allows unilateral changes in certain well-defined and limited circumstances.

103. To ensure clarity and consistency, to prevent any interpretation issues, and since it would only apply where there is a clear benefit to the customer, the Commission is including a similar provision in Section XI of the TVSP Code. This provision applies to specific circumstances: where there is a reduction in a service rate or where there is no fee for an additional service. This will also ease the administrative burden on TVSPs.

Informing customers that they cannot return to a previous plan or package

104. Customers should be able to know when a change they requested to their plan or package means that they will not be able to return to their previous plan or package at the same rate, particularly in cases of grandfathering arrangements. The Commission is therefore adding a provision to Section X of the Code requiring TVSPs to inform customers when this is the case.

Notifying customers in advance of their agreements expiring

105. A large number of TVSP-related complaints received by the Commission are due to billing issues and agreements. For customers with fixed-term service agreements, a notification on a customer's monthly bill would typically give customers less than one month to review their contract terms and do any comparison shopping with other TVSPs. This does not provide customers with sufficient time to review the new charges and decide whether they would like to continue with their current provider or switch TVSPs.

106. The Commission is therefore adding a provision to Section VII requiring TVSPs to provide advance notice of the expiry of a customer's service agreement. While suggestions for advance notice varied among parties from 30 days to six months, the Commission considers that 90 days provides customers with enough time to re-evaluate the terms of their agreement and determine if they wish to continue with their current TVSP. This is also consistent with the provision found in the Wireless Code.

Service calls

107. In the Working Document, the Commission proposed two options in the section on service calls:

- Option A: A TVSP must provide a customer with a timeframe that does not exceed 4 hours for when a service call to a residence will begin.

- Option B: A TVSP must provide a customer with a timeframe for when a service call to a residence will begin.

108. The Working Document also included requirements that TVSPs disclose the following information before a service call to a residence occurs:

- the potential charges associated with the service call, including any minimum charge, if applicable;

- how both the TVSP and the customer may cancel or reschedule the appointment, including any associated charges; and

- how a customer can make a complaint about unsatisfactory service calls, including late or missed appointments.

Positions of parties

109. Individual Canadians and consumer groups expressed widespread support for the option limiting the timeframe to 4 hours. Some individuals suggested smaller windows ranging from 30 minutes to 3 hours. The Forum for Research and Policy in Communications suggested that there should be a financial remedy if a TVSP fails to make the service call in the specified timeframe.

110. Some individuals argued that there should also be a requirement for TVSPs to send a technician within a specific timeframe from the moment a customer makes a request for a service call. The suggested timeframe varied from within 2 days of the call to 5 days.

111. Most TVSPs argued that the Service calls section is unnecessary, since it is in every TVSP's best interest to offer good customer service, as service quality is an important competitive differentiation factor.

112. TekSavvy and CNOC both argued that the Service calls section should not apply to small independent TVSPs who are often not affiliated with network access providers and are therefore not the providers of service calls. TekSavvy submitted that the Commission should undertake a separate consultation on the best manner in which to require wholesale network access providers to meet the standards established by the TVSP Code.

113. While most TVSPs argued that the entire section was unnecessary, they expressed a strong preference for option B if the Commission were to adopt such a section. They argued that specific time windows should not be stipulated, as too many factors may impact home services, such as rural vs. urban region, traffic and weather. TVSPs further argued that they have a keen knowledge of the markets they serve and are better equipped to assess the appropriate timeframe for a service call.

114. The CCTS submitted that the Commission should clarify the terms "potential charge" and "minimum charge" in relation to service calls.

115. SaskTel argued that asking TVSPs to provide information about potential charges, rescheduling and complaints is unnecessary, as these elements are already required to be provided as part of other sections of the Code.

116. Similarly, most TVSPs opposed the requirement that they must provide information about how to make a complaint about unsatisfactory service calls before the appointment even occurs, arguing that it may have a negative impact on consumers' perception and expectations.

Commission's analysis and decisions

117. Problems related to visits to residences for installation and repairs are a source of complaints for Canadians. While there is a lack of data with respect to TVSPs, complaints about installation, repair and maintenance represented 21.8% of the

telecom complaints handled by the CCTS in 2013-2014. This is relevant given that service providers are likely to send one technician to install or repair both an Internet and television service for customers who subscribe to a bundle of telecommunication and broadcasting services.

118. The Commission is cognizant that waiting for a prolonged period of time for a service call constitutes a source of frustration for consumers. However, a number of factors can influence the execution of service calls: geographical specificities of a market, traffic, nature of the work to be executed, number of technicians available in the area, etc.

119. A blanket timeframe applicable to all TVSPs across Canada would not be realistic. The Commission is therefore adopting option B. TVSPs will be required to provide a timeframe to customers for service calls, but the Code does not specify how long that timeframe should be.

120. Some interveners argued that the Code should also require TVSPs to execute the service calls within a specific timeframe of the customer request, such as 2 to 5 days. The ability to execute a service call within a specific number of days of the request may vary from one TVSP to another, depending on the region, the time of the year, the availability of technicians, etc. Accordingly, the Commission is not imposing a specific timeframe.

121. In its intervention, the CCTS requested that the Commission clarify the meaning of the terms “potential charges” and “minimum charge.” To clarify, TVSPs are not required to inform the customer in advance of the exact charges associated with a service call, but rather the potential charges that could be applied in relation to a service call. While not an exhaustive list, the Commission considers that examples of potential charges that may be applicable in the event of a service call could include: the standard minimum fee for visits to a residence (including administration charges), repair fees and equipment replacement fees.

122. While TVSPs will have to provide information about all additional costs in written agreements and in the accompanying CIS, not all customers will necessarily have a written agreement to consult. This is especially true of customers with indeterminate agreements and of new customers who may not have received a permanent copy of their agreement prior to installation. The Commission is therefore retaining the requirement that TVSPs specify the potential charges associated with the service call, including any minimum charge, if applicable.

123. Most TVSPs were opposed to the requirement that TVSPs explain to a customer how to make a complaint about unsatisfactory service calls before any service call to a residence. The Commission acknowledges that requiring TVSPs to identify the procedures to complain about an unsatisfactory service call before the service call could be seen as unduly negative. The Commission is therefore removing this requirement from the Code.

124. As was expressed by some TVSPs in their interventions, it is in every TVSP’s best interest to offer good customer service. Service quality is an important competitive differentiation factor. Since this was a key area of frustration for individual consumers, the Commission intends to monitor this issue to determine if TVSPs are making efforts to improve the promptness and timeliness of service calls.

Service outages

125. In the Working Document, the Commission proposed requiring that TVSPs explain their policy for service outages and how rebates will be applied in the agreement or related documents.

Positions of parties

126. The majority of parties who intervened on this matter agreed that it would be appropriate to require a TVSP to explain to a customer its policy for service outages and how rebates will be applied.

127. Shaw and Rogers opposed the inclusion of this provision to be consistent with the Wireless Code, which does not include any provisions related to service outages. They argued that some disruptions are unavoidable (e.g., human error, network maintenance), and that “goodwill” rebates should be addressed on a case-by-case basis by the customer service representative.

128. MAC suggested that an explanation of how rebates will be applied should be included in the CIS and that service outage policies must be explained in the agreement or related documents as proposed in the Working Document. MAC also submitted that the agreement or related documents should refer to a website address where up-to-date information on service outages is posted.

129. Some individuals expected not to be charged for the television service when the system is down. Similar to what was proposed by MAC, one individual argued that TVSPs should be required to post information about service outages on their website.

130. NPF-PIAC considered that the term “service outage” needs to be defined, noting that a service outage should not be limited to instances in which all channels have been interrupted. Service degradation, even if it does not affect all channels or does not result in complete interruption, should trigger compensation. MAC suggested that the Code should recognize that a service outage is when a TVSP could have provided a service that they did not, while charging a subscriber for this service.

131. The CCTS also called for more clarity on what constitutes a service outage as well as on the term “rebate” to avoid confusion with the terms “promotion” or “discount.” It noted that the Code does not specify what topics should be covered in the policy (timing for rebates, credits or refunds, applicability to partial outages, etc.).

132. Union des consommateurs noted that the period of interruption should never be compensated by the TVSP for an amount that is less than the pro rata of the duration of the service interruption, and that compensation ceilings should be prohibited.

Commission's analysis and decisions

133. The intent of the provision is to ensure that information on a TVSP's policy for service outages and rebates is provided to customers so that they are able to make informed choices about the services they receive. This is consistent with the Commission's objective of empowering Canadians.

134. The Commission acknowledges that service outages are often unavoidable. Provided TVSPs clearly state their policy for service outages in the written agreement or related documents, the Commission considers it appropriate to allow TVSPs to determine if and how rebates will be applied.

135. The Commission encourages TVSPs to post information regarding service outages on their website as an effective and cost-efficient way of informing customers of any service outages in their area.

Implementation

136. In the Notice, the Commission stated that it intends to implement the Code in a timely manner to maximize the benefits of the Code to Canadians. It also stated that it intends to require all licensed TVSPs and related exempt undertakings to adhere to the TVSP Code.

Positions of parties

137. Most TVSPs submitted that they will need time to make several adjustments to their processes and systems to implement the Code, such as changes to their billing systems, agreements and related documents as well as to the training for front-line staff.

138. They argued that implementation should occur after the implementation of other significant Let's Talk TV policy determinations. Shaw, Rogers and Videotron suggested that the Code be implemented in June 2017, six months after the implementation of the final Let's Talk TV policy determinations, while other TVSPs suggested one year after (December 2017).

139. NPF-PIAC argued that TVSPs should have no longer than six months after publication of this regulatory policy to implement the Code.

Commission's analysis and decisions

140. The Commission considers, on balance, that an effective date of 1 September 2017 for the implementation of the Code to be reasonable. In setting the date, the Commission considered the timeline for the implementation of other Let's Talk TV

policy determinations as well as its experience with the implementation of the Wireless Code. This date will provide TVSPs with sufficient time to adjust their systems and processes.

141. Given the amount of time TVSPs have to make the changes required to be compliant with the Code, the Commission strongly encourages all TVSPs to meet the standards set out in the Code as soon as possible.

142. The Commission considered a number of ways to implement the Code and finds that an implementation by way of amendments to the TVSPs' conditions of licence to be the most appropriate method. TVSPs will therefore be required to abide by the Code by way of conditions of licence to be imposed at their next licence renewal.

143. The Commission will require all licensed TVSPs and their related exempt TVSPs to adhere to the Code. While related exempt TVSPs may serve smaller or remote locations, their affiliation with licensed TVSPs generally means that they have more resources, such as centralized customer service centres and billing systems, than independent exempt TVSPs. Requiring related exempt TVSPs to adhere to the Code will ensure that all customers of a TVSP will be covered by the Code, no matter where they live and how their service is regulated.

144. The Commission did consider incorporating the Code by reference into the *Broadcasting Distribution Regulations.* This method would have allowed the Commission to apply the Code to all TVSPs at the same time in an efficient manner. However, in light of recent amendments to the *Statutory Instruments Act* which define the scope of authority to incorporate documents by reference, this approach would likely have resulted in significant implementation issues.

145. For those TVSPs with licences that are expiring after 2017, where possible, in assessing applications for other licence amendments, the Commission may take into consideration whether the licensee has the conditions of licence requiring adherence to the Code or has applied for their inclusion. The Commission may also use its powers granted by section 9(1)(*c*) of the Act to impose, on its own motion, new conditions of licence five years after the issuance or renewal of a licence, even if the term is not expired.

146. The Commission will also amend the *Exemption order for terrestrial broadcasting distribution undertakings serving fewer than 20,000 subscribers* to impose the TVSP Code on any exempt TVSP related to a licensed TVSP.

147. In order to be consistent with the definition of customer in the *Broadcasting Distribution Regulations*, the Code will apply to residential customers but not business customers.

148. The Code will apply in full for new service agreements starting 1 September 2017. New service agreements refers to both new service agreements and renewed agreements for existing customers, including indeterminate agreements that automatically renew each month.

149. It is incumbent on the TVSPs to retain any evidence or information necessary to defend an allegation of breach of the TVSP Code.

150. The Commission intends to review the Code five years after the date of implementation.

Secretary General

Related documents

- *Exemption order for terrestrial broadcasting distribution undertakings serving fewer than 20,000 subscribers*, Broadcasting Order CRTC 2015-544, 9 December 2015
- *Request for further information – Call for comments on a Television Service Provider Code of Conduct working document,* Broadcasting Notice of Consultation CRTC 2015-105-2, 24 July 2015
- *Review of the structure and mandate of the Commissioner for Complaints for Telecommunications Services Inc.*, Broadcasting and Telecom Notice of Consultation CRTC 2015-239, 4 June 2015
- *Call for comments on a Television Service Provider Code of Conduct working document,* Broadcasting Notice of Consultation CRTC 2015-105, 26 March 2015
- *Let's Talk TV: Navigating the road ahead – Making informed choices about television providers and improving accessibility to television programming*, Broadcasting Regulatory Policy CRTC 2015-104, 26 March 2015
- *Let's Talk TV: The way forward – Creating compelling and diverse Canadian programming*, Broadcasting Regulatory Policy CRTC 2015-86, 12 March 2015
- *Let's Talk TV*, Broadcasting Notice of Consultation CRTC 2014-190, 24 April 2014
- *The Wireless Code*, Telecom Regulatory Policy CRTC 2013-271, 3 June 2013
- *Accessibility of telecommunications and broadcasting services*, Broadcasting and Telecom Regulatory Policy CRTC 2009-430, 21 July 2009

Appendix to Broadcasting Regulatory Policy CRTC 2016-1

Television Service Provider Code

Terms in ***bold italics*** are defined in the Glossary section at the end of the Code.

Clarity – General

I. Communicate in plain language in either French or English

1. A ***television service provider*** (TVSP) must communicate with a ***consumer*** using ***plain language***.
2. A TVSP must advise a consumer if it is unable to serve that consumer in both French and English.

Promotion

II. Clarity of offers

1. A TVSP must ensure that any offers made to consumers are clearly explained in all communications with consumers, including during telephone calls and in its promotional material.
2. The explanation of an offer must clearly state the following:
    a. the duration of the offer;
    b. in the case of an offer that includes a time-limited discount or other incentive, the price of the service at the end of the time-limited discount or incentive;
    c. any associated obligations on a consumer in relation to accepting the offer, including the minimum ***commitment period*** during which an ***early cancellation fee*** can be applied.

III. Promotion of packaging options

1. A TVSP must ensure that consumers are aware of the availability, price and content of its ***entry-level service offering***.

Agreements and related documents

IV. Plain language agreements

1. A TVSP must ensure that any ***written agreements*** and ***related documents*** are written in a way that is clear and easy for a ***customer*** to read and understand.

V. Language of written agreement

1. A TVSP must advise a customer if it is unable to provide a written agreement and related documents in either English or French, as chosen by that customer.

VI. Prices in the written agreement

1. A TVSP must ensure that the prices set out in a written agreement are clear and must indicate whether these prices include taxes or other charges. This includes the prices of any packages and individual channels to which a customer subscribes.

2. A TVSP must ensure that any additional charges are clearly itemized, detailed and explained in a written agreement to provide the service. Such charges may include, but are not limited to, ***equipment*** rental fees, installation fees, and access fees.

VII. *Fixed-term agreements*

1. A TVSP must offer a customer a ***permanent copy*** of the written agreement and related documents at the time that the ***agreement*** is made. Should a customer accept the TVSP's offer to receive a permanent copy of the agreement and related documents at that time, the documents must be provided to the customer at no charge within the following timeframes:

    a. If the agreement is made in person, the TVSP must give the written agreement and related documents to a customer immediately after that customer agrees to it.

    b. If the agreement is not made in person (i.e. if it is agreed to over the phone, online, or otherwise at a distance), the TVSP must send the written agreement and related documents to a customer within 15 calendar days of that customer accepting the agreement. If a TVSP fails to do this, or if the terms and conditions of the permanent copy of the agreement conflict with the terms and conditions that a customer agreed to, that customer may, within 30 calendar days of receiving the permanent copy of the agreement, cancel the agreement without paying an early cancellation fee or any other penalty.

2. The TVSP must also provide a customer with a permanent copy of the agreement in the format of the customer's choosing (electronic or paper) upon request at no charge, at any time during the commitment period.

3. A TVSP must provide a customer with a copy of the agreement in an alternative format for people with disabilities upon request, at no charge, at any time during the commitment period.

4. Written agreements must set out all of the information listed below in a clear manner:

    a. a list of the individual channels or packages of channels selected by a customer at the time the agreement is made;

    b. rates for individual channels or packages of channels selected by a customer at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;

    c. the monthly charge for providing the service at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;

    d. all additional costs, including but not limited to, installation fees, itemized separately;

    e. the monthly charge for any equipment included in the agreement;

    f. the ***commitment period***, including the start and end date of the agreement;

    g. the terms under which the agreement will be renewed, including whether the agreement renews automatically, and if so, starting on what date and for how long;

    h. if applicable,

        i. the total early cancellation fee;

        ii. the formula for calculating the early cancellation fee during the commitment period;

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

    i. if equipment is provided or rented as part of the agreement,

        i. the retail price of the equipment if it is available for purchase (outright or through a rent-to-own option);

        ii. the amount a customer has paid or will pay for the equipment during the commitment period or on a going-forward basis;

iii. a description of the different options under which the equipment can be acquired by a customer (including rental and rent-to-own options) and;

iv. a description of where a customer can find information about any fees associated with an equipment upgrade.

j. an explanation of all related documents, such as ***privacy policies***;

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

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

m. where a customer can find information about:

i. rates for individual channels and packages of channels;

ii. how to remove or add individual channels or packages of channels and what, if any, charges would apply;

iii. the equipment manufacturer's warranty, if applicable;

iv. tools to help customers manage their bills;

v. how to contact the TVSP's customer service department;

vi. how to make a complaint about services and the different options available for recourse, including how to escalate complaints within the TVSP and how to make a complaint to the Commissioner for Complaints for Telecommunications Services (CCTS); and

vii. the Television Service Provider Code.

5. If the commitment period is set to renew upon expiry, a TVSP must notify the customer 90 calendar days before the end of the initial commitment period of any applicable changes to the agreement that will take effect upon its renewal.

Trial Period

VIII. Trial period for persons with disabilities

1. When a customer who self-identifies as a person with a disability or who indicates that a member of the household to which the service is to be provided has a

disability accepts an agreement, the TVSP must offer the customer a trial period lasting a minimum of 30 calendar days to enable the customer to determine whether the service and equipment meet their needs.

2. The trial period must start on the date on which service begins.

3. During the trial period, customers may cancel their agreement without penalty, installation fees or early cancellation fees if they have returned any ***gift with purchase*** and equipment provided by the TVSP in near-new condition, including the original packaging, if applicable.

Critical Information Summary

IX. Critical Information Summary

1. A TVSP must offer a Critical Information Summary to a customer when it offers a permanent copy of the agreement for services. This document summarizes the most important elements of the agreement for a customer.

2. The Critical Information Summary is a document that is independent from the written agreement, whether it is provided as an entirely separate document or as the first pages of the written agreement. Information provided in the Critical Information Summary does not replace or fulfil any requirements to provide the same or similar information within the actual written agreement.

3. A TVSP must ensure that the Critical Information Summary contains all of the following:

    a. a list of the individual channels or packages of channels selected by a customer at the time the agreement is made;

    b. rates for individual channels or packages of channels selected by a customer at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;

    c. the monthly charge for television services at the time the agreement was made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;

    d. all additional costs, including but not limited to, installation fees, itemized separately;

    e. the monthly charge for any equipment included in the agreement;

    f. the commitment period, including the start and end date of the agreement and the terms under which the agreement could be renewed; and

g. how to make a complaint about services, and the different options available for recourse, including how to escalate a complaint within the TVSP and how to make a complaint to the CCTS.

4. A TVSP must ensure that the Critical Information Summary:

    a. accurately reflects the content of the agreement;

    b. is either provided as a separate document from any written agreement or included prominently on the first pages of any written agreement;

    c. is clear and concise, uses plain language, and is in an easily readable font; and

    d. can be provided in an alternative format for people with disabilities upon request, at no charge.

Changes to programming options

X. Changing programming options

1. A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels. A TVSP may, however, offer an individual discretionary channel or a package of discretionary channels that cannot be changed for a specific time period if a customer is clearly informed and accepts the terms and conditions set out in a written agreement.

2. When a TVSP receives a request from a customer to change individual or discretionary channels, the TVSP must:

    a. inform the customer as to whether they will be able to return to their previous set of selected individual channels or their previous package, and whether the same rate(s) will apply; and

    b. offer to send the customer a written summary of the changes.

XI. Notice for changes to programming options

1. With respect to services subscribed to by a customer, a TVSP must give a customer at least 30 calendar days' notice in the event of changes to:

    a. the price of individual channels or packages of channels;

    b. the packaging of channels; and

    c. the price of equipment.

2. This notice must clearly explain any change and when it will take effect.

3. The notice must clearly explain the options should a customer no longer wish to subscribe to any of the TVSP's changed services.

4. A TVSP may make a change to a customer's programming options during the commitment period without the customer's express consent if it benefits the customer by either:

    a. reducing the rate for a service or package; or

    b. providing a service for no additional fee.

Service calls

XII. Service calls including visits to residences for installation and repairs

1. A TVSP must provide a customer with a timeframe for when a service call to a residence will begin.
2. Before any service call to a residence, a TVSP must specify the potential charges associated with the service call, including any minimum charge, if applicable.
3. Before any service call to a residence, a TVSP must explain to a customer how both the TVSP and the customer may cancel or reschedule the appointment, including any associated charges.

Service outages

XIII. Service outages

1. A TVSP must explain to a customer in any written agreement or related documents its policy for service outages and how rebates will be applied.

Disconnection

XIV. Disconnection

1. A TVSP must explain to a customer in any written agreement or related documents its policy for ***disconnection*** of service, including:

    a. the grounds for disconnection;

    b. when and how disconnection may occur;

    c. what notice will be provided before disconnection occurs;

    d. when a customer can and cannot be disconnected when disputing charges;

    e. when a customer's account may be referred to a collection agency for missed payment; and

    f. the cost to reconnect the service, if applicable.

Glossary

Agreement

A binding arrangement between a TVSP and a customer to provide television services.

Commitment period

The term or duration of an agreement. For fixed-term agreements, the commitment period is the entire duration of the agreement. For ***indeterminate agreements***, the commitment period is the current month or billing cycle.

Consumer

Any person in the market for a product or service.

Customer

A person who is liable for payment for programming services that are distributed by a TVSP. It does not include the owner or operator of a hotel, hospital, nursing home or other commercial or institutional premises.

Disconnection

The termination of services by a TVSP.

Early cancellation fee

A fee that may be applied when a customer's service is cancelled before the end of a commitment period.

Entry-level service offering

A package of programming services, also known as basic service, that a TVSP is required to distribute by the *Broadcasting Distribution Regulations*.

Equipment

A device or combination of devices necessary to receive a service provided by a TVSP, such as a set-top box, remote control or satellite dish.

Fixed-term agreements

Agreements that have a set duration beyond one month.

Gift with purchase

An item offered to the customers by the TVSP to motivate or encourage them to choose their service(s) (e.g. smart TVs, laptops, game consoles, prepaid credit cards, etc.).

Indeterminate agreements

Agreements that do not have a set duration. They typically automatically renew each month.

Permanent copy

An inalterable copy (e.g. a paper copy or PDF version) of the agreement that is free of hyperlinks that can be changed by TVSPs, as of the date of signing or the date of the latest amendment.

Plain language

Language that is clear and easy to understand.

Privacy policy

A policy that explains how a TVSP will handle a customer's personal information.

Related documents

Any documents referred to in the agreement that affect a customer's use of a TVSP's services, including its privacy policy.

Television service provider (TVSP)

An undertaking that provides subscription television services to Canadians. It typically redistributes programming from conventional over-the-air television and radio stations and distributes pay audio, pay television, pay-per-view (PPV), video-on-demand (VOD), and specialty services. TVSPs include cable, Internet Protocol television (IPTV) and national satellite direct-to-home (DTH) service providers.

Written agreement

A written instrument that expresses the content of the agreement.