

KNOW YOUR RIGHTS!

What the CRTC's Wireless Code means for you.



No Cancellation Fees After 2 Years

You can cancel your contract after 2 years with no cancellation fees – even if you have agreed to a longer term.

Limit on Data & Roaming Charges

Extra data charges and data roaming charges are capped to prevent bill shock.

The account holder, by default, is the only one who can consent to data overage and data roaming charges beyond the established limits, or authorize another user to do so.

Unlocked Cellphones

Mobile devices unlocked free of charge, upon request, and all newly purchased devices unlocked.

Trial Period

You can return your cellphone within 15 days, without penalty, if you are unhappy with your service. Use up to half of your allowed monthly usage during the trial period.

Persons with disabilities: You can return your cellphone within 30 days, without penalty, if you are unhappy with your service. Use up to 100% of your allowed monthly usage during the trial period.

Clear Language

Your contract and related documents must be provided to you in plain language.

For more information on the benefits of the Wireless Code, visit crtc.gc.ca/wirelesscode.



The Wireless Code and Your Rights as a Wireless Consumer

Preamble

1. Interpretation

- i. In interpreting the Code:
 - a. If any part of the Code or a **contract** for wireless services is ambiguous, or if it is unclear how the terms of the Code or the contract are to be applied, then the Code and the contract must be interpreted in a manner that is favourable to the **customer**;
 - b. A **service provider** may not require a customer to waive a right under the Code, contractually or otherwise, in order to receive the service provider's services; and
 - c. The Code and its provisions are to be interpreted purposively, by reference to their objectives. In order to understand the objectives of the Code and any specific provision of the Code, reference shall be made to [Telecom Regulatory Policy CRTC 2013-271](#) and [Telecom Regulatory Policy CRTC 2017-200](#).

A. Clarity

1. Plain language

- i. A service provider must communicate with customers in a way that is clear, timely, accurate, and uses plain language.
- ii. A service provider must ensure that its **written contracts** and **related documents**, such as **privacy policies** and **fair use policies**, are written and communicated in a way that is clear and easy for customers to read and understand.

2. Prices

- i. A service provider must ensure that the prices set out in the contract are clear and must indicate whether these prices include taxes.

3. Unlimited services

- i. A service provider must not charge a customer any **overage charge** for services purchased on an unlimited basis.
- 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.

B. Contracts and related documents

1. Postpaid service contracts

- i. A service provider must give the customer a **permanent copy** of the contract and related documents, in the format of the customer's choosing (electronic or paper), at no charge in the following circumstances:
 - a. If the contract is agreed to in person, the service provider must give the contract and a related document to the customer immediately after the customer agrees to the contract.
 - 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:
 - i. Where the customer chooses to receive a paper copy of the contract, send the contract and related documents to the customer within 15 calendar days of the customer agreeing to the contract.
 - ii. Where the customer chooses to receive the contract electronically, send the contract and related documents to the customer no later than one business day after the contract was entered into.
 - c. If a service provider fails to provide the contract within the required time frame, 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.
 - d. The service provider must also provide the customer with a permanent copy of the contract in the format of the customer's choosing (electronic or paper) upon request at no charge, at any time during the **commitment period**.
- ii. A service provider must provide a customer with a copy of the contract and related documents in an alternative format for persons with disabilities upon request, at no charge, at any time during the commitment period.
- iii. 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, such as voice, text and data services, that the customer agreed to upon entering into the contract and will receive for the duration of 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, or for **tab contracts**, where the early cancellation fee reduction is not a fixed dollar amount, either the minimum amount by which the early cancellation fee will reduce each month, or the percentage amount that will be used to determine the monthly early cancellation fee reduction;
 - iii. the date on which the customer will no longer be subject to the early cancellation fee. The date may be presented as an outside limit (i.e. no later than date X); and
 - iv. for tab contracts where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how the fee is calculated;
- 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; and
 - ii. the amount the customer paid for the device.

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;
 - 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.

2. Prepaid service contracts

- 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
 - 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
 - a. where applicable
 - i. the total early cancellation fee;
 - ii. the amount by which the early cancellation fee will decrease each month, or for tab contracts, where the early cancellation fee reduction is not a fixed dollar amount, either the minimum amount by which the early cancellation fee will reduce each month, or the percentage amount that will be used to determine the monthly early cancellation fee reduction;
 - iii. the date on which the customer will no longer be subject to the early cancellation fee. The date may be presented as an outside limit (i.e. no later than date X); and
 - iv. for tab contracts where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how the fee is calculated;
 - 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; and
 - d. 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 and related documents in an alternative format for persons with disabilities upon request, at no charge, at any time during the commitment period.

C. Critical Information Summary

1. General

- 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. The Critical Information Summary may be provided as a separate document from the written contract or prominently as the first pages of the written contract. In either case, the information provided in the Critical Information Summary does not replace or fulfill any requirements to provide the same or similar information within the actual written contract.
- iii. A service provider must ensure that the Critical Information Summary contains all of the following:
 - a. a complete description of all key contract terms and conditions (see provisions B.1(iii)a-e listed above);
 - b. the total monthly charge, including rates for optional services selected by the customer at the time the contract is agreed to;
 - c. information on all one-time charges and additional fees;
 - d. information about the trial period, including:
 - i. descriptions of usage limits, duration and conditions for the standard trial period and
 - ii. descriptions of usage limits, duration and conditions for the extended trial period for customers who self-identify as having a disability;
 - e. a description of any limits imposed on services purchased on an unlimited basis;
 - f. 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; and
 - g. for tab contracts, where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how this fee is calculated.
- iv. A service provider must ensure that the Critical Information Summary
 - a. accurately reflects the content of the contract; and
 - b. is clear and concise (does not exceed two pages), uses plain language, and is in an easily readable font.
- v. A service provider must provide a customer with a copy of the Critical Information Summary in an alternative format for persons with disabilities upon request, at no charge, at any time during the commitment period.

D. Changes to contracts and related documents

1. Changes to key contract terms and conditions

- i. A service provider must not change the key contract terms and conditions of a postpaid wireless contract during the commitment period without the **account holder's** or **authorized user's** informed and express consent.
- ii. When a service provider notifies a customer that it intends to change a key contract term or condition during the commitment period, the account holder or authorized user may refuse the change.
- iii. As an exception, a service provider may only change a key contract term or condition during the commitment period without the account holder's or authorized user's express consent if it clearly benefits the customer by either

- a. reducing the rate for a single service; or
- b. increasing the customer's usage allowance for a single service.

2. Changes to other contract terms and conditions or related documents

- 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 account holder with at least 30 calendar days' notice before making such changes.
- ii. This notice must explain the change and when it will take effect.

E. Bill management

1. International roaming notification

- i. When a device is roaming in another country, a A service provider must notify the account holder, and the **device user**, at no charge. The notification must clearly explain the associated rates for voice, text messaging, and data services.
- ii. The account holder or device user may opt out of receiving these notifications at any time.

2. Cap on data roaming charges

- i. A service provider must suspend national and international data roaming charges once they reach \$100 within a single monthly billing cycle, unless the account holder or authorized user expressly consents to pay additional charges.
- ii. A service provider must provide this cap at no charge.
- iii. In all instances, this cap applies on a per-account basis, regardless of the number of devices associated with the account.
- iv. Any amount that the customer pays in data roaming fees, whether via a **roaming add-on** (before use) or via overage fees (after use), counts toward this cap.

3. Cap on data overage charges

- i. A service provider must suspend data overage charges once they reach \$50 within a single monthly billing cycle, unless the account holder or authorized user expressly consents to pay additional charges.
- ii. A service provider must provide this cap at no charge.
- iii. In all instances, this cap applies on a per-account basis, regardless of the number of devices associated with the account.
- iv. For a customer with a **flex plan**, the customer begins incurring overage fees after the first tier of data is exceeded, and the service provider must suspend data service when they reach an additional \$50 in overage fees, unless the account holder or authorized user expressly consents to additional charges.
- v. For a customer with a **data add-on**, the price of the data add-on must be included in the calculation of the \$50 cap on data overage fees.

4. Unsolicited wireless services

- i. A service provider must not charge for any device or service that the account holder or authorized user has not expressly purchased.

5. Mobile premium services

- 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.

F. Mobile device issues

1. Unlocking

- i. Any device provided by a service provider to the customer for the purpose of providing wireless services must be provided unlocked.
- ii. If a device is, or becomes, **locked** to a service provider's network, that service provider must unlock the device, or give the customer the means to unlock the device, upon request, at no charge.

2. Warranties

- 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.

3. Lost or stolen devices

- i. When a customer notifies their service provider that their device has been lost or stolen,
 - a. the service provider must immediately suspend the customer's service at no charge; and
 - b. the terms and conditions of the contract will continue to apply, including the customer's obligation to pay
 - i. all charges incurred before the service provider received notice that the device was lost or stolen; and
 - 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;
- 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.

4. Repairs

- i. A service provider must suspend wireless service charges during device repairs upon request if all of the following conditions are met:
 - 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.

G. Contract cancellation and extension

1. Early cancellation fees – General

- 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 G.2 and G.3 below.
- 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.

2. Early cancellation fees – Subsidized device

- i. When a subsidized device is provided as part of the contract,
 - a. For **fixed-term contracts**: The early cancellation fee must not exceed the value of the **device subsidy**.
 - i. 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.
 - ii. For tab contracts, the early cancellation fee must be reduced by either a minimum amount or percentage amount each month in the contract term, 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 no later than the end of the period.
 - b. for **indeterminate contracts**: The early cancellation fee must not exceed the value of the device subsidy.
 - i. 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.
 - ii. For tab contracts, the early cancellation fee must be reduced by either a minimum amount or percentage amount each month, over a maximum of 24 months such that the early cancellation fee is reduced to \$0 by no later than the end of the period.
- ii. When calculating the early cancellation fee,
 - 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.

3. Early cancellation fees – No subsidized device

- i. When a subsidized device is not provided as part of the contract,
 - a. for fixed-term contracts: The early cancellation fee must not exceed the lesser of \$50 or 10% 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.
 - b. for indeterminate contracts: A service provider must not charge an early cancellation fee.

4. Trial period

- 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.
- ii. The trial period must start on the date on which service begins.
- iii. A service provider may establish limits on the use of voice, text, and data services for the trial period for all services that are not purchased on an unlimited basis.
 - a. For single-user plans, the standard trial period usage limits must correspond to at least half of the permitted monthly usage specified in the customer's contract.
 - b. For **multi-user plans**, the trial period usage limits must correspond to at least half of the permitted monthly usage for the entire account, as specified in the contract.
- iv. If a customer self-identifies as a person with a disability, the service provider must offer an extended trial period lasting a minimum of 30 calendar days, and the permitted usage amounts must be at least double the service provider's general usage amounts for the standard trial period.
- v. During the trial period, customers may cancel their contract without penalty or early cancellation fee if they have
 - a. used less than the permitted usage; and
 - b. returned any device provided by the service provider, in near-new condition, including original packaging.

5. Cancellation date

- i. Customers may cancel their contract at any time by notifying their service provider.
- ii. Cancellation takes effect on the day that the service provider receives notice of the cancellation.

6. Contract extension

- 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.
- 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. This notification must include
 - a. the date on which the contract is set to expire;
 - b. a statement informing the customer that as of that date, they can switch plans, change services providers, or cancel their service without penalty; and
 - c. information explaining
 - i. whether the contract will be automatically extended with the same rates, terms, and conditions, on a month-to-month basis; and
 - ii. if the contract is not being automatically extended, the proposed new minimum monthly charge for service going forward;
- 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.

H. Security deposits

1. Requesting, reviewing, and returning a security deposit

- i. If a service provider requires a security deposit from a customer, the service provider must
 - a. inform the customer of the reasons for requesting the deposit;
 - b. keep a record of those reasons for as long as the service provider holds the deposit;
 - c. specify in the written contract the conditions for the return of the security deposit;
 - d. review the continued appropriateness of retaining the deposit at least once per year; and
 - 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
 - i. the contract is terminated by either the customer or the service provider; or
 - ii. the service provider determines that the conditions for the return of the security deposit have been met;
- 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 1%, on the basis of the actual number of days in a year, accruing on a monthly basis; and
- 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.

I. Disconnection

1. When disconnection may occur

- 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
 - a. fails to pay an account that is past due, provided it exceeds \$50 or has been past due for more than two months;
 - b. fails to provide or maintain a reasonable security deposit or alternative when requested to do so by the service provider; or
 - c. agreed to a deferred payment plan with the service provider and fails to comply with the terms of this plan.
- 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.
- 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 no later than 1 business day after they are made aware of the error and must not impose reconnection charges.

2. Notice before disconnection

- i. If a service provider intends to disconnect a customer, it must notify the customer before disconnection, except in cases where
 - a. action is necessary to protect the network from harm;
 - b. the service provider has a reasonable suspicion that fraud is occurring or likely to occur; or
 - c. a pre-set spending limit is reached, such as for customers on credit-limited spending programs, in instances where the customer was previously made aware of this limit;

- ii. In all other cases, before a disconnection, including the first instance of a **suspension** in a disconnection cycle, a service provider must give reasonable notice to the customer at least 14 calendar days before disconnection. The notice must contain the following information:
 - a. the reason for disconnection and amount owing (if any);
 - b. the scheduled disconnection date;
 - c. the availability of deferred payment plans;
 - d. the amount of the reconnection charge (if any); and
 - e. contact information for a service provider representative with whom the disconnection can be discussed.
- 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
 - a. repeated attempts to contact the customer have failed;
 - b. action is necessary to protect the network from harm; or
 - c. the service provider has a reasonable suspicion that fraud is occurring or likely to occur.
- iv. A service provider must notify a customer of the specific terms leading to further suspensions or disconnection should the customer not pay according to the terms in their promise-to-pay agreement; and
- v. Should a customer fulfill the terms of their promise-to-pay agreement, the service provider must treat any future non-payment by the customer as the start of a new disconnection cycle.

3. Disputing disconnection charges

- i. A service provider must not disconnect a customer if
 - 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;
 - b. the customer pays the amount due for any undisputed portion of the charges; and
 - c. the service provider does not have reasonable grounds to believe that the purpose of the dispute is to evade or delay payment.

J. Expiration of prepaid balances

1. General

- i. Upon the expiry of the commitment period of a prepaid customer, a service provider must allow at least seven calendar days for the customer to top up their account, at no charge, in order to maintain an active account and retain any existing balance.
- ii. This rule applies whether the commitment period of the prepaid customer is established via an activated prepaid card or otherwise, by contributing amounts to a prepaid account balance.