



Broadcasting Notice of Consultation CRTC 2015-105

PDF version

Ottawa, 26 March 2015

Call for comments on a Television Service Provider Code of Conduct working document

In Broadcasting Regulatory Policy 2015-104, the Commission stated its intention to establish a mandatory code of conduct for television service providers (TVSPs) such as cable television services, satellite services, and Internet Protocol television services. The Television Service Provider Code of Conduct (TVSP Code) will address the clarity and content of agreements with customers for television services.

The Commission is therefore providing a TVSP Code working document. The Commission invites Canadians to evaluate whether the document's provisions meet their needs. Specifically, will the provisions ensure that Canadians have the necessary information to make informed choices about their television services and are empowered in their relationships with TVSPs?

The TVSP Code working document contains provisions that address matters such as use of clear language, setting out all charges, promotion of packaging options, promptness of service calls and rebates during service outages. It also contains provisions that require a clear summary of critical information setting out the channels selected by a customer, all charges, and information about how to complain and seek recourse.

*The Commission will accept comments that it receives on or before **25 May 2015**. Parties may file replies on or before **4 June 2015**.*

Introduction

1. In Broadcasting Regulatory Policy 2015-104, also issued today, the Commission announced the creation of a Television Service Provider Code of Conduct (TVSP Code). This code would govern certain aspects of the relationship between television service providers (TVSPs)¹ and their customers.
2. TVSPs include cable, Internet Protocol television (IPTV), and national satellite direct-to-home (DTH) service providers. TVSPs provide subscription television services to Canadians. They typically redistribute programming from conventional over-the-air television and radio stations and distribute specialty services, pay television, pay-per-view (PPV), video-on-demand (VOD), and pay audio.
3. As set out in the Commission's most recent *Communications Monitoring Report*, in 2013, 85% of Canadian households (representing approximately 11.9 million subscribers) subscribed to a TVSP.

¹ TVSPs are also known as broadcasting distribution undertakings.

4. In Broadcasting Regulatory Policy 2015-104, the Commission determined that it was appropriate to create a code of conduct to ensure clarity of the information in the service agreements between TVSPs and their customers. The objective of a TVSP Code is to ensure that customers of TVSPs have the necessary information to make informed choices about their television services and to empower customers in their relationships with TVSPs. The TVSP Code would not address issues that are already addressed in other broadcasting industry codes and regulations, including issues related to the content of television programming and advertising, such as violence and equitable portrayal.
5. The Commission intends to require all licensed TVSPs and related exempt undertakings to adhere to the TVSP Code. The Commission intends to implement the TVSP Code in a timely manner in order to maximize the benefits of the code to Canadians.
6. In Broadcasting Regulatory Policy 2015-104, the Commission determined that the Commissioner of Complaints for Telecommunications Services (CCTS) would be the appropriate party to administer the TVSP Code. The Commission has indicated that it intends to hold a public proceeding to review the CCTS's mandate and operations in 2015. Issues related to the CCTS as the administrator of this code will be addressed in detail as part of that review.

Call for comments

7. The Commission calls for comments on the TVSP Code working document, which is set out in the appendix to this notice. The Commission invites Canadians to evaluate whether the document's provisions meet their needs. Specifically, will the provisions ensure that Canadians have the necessary information to make informed choices about their television services and are empowered in their relationships with TVSPs?
8. The working document is intended to provide parties with a possible model and to stimulate discussion and debate. Parties should provide alternate wording, with supporting rationale, where they consider that changes are necessary.
9. The Commission will accept interventions that it receives on or before **25 May 2015**. Only parties that file interventions may file a reply to matters raised during the intervention phase. The deadline for the filing of replies is **4 June 2015**.

Procedure

10. The *Canadian Radio-television and Telecommunications Commission Rules of Practice and Procedure* (the Rules of Procedure) apply to the present proceeding. The Rules of Procedure set out, among other things, the rules for content, format, filing and service of interventions, replies, answers of respondents and requests for information; the procedure for filing confidential information and requesting its disclosure; and the conduct of public hearings. Accordingly, the procedure set out below must be read in conjunction with the Rules of Procedure and its accompanying documents, which can be found on the Commission's website under "Statutes and

Regulations.” The *Guidelines on the CRTC Rules of Practice and Procedure*, set out in Broadcasting and Telecom Information Bulletin 2010-959, provide information to help interested persons and parties understand the Rules of Procedure so that they can more effectively participate in Commission proceedings.

11. The Commission encourages interested persons and parties to monitor the record of the proceeding, available on the Commission’s website, for additional information that they may find useful when preparing their submissions.
12. Submissions longer than five pages should include a summary. Each paragraph of all submissions should be numbered, and the line *****End of document***** should follow the last paragraph. This will help the Commission verify that the document has not been damaged during electronic transmission.
13. Submissions must be filed by sending them to the Secretary General of the Commission using **only one** of the following means:

by completing the
[\[Intervention/comment/answer form\]](#)

or

by mail to
CRTC, Ottawa, Ontario K1A 0N2

or

by fax at
819-994-0218

14. Parties who send documents electronically must ensure that they will be able to prove, upon Commission request, that service/filing of a particular document was completed. Accordingly, parties must keep proof of the sending and receipt of each document for 180 days after the date on which the document is filed. The Commission advises parties who file and serve documents by electronic means to exercise caution when using email for the service of documents, as it may be difficult to establish that service has occurred.
15. In accordance with the Rules of Procedure, a document must be received by the Commission and all relevant parties by 5 p.m. Vancouver time (8 p.m. Ottawa time) on the date it is due. Parties are responsible for ensuring the timely delivery of their submissions and will not be notified if their submissions are received after the deadline. Late submissions, including those due to postal delays, will not be considered by the Commission and will not be made part of the public record.
16. The Commission will not formally acknowledge submissions. It will, however, fully consider all submissions, which will form part of the public record of the proceeding, provided that the procedure for filing set out above has been followed.

Important notice

17. All information that parties provide as part of this public process, except information designated confidential, whether sent by postal mail, facsimile, email or through the Commission's website at www.crtc.gc.ca, becomes part of a publicly accessible file and will be posted on the Commission's website. This information includes personal information, such as full names, email addresses, postal/street addresses, telephone and facsimile numbers, etc.
18. The personal information that parties provide will be used and may be disclosed for the purpose for which the information was obtained or compiled by the Commission, or for a use consistent with that purpose.
19. Documents received electronically or otherwise will be put on the Commission's website in their entirety exactly as received, including any personal information contained therein, in the official language and format in which they are received. Documents not received electronically will be available in PDF format.
20. The information that parties provide to the Commission as part of this public process is entered into an unsearchable database dedicated to this specific public process. This database is accessible only from the web page of this particular public process. As a result, a general search of the Commission's website with the help of either its own search engine or a third-party search engine will not provide access to the information that was provided as part of this public process.

Availability of documents

21. Electronic versions of the interventions and of other documents referred to in this notice, are available on the Commission's website at www.crtc.gc.ca by visiting the "Participate" section, selecting "Submit Ideas and Comments," and then selecting "our open processes." Documents can then be accessed by clicking on the links in the "Subject" and "Related Documents" columns associated with this particular notice.
22. Documents are also available from Commission offices, upon request, during normal business hours.

Location of Commission offices

Toll-free telephone: 1-877-249-2782

Toll-free TDD: 1-877-909-2782

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858 Beatty Street
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Tel.: 604-666-2111
Fax: 604-666-8322

Secretary General

Related documents

- *Let's Talk TV: Empowering Canadians – Making informed choices about television providers and improving accessibility to television programming*, Broadcasting Regulatory Policy CRTC 2015-104, 26 March 2015
- *Guidelines on the CRTC Rules of Practice and Procedure*, Broadcasting and Telecom Information Bulletin CRTC 2010-959, 23 December 2010

Appendix to Broadcasting Notice of Consultation CRTC 2015-105

Television Service Provider Code of Conduct working document

Terms in *bold italics* are defined in the 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 customer using plain language.
2. A TVSP must advise a customer if it is unable to serve that customer in both French and English.

Promotion

II Clarity of offers

1. A TVSP must ensure that all offers are clearly explained in all communications with a customer, including during telephone calls and in its promotional materials, service *agreements*, and *related documents*.
2. The explanation of an offer must clearly state the following: (a) the start and end date 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 any time-limited discount; (c) 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 *entry-level service offering* in a like manner to the way a TVSP promotes its *first-tier offering* so that a customer is aware of its availability, price and content.

Agreements and related documents

IV Plain language agreements

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

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.

VI Prices in the agreement

1. A TVSP must ensure that the prices set out in 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 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

1. A TVSP must give a customer a *permanent copy* of the agreement and related documents at no charge in the following circumstances:
 - a. If the agreement is made in person, the TVSP must give the 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 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.
 - c. The TVSP must also provide a customer with a paper copy of the agreement upon request at no charge, at any time.
2. The permanent copy of the agreement and related documents must be a paper copy, unless a customer expressly and knowingly decides that an electronic copy is acceptable.
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, in a timely manner.
4. 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;
- c. the monthly charge for providing the service at the time the agreement is made;
- 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 date, and in the case of *fixed-term agreements*, the 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;
 - 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 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 of Complaints for Telecommunications Services (CCTS); and
 - vii. the Television Service Provider Code of Conduct.

Critical Information Summary

VIII Critical Information Summary

1. A TVSP must provide a Critical Information Summary to a customer when it provides a permanent copy of the agreement for services. This document summarizes the most important elements of the agreement for a customer.
2. 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;

- c. the monthly charge for television services at the time the agreement was made;
 - 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.
3. 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 the written agreement or included prominently on the first pages of the 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

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. 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 the agreement.

X Notice for changes to programming options

1. With respect to services subscribed to by a customer, a TVSP must give a customer at least 45 calendar days notice in the event of changes to:
 - a. the price of individual channels or packages of channels;
 - b. a channel's nature of service;

- c. the packaging of channels; and
 - d. 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.

Service calls

XI Service calls including visits to residences for installation and repairs

1. **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.
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.
4. Before any service call to a residence, a TVSP must explain to a customer how a customer can make a complaint about unsatisfactory service calls, including late or missed appointments.

Service outages

XII Service outages

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

Disconnection

XIII Disconnection policies

A TVSP must explain to a customer in the service 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; and (d) when a customer can and cannot be disconnected when disputing charges.

The Television Provider Code of Conduct

Glossary

Agreement

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

Written agreement

A written instrument that expresses the content of the agreement.

Commitment period

The term or duration of an agreement. For fixed-term agreements, the commitment period is the entire duration of the agreement.

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 basic package of programming services 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 or a satellite dish.

First tier offering

A package of programming services distributed by a TVSP for a single fee that includes all channels that must be provided as part of the entry-level service offering as well as other services authorized by the *Broadcasting Distribution Regulations*.

Fixed-term agreements

Agreements that have a set duration beyond one month.

Indeterminate agreements

Indeterminate agreements 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, as of the date of signing or the date of the latest amendment.

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.