

25 May 2015

John Traversy Secretary General CRTC Ottawa, ON K1A 0N2

Dear Mr. Secretary General,

Re: *Call for comments on a Television Service Provider Code of Conduct working document,* Broadcasting Notice of Consultation 2015-105 and -105-1 (Ottawa, 26 March 2015)

- 1 The Forum for Research and Policy in Communications (FRPC) is a non-profit and nonpartisan organization established to undertake research and policy analysis about communications, including broadcasting. The Forum supports a strong Canadian broadcasting system that serves the public interest.
- 2 We are pleased to participate in the process initiated by Broadcasting Notice of Consultation CRTC 2015-105 (as amended by 2015-105-1), seeking comments about the draft code proposed by the CRTC to govern commercial arrangements between broadcast distribution services and their subscribers.
- We have provided comments of a general nature below. Rather than make detailed comments about each section of the proposed *Code*, however, we have provided a side-by-side table that compares the CRTC's original *Code* with FRPC's recommended wording.

General comments

FRPC generally welcomes the introduction of a *Code* of conduct to govern relations between television service providers (TVSPs), that were formerly known as broadcasting distribution undertakings (BDUs) and their subscribers. Regulatory initiatives that provide subscribers with more information are always welcome.

- 5 In terms of the *Code*'s organization, FRPC supports the idea of grouping similar requirements under the same heading. In that context it was unclear to us why requirements related to accessibility were grouped separately from initiatives related to clarity: contracts that are not accessible are also not clear. Requirements related to accessibility should be grouped with other requirements related to clarity.
- 6 The structure of the proposed *Code* is somewhat complex. It includes unnumbered headings that seem to describe distinct Parts of the *Code*, numbered sections in each Part stated in the imperative tense, followed and described by numbered and unnumbered paragraphs about each section. Some of the Parts have overlapping content. Only one of the thirteen sections uses the imperative tense, and six of the paragraphs following sections are not numbered at all. Paragraphs are not numbered sequentially.

Clarity - general I Communicate in plain language in either French or English 2 numbered paragraphs (#1, 2) Promotion II Clarity of offers 2 numbered paragraphs (#1, 2) III Promotion of packaging options 1 paragraph Agreements and related documents IV. Plain language agreements 1 paragraph V. Language of written agreement 1 paragraph VI. Prices in the agreement 2 numbered paragraphs (#1, 2) VII. Agreements 4 numbered paragraphs (#1, 2, 3, 4) **Critical Information Summary** VIII. Critical Information Summary 3 numbered paragraphs (#1, 2, 3) Changes to programming options IX. Changing programming options 1 paragraph X. Notice for changes to programming options 3 numbered paragraphs (#1, 2, 3) Service calls XI. Service calls including visits to residences for installation and repairs 4 numbered paragraphs (#1, 2, 3, 4) Service outages XII. Service outages

1 paragraph Disconnection XIII. Disconnection policies 1 paragraph

- 7
- The structure in the proposed draft is difficult to understand. The use of paragraphs that are not numbered in sequence or at all, will create confusion when parties attempt to refer to or cite the paragraphs. FRPC therefore recommends that the CRTC add brief descriptions of the *Code*'s purpose and application, simplify and rationalize the proposed *Code*'s structure, and number each paragraph within the *Code* in sequence:

Purpose

Application

Clarity and accessibility

- 1. communicate in plain language
- 2. write agreements clearly
- 3. make alternative formats available
- 4. disclose unavailability of documents in an official language
- 5. disclose unavailability of service in an official language
- Offers, promotions and packages
 - 6. explain all offers and promotions
 - 7. state prices in promotions
 - 8. contents of offers
 - 9. Promote entry-level service and other offerings to a similar degree
- Agreements and related documents
 - 10. Describe all fees and charges in the agreement
 - 11. Give customer a permanent copy of the agreement
 - 12. Print the agreement on paper unless customer agrees to electronic copy
 - 13. Provide agreement in alternative format at no charge, upon request
 - 14. Contents of the agreement
- Summarize critical information
 - 15. provide critical information summary
 - 16. Contents of critical information summary
 - 17. Ensure accuracy of summary

Changes to programming options

- 18. Permit subscribers to change services and packages, while allowing preview channels
- 19. Notify subscribers about changes at least 45 days before they happen
- 20. Explain any change and when it will happen
- 21. Identify and explain subscribers' options

Service calls

- 22. Timeframes for when service calls will begin must not exceed 4 hours, and subscribers shall be compensated financially if the service call does not take place in that timeframe.
- 23. Provide subscribers with an estimate of costs before the service call

- 24. Explain rescheduling and cancellation charges for service calls
- 25. Explain how subscribers may complain about service calls before the call is made
- 26. Explain rebate policy for service outages

Disconnection

- 27. Explain disconnection policies
- In terms of drafting, FRPC notes that the proposed *Code* occasionally relies on the passive tense. It states, for example, that "A TVSP must ensure that all offers <u>are clearly</u> <u>explained</u> in all communications with a customer". This drafting language creates imprecision and uncertainty: who is to do the explaining, if not TVSPs? FRPC has offered replacement wording, where appropriate.
- 9 FRPC also notes that at VII.1(b) the draft *Code* proposes that TVSPs send agreements that are made online, by telephone or otherwise at a distance, to customers within 15 calendar days. It is not clear why a TVSP would require just over two weeks to send an agreement to a customer and this length of time places customers at a disadvantage. They might receive the contract by almost three weeks later, by which time they may well have forgotten details of their transaction with a TVSP. FRPC therefore recommends that such contracts be sent within five calendar days, so that customers might receive them by mail approximately one week later when there is a higher probability that the customer will remember his or her discussion with the TVSP's representative.
- 10 FRPC welcomes the Commission's use of a definitions section at the back of the proposed *Code*. Our recommended version of the *Code* recommends defining other terms, including "offers", "promotional materials", "regular prices" and "other charges", among other terms.
- 11 Finally, FRPC welcomes the CRTC's recommitment to hold a public proceeding to review the mandate and operation of the Commissioner of Complaints for Telecommunications Services this year. We respectfully recommend that the CRTC consult with interested parties <u>before</u> it gazettes the public proceeding notice, to seek their views as to the data and evidence that would be most useful for this type of evaluation. The information that is now available publicly is limited to the CCTS' Annual Reports – documents that have been prepared for purposes other than public-policy evaluation. Should the CRTC accept our recommendation, FRPC wishes to be considered an interested party. In our view, the collection of data that are relevant to the evaluation of the CCTS will provide interested parties with the best opportunity to assist the Commission in its evaluation process.

12 The draft *Code*, and FRPC's side-by-side version and comments, are attached to this comment.

We look forward to the opportunity of reviewing other comments submitted in this proceeding, and may file a reply on or before 4 June 2015, as set out in Broadcasting Notice of Consultation CRTC 2015-105. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely yours,

Menice and

Monica L. Auer, M.A., LL.M. Executive Director Ottawa, Ontario

execdir@frpc.net 613.526.5244 www.frpc.net

Appendix to Broadcasting Notice of Consultation	
Television Service Provider Code of Conduct work	
Terms in bold italics are defined in the section at t	
The Code should identify its nurness for these	Purpose The purpose of this <i>Code</i> is to ensure that subscribers
[The Code should identify its purpose for those who are unfamiliar with it]	to cable or satellite television distribution services
who are unfamiliar with it]	have the information they need to make informed
	choices about their television services.
	Application
[The Code should identify the type of businesses	This <i>Code</i> applies to all companies or undertakings
which will be subject to its provisions]	that offer people living in Canada access to television
	services for a subscription fee.
Clarity - General	Clarity and accessibility
I. Communicate in plain language in either	I. Communicate <i>plainly and accessibly</i> in either
French or English	French or English
1. A television service provider (TVSP) must	1. A <i>television service provider</i> (TVSP) must
communicate with a customer using plain	communicate with a customer using plain language.
language.	
	2. A TVSP must write its <i>agreements</i> and <i>related</i>
	documents in a way that is clear and easy for a
	customer to read and understand.
	3. A TVSP must provide a customer with a copy of
	the agreement in an <i>alternative format</i> for people
	with disabilities upon request, at no charge, in a
	timely manner.
	4. A TVSP must advise a customer if it is unable to
	provide the written agreement and related
	documents in either English or French, as chosen by
	that customer.
2. A TVSP must advise a customer if it is	5. A TVSP must advise a customer if it is unable to
unable to serve that customer in both	serve that customer in both French and English.
French and English.	
Promotion	Offers, promotions and packages
II. Clarity of offers	
1. A TVSP must ensure that all offers are	6. A TVSP must clearly explain all <i>offers</i> made to a
clearly explained in all communications with	customer, including during telephone calls and in its
a customer, including during telephone calls	promotional materials, service agreements, and
and in its promotional materials, service	related documents.
agreements, and related documents.	7 A TVCD must clearly state the prices set out in a
	7. A TVSP must clearly state the prices set out in a
	promotion for both <i>packages</i> and the individual <i>channels</i> to which a subscriber subscribers, state the
	<i>regular prices</i> that would be charged without the
	promotion, and must state whether these prices
	include taxes or other charges .
2. The explanation of an offer must clearly	8. An explanation of an offer must clearly state:
state the following: (a) the start and end	(a) the date on which the offer is valid for the
date of the offer; (b) in the case of an offer	first time
that includes a time-limited discount or	(b) the date on which the offer is no longer valid
other incentive, the price of the service at	(c) in the case of an offer that includes a time-
ether incentive, the price of the service ut	

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any associated obligations on a customer in	the service at the end of the any time-limited
relation to accepting the offer.	discount; and
	(d) any associated obligations on a customer in
	relation to accepting the offer.
III. Promotion of packaging options	
A TVSP must promote the availability of its <i>entry</i> -	9. A TVSP must promote the availability of its
<i>level service offering</i> in a like manner to the way	entry-level service offering in the same way that it
a TVSP promotes its <i>first-tier offering</i> so that a	promotes its <i>first-tier offering</i> , so that a customer is
customer is aware of its availability, price and	aware of the availability, price and content of entry-
content.	level service offerings.
Agreements and related documents	
IV. Plain language agreements	
A TVSP must ensure that any <i>written</i>	[see above, 2]
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	
A TVSP must advise a customer if it is unable to	[see above, 4]
provide the written agreement and related	
documents in either English or French, as chosen	
by that customer.	
VI. Prices in the agreement	
1. A TVSP must ensure that the prices set out in	[see above, 7]
the 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	[see below, 10]
charges are clearly itemized, detailed and	
explained in the agreement to provide the	
service. Such charges may include, but are not	
limited to, equipment rental fees, installation	
fees, and access fees.	
VII. Agreements	Agreements and related documents
	10. A TVSP must clearly itemize and explain each
	additional charge imposed to provide the service.
	Such charges may include, but are not limited to,
	equipment rental fees, installation fees, and access
	fees.
1. A TVSP must give a customer a <i>permanent</i>	11. A TVSP must give a customer a <i>permanent copy</i>
<i>copy of the agreement</i> and related documents at	of the agreement and related documents at no
no charge in the following circumstances:	charge in the following circumstances:
a) If the agreement is made in person, the TVSP	a) If the agreement is made in person, the TVSP must
must give the agreement and related documents	give the agreement and related documents to a
to a customer immediately after that customer	customer immediately after that customer agrees to
agrees to it.	it.
b) If the agreement is not made in person (i.e. if	b) If the agreement is not made in person (i.e. if it is
it is agreed to over the phone, online, or	agreed to over the phone, online, or otherwise at a
otherwise at a distance), the TVSP must send the	distance), the TVSP must send the agreement and
agreement and related documents to a customer	related documents to a customer within <mark>5</mark> calendar

within 15 calendar days of that customer	days of that customer accepting the agreement. If a
accepting the agreement. If a TVSP fails to do	TVSP fails to do this, or if the terms and conditions of
this, or if the terms and conditions of the	the permanent copy of the agreement conflict with
permanent copy of the agreement conflict with	the terms and conditions that a customer agreed to,
the terms and conditions that a customer agreed	that customer may, within 30 calendar days of
to, that customer may, within 30 calendar days	receiving the permanent copy of the agreement,
of receiving the permanent copy of the	cancel the agreement without paying an <i>early</i>
agreement, cancel the agreement without paying	cancellation fee or any other penalty.
an <i>early cancellation fee</i> or any other penalty.	
c) The TVSP must also provide a customer with a	c) The TVSP must also provide a customer with a
paper copy of the agreement upon request at no	paper copy of the agreement upon request at no
charge, at any time.	charge, at any time.
2. The permanent copy of the agreement and	12. The permanent copy of the agreement and
related documents must be a paper copy, unless	related documents must be printed on paper, unless
a customer expressly and knowingly decides that	a customer expressly and knowingly decides that an
an electronic copy is acceptable.	electronic copy is acceptable.
3. A TVSP must provide a customer with a copy	13. A TVSP must provide a customer with a copy of
of the agreement in an alternative format for	the agreement in an alternative format for people
people with disabilities upon request, at no	with disabilities upon request, at no charge, in a
charge, in a timely manner.	timely manner.
4. Agreements must set out all of the	14. Agreements must set out all of the information
information listed below in a clear manner:	listed below in a clear manner:
a. a list of the individual channels or packages of	a. a list of the individual channels or packages of
channels selected by a customer at the time the	channels selected by a customer when the agreement
agreement is made;	is made;
b. rates for individual channels or packages of	b. rates for individual channels or packages of
channels selected by a customer at the time the	channels selected by a customer when the agreement
agreement is made;	is made;
c. the monthly charge for providing the service at	c. the monthly charge for providing the service when
the time the agreement is made;	the agreement is made;
d. all additional costs, including but not limited	d. all additional costs, including but not limited to,
to, installation fees, itemized separately;	installation fees, itemized separately;
e. the monthly charge for any equipment	e. the monthly charge for any equipment included in
included in the agreement;	the agreement;
f. the <i>commitment period</i> , including the start	f. the <i>commitment period</i> , including the start date,
date, and in the case of fixed-term agreements ,	and in the case of fixed-term agreements , the end
the end date of the agreement;	date <mark>,</mark> of the agreement;
g. the terms under which the agreement will be	g. the terms under which the agreement will be
renewed, including whether the agreement	renewed, including whether the agreement renews
renews automatically, and if so, starting on what	automatically, and if so, starting on what date and for
date and for how long;	how long;
h. if applicable,	h. if applicable,
i. the total early cancellation fee;	i. the total early cancellation fee;
ii. the formula for calculating the early	ii. the formula for calculating the early cancellation
cancellation fee during the commitment period;	fee during the commitment period;
iiii. the date on which a customer will no longer	iiii. the date on which a customer will no longer be
be subject to the early cancellation fee;	subject to the early cancellation fee;
i. if equipment is provided or rented as part of	i. if equipment is provided or rented as part of the
the agreement,	agreement,
i. the retail price of the equipment;	i. the retail price of the equipment;
ii. the amount a customer has paid or will pay for	ii. the amount a customer has paid or will pay for the
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the equipment during the commitment period or	equipment during the commitment period or on a
on a going-forward basis;	going-forward basis;
iii. a description of the different options under	iii. a description of the different options under which
which the equipment can be acquired by a	the equipment can be acquired by a customer
customer (including rental and rent-to-own	(including rental and rent-to-own options) and;
options) and;	
iv. a description of any fees associated with an	iv. a description of any fees associated with an
equipment upgrade.	equipment upgrade.
j. an explanation of all related documents, such	j. an explanation of all related documents, such as
as privacy policies;	privacy policies;
k. whether upgrading equipment or otherwise	k. whether upgrading equipment or otherwise
amending an agreement term or condition would	amending an agreement term or condition would
extend a customer's <i>commitment period</i> or	extend a customer's <i>commitment period</i> or change
change any other aspect of the agreement;	any other aspect of the agreement;
I. if applicable, the amount of any security	I. if applicable, the amount of any security deposit
deposit and any applicable conditions, including	and any applicable conditions, including the
the conditions for return of the deposit; and	conditions for return of the deposit; and
m. where a customer can find information about	m. where a customer can find information about
i. rates for individual channels and packages of	i. rates for individual channels and packages of
channels;	channels;
ii. how to remove or add individual channels or	ii. how to remove or add individual channels or
packages of channels and what, if any, charges	packages of channels and what, if any, charges would
would apply;	apply;
iii. the equipment manufacturer's warranty, if	iii. the equipment manufacturer's warranty, if
applicable;	applicable;
iv, tools to help customers manage their bills;	iv, tools to help customers manage their bills;
v. how to contact the TVSP's customer service	v. how to contact the TVSP's customer service
department;	department;
vi. how to make a complaint about services and	vi. how to make a complaint about services and the
the different options available for recourse,	different options available for recourse, including
including how to escalate complaints within the	how to escalate complaints within the TVSP and how
TVSP and how to make a complaint to the	to make a complaint to the Commissioner of
Commissioner of Complaints for	Complaints for Telecommunications Services (CCTS);
-	and
Telecommunications Services (CCTS); and	vii the remedies available from the CCTS
vii the Television Comice Drevider Code of	
vii. the Television Service Provider Code of	viii. the Television Service Provider Code of Conduct.
Conduct.	Cutting Linformation Comm
Critical Information Summary	Critical Information Summary
VIII. Critical Information Summary	
1. A TVSP must provide a Critical Information	15. A TVSP must provide a <i>Critical Information</i>
Summary to a customer when it provides a	Summary to a customer when it provides a
permanent copy of the agreement for services.	permanent copy of the agreement for services. This
This document summarizes the most important	document summarizes the most important elements
elements of the agreement for a customer.	of the agreement for a customer.
2. A TVSP must ensure that the Critical	16. A TVSP must ensure that the Critical Information
Information Summary contains all of the	Summary contains all of the following:
following:	
a. a list of the individual channels or packages of	a. a list of the individual channels or packages of
channels selected by a customer at the time the	channels selected by a customer at the time the
agreement is made;	agreement is made;

b. rates for individual channels or packages of	b. rates for individual channels or packages of
channels selected by a customer at the time the	channels selected by a customer at the time the
agreement is made;	agreement is made;
c. the monthly charge for television services at	c. the monthly charge for television services at the
the time the agreement was made;	time the agreement was made;
d. all additional costs, including but not limited	d. all additional costs, including but not limited to,
to, installation fees, itemized separately;	installation fees, itemized separately;
e. the monthly charge for any equipment	e. the monthly charge for any equipment included in
included in the agreement;	the agreement;
f. the commitment period, including the start and	f. the commitment period, including the start and end
end date of the agreement and the terms under	date of the agreement and the terms under which
which the agreement could be renewed; and	the agreement could be renewed; and
g. how to make a complaint about services, and	g. how to make a complaint about services, and the
the different options available for recourse,	different options available for recourse, including
including how to escalate a complaint within the	how to escalate a complaint within the TVSP and how
TVSP and how to make a complaint to the CCTS.	to make a complaint to the CCTS.
3. A TVSP must ensure that the Critical	17. A TVSP must ensure that the Critical Information
Information Summary	Summary
a. accurately reflects the content of the	a. accurately reflects the content of the agreement;
agreement;	
b. is either provided as a separate document	b. is either provided as a separate document from the
from the written agreement or included	written agreement or included prominently on the
prominently on the first pages of the written	first three pages of the written agreement;
agreement;	
c. is clear and concise, uses plain language, and is	c. is clear and concise, uses plain language, and is in
and area and concise, uses plain language, and is	i i i cicar ana concisc, ascs plant language, ana is m
in an easily readable font; and	an easily readable font; and
in an easily readable font; and d. can be provided in an alternative format for	an easily readable font; and d. <mark>is available</mark> in an alternative format for people with
in an easily readable font; and	an easily readable font; and
in an easily readable font; and d. can be provided in an alternative format for people with disabilities upon request, at no	an easily readable font; and d. <mark>is available</mark> in an alternative format for people with
in an easily readable font; and d. can be provided in an alternative format for people with disabilities upon request, at no charge.	an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge.
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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 IX. Changing programming options Option A - A TVSP must enable a customer to	an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge.
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 IX. Changing programming options Option A - A TVSP must enable a customer to change individual discretionary channels or	an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge.
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 IX. Changing programming options Option A - A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels.	an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge. Changes to programming options
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 IX. Changing programming options Option A - A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels. Option B - A TVSP must enable a customer to	an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge. Changes to programming options 18. Option B - A TVSP must enable a customer to
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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 IX. Changing programming options Option A - A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels. Option B - A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels or packages of discretionary channels or	 an easily readable font; and d. is available in an alternative format for people with disabilities upon request, at no charge. Changes to programming options 18. Option B - A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels. A TVSP may, however,
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Glossary Agreement	Glossary Agreement
The Television Provider Code of Conduct	The Television Provider Code of Conduct
The Television Provider Code of Conduct	when disputing charges.
disconnected when disputing charges.	(d) when a customer can and cannot be disconnected
when a customer can and cannot be	occurs; and
provided before disconnection occurs; and (d)	(c) what notice will be provided before disconnection
disconnection may occur; (c) what notice will be	(b) when and how disconnection may occur;
grounds for disconnection; (b) when and how	(a) the grounds for disconnection;
<i>disconnection</i> of service, including (a) the	<i>disconnection</i> of service, including
agreement or related documents its policy for	agreement or related documents its policy for
A TVSP must explain to a customer in the service	27. A TVSP must explain to a customer in the service
XIII. Disconnection policies	27 A TVCD must supply to a sustain the state
Disconnection	
service outages and how rebates will be applied.	outages and now repates will be applied.
	agreement or related documents its policy for service outages and how rebates will be applied.
agreement or related documents its policy for	•
A TVSP must explain to a customer in the service	26. A TVSP must explain to a customer in the service
XII. Service outages	
Service outages	Service outages and disconnection
appointments.	
can make a complaint about unsatisfactory service calls, including late or missed	including late or missed appointments.
	a complaint about unsatisfactory service calls,
Before any service call to a residence, a TVSP must explain to a customer how a customer	25. Before any service call to a residence, a TVSP must explain to a customer how a customer can make
associated charges.	25. Before any service call to a residence, a TVSP
	appointment, including any associated thatges.
reschedule the appointment, including any	appointment, including any associated charges.
TVSP and the customer may cancel or	the customer may cancel or reschedule the
must explain to a customer how both the	must explain to a customer how both the TVSP and
Before any service call to a residence, a TVSP	24. Before any service call to a residence, a TVSP
any minimum charge, if applicable.	applicable.
associated with the service call, including	the service call, including any minimum charge, if
must specify the potential charges	must specify the potential charges associated with
Before any service call to a residence, a TVSP	23. Before any service call to a residence, a TVSP
residence will begin.	
with a timeframe for when a service call to a	
Option B - A TVSP must provide a customer	timeframe.
will begin.	TVSP does not provide the service call in the specified
hours for when a service call to a residence	residence will begin and a financial remedy if the
with a timeframe that does not exceed 4	a 4-hour timeframe for when a service call to a
Option A - A TVSP must provide a customer	22. Option C - A TVSP must provide a customer with
installation and repairs	
XI. Service calls including visits to residences for	
Service calls	Service calls
services.	
subscribe to any of the TVSP's changed	subscribe to any of the TVSP's changed services.
should a customer no longer wish to	options should a customer no longer wish to
The notice must clearly explain the options	21. The notice must clearly identify and explain the
and when it will take effect.	subscriber's contract terms.
This notice must clearly explain any change and when it will take effect.	 This notice must clearly explain any change, when it will take effect, and whether it will affect the

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A binding arrangement between a TVSP and a	A binding arrangement between a TVSP and a
customer to provide television services.	customer to provide television services.
Written agreement	Written agreement
A written instrument that expresses the content	A written instrument that expresses the content of
of the agreement.	the agreement.
Commitment period	Commitment period
The term or duration of an agreement. For fixed-	The term or duration of an agreement. For fixed-term
term agreements, the commitment period is the	agreements, the commitment period is the entire
entire duration of the agreement.	duration of the agreement.
Customer	Customer
A person who is liable for payment for	A person who is liable for payment for programming
programming services that are distributed by a	services that are distributed by a TVSP. It does not
TVSP. It does not include the owner or operator	include the owner or operator of a hotel, hospital,
of a hotel, hospital, nursing home or other	nursing home or other commercial or institutional
commercial or institutional premises.	premises.
Disconnection	Disconnection
The termination of services by a TVSP.	The termination of services by a TVSP.
Early cancellation fee	Early cancellation fee
A fee that may be applied when a customer's	A fee that may be applied when a customer's service
service is cancelled before the end of a	is cancelled before the end of a commitment period.
commitment period.	
Entry-level service offering	Entry-level service offering
A basic package of programming services that a	A basic package of programming services that a TVSP
TVSP is required to distribute by the Broadcasting	is required to distribute by the Broadcasting
Distribution Regulations.	Distribution Regulations.
Equipment	Equipment
A device or combination of devices necessary to	A device or combination of devices necessary to
receive a service provided by a TVSP, such as a	receive a service provided by a TVSP, such as a set-
set-top box or a satellite dish.	top box or a satellite dish.
First tier offering	First tier offering
A package of programming services distributed	A package of programming services distributed by a
by a TVSP for a single fee that includes all	TVSP for a single fee that includes all channels that
channels that must be provided as part of the	must be provided as part of the entry-level service
entry-level service offering as well as other	offering as well as other services authorized by the
services authorized by the Broadcasting	Broadcasting Distribution Regulations.
Distribution Regulations.	
Fixed-term agreements	Fixed-term agreements
Agreements that have a set duration beyond one	Agreements that have a set duration beyond one
month.	month.
Indeterminate agreements	Indeterminate agreements
Indeterminate agreements do not have a set	Indeterminate agreements do not have a set
duration. They typically automatically renew	duration. They typically automatically renew each
each month.	month.
	Permanent copy
Permanent copy	
An inalterable copy (e.g. a paper copy or PDF	An inalterable copy (e.g. a paper copy or PDF version)
version) of the agreement, as of the date of	of the agreement, as of the date of signing or the
signing or the date of the latest amendment.	date of the latest amendment.
Privacy policy	Privacy policy
A policy that explains how a TVSP will handle a	A policy that explains how a TVSP will handle a
customer's personal information.	customer's personal information.

Related documents	Related documents
Any documents referred to in the agreement that	Any documents referred to in the agreement that
affect a customer's use of a TVSP's services,	affect a customer's use of a TVSP's services, including
including its privacy policy.	its privacy policy.
Television Service Provider (TVSP)	Television Service Provider (TVSP)
An undertaking that provides subscription	An undertaking that provides subscription television
television services to Canadians. It typically	services to Canadians. It typically redistributes
redistributes programming from conventional	programming from conventional over-the-air
over-the-air television and radio stations and	television and radio stations and distributes pay
distributes pay audio, pay television, pay-per-	audio, pay television, pay-per-view (PPV), video-on-
view (PPV), video-on-demand (VOD), and	demand (VOD), and specialty services. TVSPs include
specialty services. TVSPs include cable, Internet	cable, Internet Protocol television (IPTV), and
Protocol television (IPTV), and national satellite	national satellite direct-to-home (DTH) service
direct-to-home (DTH) service providers.	providers.
Date modified: 2015-03-26	

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