



## Telecom Decision CRTC 2006-52

Ottawa, 29 August 2006

### Statement of consumer rights

Reference: 8665-C12-200307365

*In this Decision, the Commission establishes a statement of consumer rights for customers of incumbent local exchange carriers (ILECs) local exchange services, setting out existing consumer rights in plain language.*

*The Commission directs the ILECs to include the statement of consumer rights with their residential telephone directories, and to distribute it through various other mediums.*

*The Commission directs the small ILECs and Northwestel Inc. to show cause, within 120 days of this Decision, why the statement of consumer rights should not be adopted in their respective territories, and to propose any modifications necessary to accurately reflect their tariffs.*

*The Commission encourages industry participants, in the context of industry self-regulation, to address the issue of establishing and communicating consumer rights in forborne local services markets.*

### Background

1. In *Regulatory framework for second price cap period*, Telecom Decision CRTC 2002-34, 30 May 2002, as amended by Telecom Decision CRTC 2002-34-1, 15 July 2002, and *Implementation of price regulation for Télébec and TELUS Québec*, Telecom Decision CRTC 2002-43, 31 July 2002 (collectively, the price cap decisions), the Commission found that the Terms of Service and the introductory pages of the incumbent local exchange carriers' (ILECs') telephone directories (the white pages) may be difficult to understand and may not contain all the information necessary for an accurate understanding of consumer rights. Consequently, the Commission determined that it would be useful to develop a consumer bill of rights (statement of consumer rights).
2. In *Consumer bill of rights*, Telecom Public Notice CRTC 2003-6, 13 June 2003, as amended by Telecom Public Notice CRTC 2003-6-1, 14 July 2003 (Public Notice 2003-6), the Commission invited parties to propose the specific consumer rights to be included in the statement of consumer rights. The Commission also invited parties to recommend methods of communicating and amending the statement of consumer rights.

### Process

3. The Commission received submissions from the following parties: Bell Canada filing on behalf of itself, Aliant Telecom Inc., MTS Communications Inc., Saskatchewan

Telecommunications, Société en commandite Télébec, TELUS Communications Inc.<sup>1</sup>, and TELUS Communications (Québec) Inc.<sup>2</sup> (collectively, the ILECs); the Public Interest Advocacy Centre filing on behalf of itself, the Consumers' Association of Canada (Manitoba Branch), the Manitoba Society of Seniors, the British Columbia Public Interest Advocacy Centre, the Consumers' Association of Canada, the National Anti-Poverty Organization, L'Union des consommateurs, the BC Old Age Pensioners' Organization, the Council of Senior Citizens' Organizations of BC, the federated anti-poverty groups of BC, the Senior Citizens' Association of BC, the West End Seniors' Network, End Legislated Poverty, the BC Coalition for Information Access, and the Tenants Rights Action Coalition (collectively, the Consumer Groups); the Telecommunications Workers Union (TWU); and over 4,000 submissions from the general public.

4. The ILECs, the Consumer Groups and the TWU filed initial submissions with the Commission on 27 August 2003. The Commission issued interrogatories on 24 October 2003. The ILECs and the Consumer Groups issued additional interrogatories on 27 October 2003. The ILECs, the Consumer Groups and the TWU filed responses to interrogatories on 26 November 2003. The ILECs first revised their submission on 19 December 2003. The ILECs, the Consumer Groups and the TWU also revised their submissions on 4 February 2004. The ILECs and the Consumer Groups filed reply comments on 19 February 2004.

## **Development of the statement of consumer rights**

### **Position of parties**

5. Parties made various suggestions of what information should be contained in the statement of consumer rights, and also proposed specific rights to be included therein.
6. The ILECs proposed to restrict the statement of consumer rights to only include consumer rights that (a) derived from matters within the jurisdiction of the Commission; (b) applied to telecommunications products and services; (c) applied to tariffed services offered on a retail basis; and (d) applied to residential consumers. The ILECs also proposed to include consumer responsibilities associated with consumer rights where knowledge of a responsibility was considered essential for an accurate understanding of a right.
7. The ILECs indicated that it would not be necessary for the statement of consumer rights to duplicate all of the existing information already found in the Terms of Service and the white pages, since this information would continue to be available to consumers. The ILECs were of the view that a statement of consumer rights could lead to inaccuracies, possible misinterpretation and subsequent unnecessary disputes regarding consumer rights. The ILECs therefore proposed exact wording for the consumer rights and responsibilities they deemed necessary and appropriate to include in a statement of consumer rights.

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<sup>1</sup> Effective 1 March 2006 TELUS Communications Inc. (TCI) assigned and transferred all of its assets and liabilities, including all of its service contracts, to TELUS Communications Company (TCC).

<sup>2</sup> Effective 1 July 2004, TELUS Québec ceased to operate as a Canadian carrier or telecommunications service provider and TELUS Communications Inc. assumed all rights, entitlements, liabilities, and obligations relating to the provision of telecommunications services in the territories previously serviced by TELUS Québec.

8. The Consumer Groups generally held a different view of what information and rights would be appropriate to include. The Consumer Groups proposed that the statement of consumer rights include rights that (a) derived from matters within the jurisdiction of the Commission, as well as from federal or provincial statutes that were not administered by the Commission; (b) applied to telecommunications products and services; (c) applied to both tariffed and forborne services; and (d) applied to residential consumers.
9. The Consumer Groups did not consider that the ILECs' proposed statement of consumer rights was sufficiently comprehensive and argued for a more inclusive view. The Consumer Groups also generally objected to the inclusion of ILEC rights, or consumer responsibilities, in the statement of consumer rights. The Consumer Groups therefore proposed their own list of rights with associated wording.
10. The TWU supported the Consumer Groups' proposed statement of consumer rights. The TWU further proposed that the statement of consumer rights include quality of service (Q of S) indicators applied on an individual consumer basis.
11. The general public provided a variety of views as to which rights should be included in the statement of consumer rights.

#### **Commission analysis and determinations**

12. The Commission is of the view that the fundamental objective of a statement of consumer rights is to provide consumers a comprehensive, accurate and clear understanding of their rights. In order to meet this objective, the Commission considers it appropriate to develop a statement of consumer rights that draws on certain elements of the parties' proposals, adapted to meet the comprehensiveness, accuracy and clarity objectives that the Commission deems necessary.
13. The Commission notes that including details of rights derived from statutes not administered by the Commission in the statement of consumer rights, would require interpretation and enforcement of rules that are outside the Commission's expertise and jurisdiction under the *Telecommunications Act* (the Act). The Commission considers that it would be inappropriate to include in the statement of consumer rights rules that are outside the Commission's mandate. The Commission also notes that in Public Notice 2003-6, it stated that the statement of consumer rights to be developed in this proceeding would apply to regulated telecommunication services offered on a retail basis.
14. Accordingly, the Commission determines that the statement of consumer rights should be limited to telecommunications services as defined under the Act. The Commission also determines that the statement of consumer rights should be limited to the rights that apply to regulated retail tariff services.
15. The Commission considers that although residential and business customers have similar rights with respect to telecommunications services, they do not share all of the same rights. The Commission considers that business customers are generally better informed of their rights compared to residential consumers, and that the statement of consumer rights would be

clearer if it were limited to one group of subscribers. As such, the Commission determines that the statement of consumer rights should be limited to the rights that are applicable to residential consumers.

16. The Commission considers that it may be misleading for consumers if the statement of consumer rights provides information about a specific consumer right without highlighting any of the conditions, limitations and exceptions associated with it. Accordingly, the Commission determines that the statement of consumer rights should include conditions, limitations and exceptions when they are deemed necessary to help consumers understand their rights.
17. The Commission notes that the Q of S indicators established by various Commission determinations, and proposed by the TWU for inclusion in the statement of consumer rights, do not apply to consumers on an individual basis. As the statement of consumer rights is designed for individual residential consumers, the Commission finds that it should not include reference to specific Q of S indicators.
18. Taking into account the objectives and principles established above, the Commission has developed the statement of consumer rights, which is attached in the appendix to this Decision. The Commission notes that most of the rights included in the statement of consumer rights stem from the Terms of Service, where they are generally the same for all ILECs, while other rights appear in various Commission determinations.

## **Communication of the statement of consumer rights**

### **Position of parties**

19. The ILECs proposed four methods by which the statement of consumer rights would be made available to consumers. First, the ILECs proposed that the statement of consumer rights be printed in their white pages. Second, the ILECs proposed that the statement of consumer rights be displayed on their websites. Third, the ILECs proposed that a printed copy of the statement of consumer rights be made available at their retail locations, where possible and upon request. Finally, the ILECs proposed that announcements regarding the availability of the statement of consumer rights be communicated via a short information message on a consumer's bill on a one-time or annual basis. The ILECs were of the view that a billing insert was not an appropriate method to distribute the statement of consumer rights itself, or to communicate information about its availability.
20. The Consumer Groups indicated that the statement of consumer rights had the potential to be the primary document that consumers used to find information regarding their rights. The Consumer Groups proposed that the statement of consumer rights be published in the introductory sections of the ILECs' white pages and on the ILECs' websites. The Consumer Groups also proposed that a billing insert be sent annually to consumers to remind them of the availability of the statement of consumer rights, and where it could be accessed. The Consumer Groups agreed with the ILECs that a billing insert would not be an appropriate method for distribution of the statement of consumer rights itself.

### **Commission analysis and determinations**

21. The Commission recognizes that the white pages currently provide consumers with information about their telephone service, as well as the detailed Terms of Service. As such, the Commission considers that the white pages are a logical source for consumers to find more information about their rights. Accordingly, the Commission directs the ILECs to include the most current statement of consumer rights with their white pages (as an insert or printed within), at the ILECs' next available directory publication, and at each subsequent publication.
22. The Commission considers that the statement of consumer rights should be disseminated as broadly as reasonably possible, by making use of other readily available means of communication, supplementary to the white pages. The Commission directs the ILECs to:
  - publish the most current statement of consumer rights on their respective websites, within 30 days of this Decision, and within 30 days of any future amendments;
  - make printed copies of the most current statement of consumer rights available at their respective retail locations, where possible and upon request, effective 60 days from the date of this Decision, and within 60 days of any future amendments;
  - announce, via a short message on the billing statement, the availability of the statement of consumer rights on their respective websites and with their white pages for the first time, and when future amendments to the statement of consumer rights are made; and
  - provide the most current statement of consumer rights in alternative formats, upon request, to persons with a visual disability.
23. The Commission is of the view that the statement of consumer rights must be distributed by the ILECs in the form presented by the Commission, subject to any amendments approved by the Commission.

### **Amendments to the statement of consumer rights**

#### **Position of parties**

24. The ILECs submitted that amendments to the statement of consumer rights would be relatively infrequent and that an amendment process specific to the statement of consumer rights was not necessary. The ILECs proposed that the statement of consumer rights be amended by means of Part VII applications or upon the Commission's initiative. Moreover, the ILECs proposed that during any proceeding related to consumer rights and responsibilities, the Commission could provide an opportunity for parties to make submissions on amendments to the statement of consumer rights.
25. The Consumer Groups submitted that the Commission needed to develop an amendment process specific to the statement of consumer rights. The Consumer Groups proposed that, on an annual basis, the Commission initiate a proceeding to amend the statement of consumer

rights. The Consumer Groups also proposed that, whenever a proceeding concerning consumer rights arose, the Commission provide an opportunity for interested parties to make submissions on amendments to the statement of consumer rights.

26. The ILECs and the Consumer Groups were generally of the view that once the Commission developed a draft of the statement of consumer rights, the draft should be subject to further review and comment by interested parties.

#### **Commission analysis and determinations**

27. The Commission anticipates that changes to the statement of consumer rights will be infrequent, and does not consider it necessary to establish a separate formal process for amendments at this time. The Commission will consider any proposed amendments on a case-by-case basis. The Commission encourages parties to propose the appropriate amendments, if any, to the statement of consumer rights in the context of any proceeding affecting consumer rights, in order to allow it to dispose of such matters expeditiously.
28. Given the detailed and comprehensive nature of the comments received in the context of this proceeding, the Commission does not consider it necessary to initiate a follow-up proceeding, calling for comments on the wording of the statement of the consumer rights, prior to its issuance.

#### **Other matters**

##### **Enforcement**

29. The Commission notes that in Public Notice 2003-6, it indicated that it would initiate a proceeding regarding enforcement of the statement of consumer rights and that none of the parties addressed this issue in their submissions.
30. The Commission notes that enforcement mechanisms for consumer rights are already in place through the Commission's complaint process by way of applications under Part VI and Part VII of the *CRTC Telecommunications Rules of Procedure*. The Commission also notes that contact information for the CRTC's Client Services branch, and its role in providing assistance to consumers, is included in the statement of consumer rights.
31. The Commission considers that the existing enforcement mechanisms are sufficient to protect the interests of consumers. Consequently, the Commission finds it unnecessary to initiate a proceeding regarding enforcement of the statement of consumer rights.

##### **Show Cause**

32. The Commission notes that the ILECs submitted that all Canadian telecommunications consumers should benefit from the same rights, regardless of their telecommunications service provider, and proposed that the statement of consumer rights apply equally to all Canadian telecommunication service providers, including Northwestel Inc. (Northwestel), competitive local exchange carriers (CLECs) and the small ILECs (SILECs), which include: CityWest Telephone Corporation; Amtelecom Inc.; Brooke Telecom Co-operative Ltd.;

Bruce Telecom; Cochrane Telecom Services; Dryden Municipal Telephone System; Execulink Telecom Inc.; Gosfield North Communications Co-operative Limited; Hay Communications Co-operative Limited; Huron Telecommunications Co-operative Limited; Kenora Municipal Telephone System; Lansdowne Rural Telephone Co. Ltd.; Mornington Communications Co-operative Limited; Nexicom Telecommunications Inc.; Nexicom Telephones Inc.; North Frontenac Telephone Corporation Ltd.; North Renfrew Telephone Company Limited; NorthernTel, Limited Partnership; Ontera; People's Tel Limited Partnership; Quadro Communications Co-operative Inc.; Roxborough Telephone Company Limited; TBayTel; Tuckersmith Communications Co-operative Limited; Westport Telephone Company Limited; Wightman Telecom Ltd.; Coptel; La Cie de Téléphone de Courcelles Inc.; Téléphone Guèvremont inc.; La Corporation de Téléphone de La Baie (1993); La Compagnie de Téléphone de Lambton Inc.; Téléphone Milot inc.; Compagnie de téléphone Nantes inc.; Sogetel inc.; Le Téléphone de St-Éphrem inc.; La Compagnie de Téléphone de St-Victor; La Compagnie de Téléphone Upton Inc.; and La Compagnie de Téléphone de Warwick.

33. The Commission notes that the Terms of Service of the SILECs and Northwestel are similar to those of the ILECs. The Commission also notes that many of the determinations that form the basis of the statement of consumer rights also apply to the SILECs and Northwestel. The Commission considers that the Terms of Service and the white pages of the SILECs and Northwestel may also be difficult for consumers to understand and that the same reasons for establishing the statement of consumer rights for the ILECs' subscribers may be applicable for the SILECs' and Northwestel's subscribers.
34. Accordingly, the Commission directs the SILECs and Northwestel to show cause, within 120 days of this Decision, why the statement of consumer rights should not be issued in their respective territories, and to propose any modifications required to reflect the minor differences that may exist between their tariffs and those of the ILECs.
35. With regard to the CLECs, the Commission notes that the scope of the statement of consumer rights was limited to include the rights associated with regulated services offered on a retail basis, and that these services are largely unregulated for the CLECs. The Commission considers that although the CLECs have some of the same consumer obligations as the ILECs, the statement of consumer rights, as developed in this proceeding, would generally not apply to the CLECs. Accordingly, the Commission finds that it would not be appropriate to require the CLECs to issue the statement of consumer rights. The Commission encourages, however, CLECs to develop and make available a similar consumer rights document, setting out the rights applicable to their subscribers.

#### **Review of the Terms of Service**

36. The Commission notes that in the price cap decisions, it concluded that it would await the completion of this proceeding before deciding whether it was necessary to initiate another proceeding to review the Terms of Service.
37. The Commission also notes that, as part of this proceeding, the Consumer Groups questioned the effectiveness of the Terms of Service, particularly since they were developed over 20 years ago.

38. The Commission notes that the Terms of Service are regularly updated based on the ILECs' respective initiatives, or pursuant to various Commission directives.
39. The Commission considers that the statement of consumer rights will be sufficient to meet the information needs of consumers with regard to their rights. The Commission therefore determines that it is unnecessary to initiate another proceeding to review the Terms of Service.

#### **Forborne local services markets**

40. The Commission notes that in *Forbearance from the regulation of retail local exchange services*, Telecom Decision CRTC 2006-15, 6 April 2006, it established an analytical framework for the consideration of applications requesting forbearance from the regulation of local exchange services. In that Decision, the Commission reviewed various consumer rights in order to determine whether market forces would be sufficient to protect the interests of consumers in forborne local services markets, and set out a view as to which consumer rights should remain in effect. The Commission determined that most of the Terms of Service in forborne local services markets should be a matter of agreement between the ILEC and the customer, and not explicitly regulated.
41. Accordingly, given that there could be a significant difference between the consumer rights mandated for regulated local services markets and those that may be applicable in forborne local services markets, the Commission does not consider it appropriate to impose the statement of consumer rights established in this proceeding for services provided in forborne local services markets.
42. The Commission is of the view, however, that clearly communicating consumer rights in forborne markets would assist customers in making informed decisions, and would allow them to benefit from competitive markets. Accordingly, the Commission considers that the establishment and communication of consumer rights will be important in forborne markets and encourages all local exchange carriers (LECs) to provide their customers with comprehensive and clear documents which explain their rights as consumers of telecommunications services.
43. The Commission expects the ILECs to consult with the CLECs and consumer groups, in the context of industry self-regulation, on the issue of establishing and communicating consumer rights in forborne local services markets. The Commission notes that if industry participants cannot develop, in a timely manner, an acceptable proposal to address the issue of establishing and communicating consumer rights in forborne markets, the Commission may initiate a further proceeding to determine whether a consumer rights document should be established for all LECs operating in forborne local services markets.

Secretary General

*This document is available in alternative format upon request, and may also be examined in PDF format or in HTML at the following Internet site: <http://www.crtc.gc.ca>*

## You have rights.

### Information about your local home telephone services\*

The Canadian Radio-television and Telecommunications Commission (the CRTC), the federal body responsible for regulating your telephone service, offers you this guide to help you to understand your rights with respect to local home phone services regulated by the CRTC. One of the CRTC's goals is for everyone in Canada to have access to reliable and affordable local telephone service. Your local phone service includes basic phone service and other optional local services you subscribe to (for example call answer, call waiting and call display). The information contained in this guide does not necessarily apply to cellular phone service or local phone service offered by a competitive service provider.

Read on to find out more about:

- Your right to local telephone service
- Your right to choose a phone company
- Your rights regarding deposits for service
- Your rights when the phone company wants to cut off your phone service
- Your rights when you want to discontinue your phone service
- Your right to block outgoing long distance and 900 and 976 calls
- Your additional rights if you are a person with a disability
- Your right to keep your information confidential
- Your rights regarding unsolicited telephone calls
- Your right to protect your privacy when calling or being called
- Your right to control access to your home
- Your rights regarding the wiring and equipment inside your home
- Your right to refunds
- Your right to detailed monthly billing information
- Your right to register a dispute or complaint
- Your right to participate in CRTC proceedings

You will find more complete information about your business relationship with the phone company in the "terms of service" section in the front of your telephone directory (the white pages). You may also consult with your phone company or the CRTC to obtain further information about your rights. Contact details for the phone company are included in your telephone directory and your phone bill. Contact details for the CRTC can be found at the end of this guide.

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\* The rights summarized in this guide are for informational purposes only and do not represent a complete list of your rights. The information contained in this guide may also be subject to change. This guide does not change or add to any existing rules or laws. In the event of any inconsistencies between this guide and any existing rule or law, the existing rule or law will prevail.

You also have other rights that apply to your telephone service and that do not fall under the CRTC's mandate. These other rights include, for example, those provided by the *Personal Information Protection and Electronic Documents Act*, under the jurisdiction of the Office of the Privacy Commissioner of Canada.

## **Your right to local telephone service**

*Everyone in Canada has the right to receive basic local telephone services, subject to certain conditions.*

You have the right to receive the following basic services as part of your local telephone service, where they are available:

- local calling;
- access to emergency services through 9-1-1;
- access to the operator and directory assistance;
- access to long distance calling;
- touch-tone dialing;
- access to special features, such as call display blocking;
- access to message relay service, which is used to facilitate communications with persons with speech or hearing disabilities;
- a copy of the white and yellow pages of the local phone directory.

These services may not be available in all parts of the country but, where they are available, the phone company must provide them.

When there is phone service in your area and you have the required credit rating or credit guarantees, or if you are required to pay a deposit (see "Your rights regarding deposits" section), the phone company must provide local telephone service to your home. There may be instances where the phone company requires access to your property in order to provide phone service to you.

You are entitled to pay the initial connection charges over a period of up to six months for local telephone service.

In areas where there is no telephone service, there may be options to make phone service available, if you agree to pay certain construction charges. If local telephone service is currently unavailable in your area, contact a phone company providing service in the nearest area and ask them to quote you a price for providing phone service to your home. You are entitled to pay any construction charges on a reasonable instalment basis.

## **Your right to choose a phone company**

*When more than one phone company offers service in your area, you can choose from whom to buy phone services, you can switch phone companies or you can buy some services from one phone company and other services from another.*

You have a right to choose your phone company and to choose the services that you receive from the phone company. You do not have to buy all of your services from the same phone company. For example, some customers buy their local telephone service from one company and their long distance service from another.

You have the right to change companies where more than one phone company offers service in your area. You can also change the services you are buying from any company (see "Your rights when you want to discontinue phone service" section).

In most circumstances, you will be able to keep your phone number when you change phone companies, providing that you stay within the same local telephone service area. Consult your new phone company for further details.

## **Your rights regarding deposits for service**

*Your phone company may only ask for a deposit in specific circumstances and there may be alternatives to paying a deposit.*

The phone company may ask you for a deposit if you do not have a credit history with the company and you cannot provide satisfactory credit information, you have a poor credit rating with the phone company, or you otherwise pose a high risk of not paying your telephone bill.

The deposit, where required, generally does not exceed the total of three months' phone charges from the company, including charges for local phone service and any extra services you decide to purchase, such as long distance service and optional local services.

The phone company must inform you of the reasons for asking you to pay a deposit and explain that there may be other options available. For example, you can arrange for someone else, who has a good credit rating with the phone company, to sign a contract with the phone company, agreeing to pay your bill if you don't. This person is called a guarantor. You can also have someone else pay your bill for you. Another option is to get a letter of credit from a financial institution.

You earn interest on any deposit you have paid to the phone company. The amount of your deposit and the interest you have earned will periodically be shown on your phone bill.

The phone company must periodically review the need to keep your deposit, or the alternatives to the deposit. If the reasons that justified the need for your deposit are no longer present, the phone company must return your deposit, and any interest, to you promptly.

If you cancel your service with your phone company, your deposit plus interest will be returned to you, less any amounts that you still owe.

## **Your rights when the phone company wants to cut off your phone service**

*Your phone company can only disconnect your local phone service in specific circumstances and after taking specific steps.*

### **Circumstances when your local phone service cannot be cut off**

Under no circumstances can the phone company cut off your local phone service because you have not paid for other phone services, such as long distance, Internet or cellular services.

The phone company cannot cut off your local phone service at one location because you have not paid your bill for a different type of service at another location, such as business phone service. Also, if you are a guarantor who promised to pay someone else's bill, the phone company cannot cut off your local phone service because you have not paid that person's bill.

If you are unable to pay the full amount that you owe for your phone services, you have the right to arrange a reasonable payment plan with the phone company. The phone company cannot cut off your local phone service if you are willing to enter into, and honour, a reasonable payment plan. You may also want to consult with your phone company to find out what optional services you can discontinue or block in order to reduce your phone bill (see "Your right to block outgoing long distance and 900 and 976 calls" section).

If you believe that some of the charges in your phone bill are incorrect, you have the right to dispute them. You must let the phone company know that you are disputing the phone bill and pay the part of your phone bill that is unrelated to the disputed charges. The phone company cannot charge you interest or cut off your local phone service because you do not pay the disputed charges, unless it has reasonable grounds to believe that you have disputed the charges as a way to avoid or delay making a payment.

### **Circumstances when your local phone service can be cut off**

The phone company can only cut off your local phone service in limited circumstances, such as:

- when you owe the company more than \$50 for your local phone service, including local optional services;
- when your local phone service charges have been past due for over two months;
- when you fail to provide or maintain a reasonable deposit or an agreed upon alternative (see "Your rights regarding deposits" section);
- when you have failed to honour the terms of a payment plan arrangement;
- when you use, or allow someone else to use, your phone for illegal purposes or to make annoying or offensive calls.

Having your local phone service cut off is a very serious matter. Contact the CRTC if you would like to clarify when the phone company can and cannot cut off your phone service.

### **Steps the phone company must take**

The phone company cannot cut off your telephone service without providing reasonable advance notice in order to allow you the opportunity to pay outstanding bills, make payment plan arrangements, sort out misunderstandings, or take other actions to prevent your local phone service from being cut off.

The phone company must first contact you and explain why it is planning on cutting off your service. If the reason for ending your service is related to outstanding debt, the phone company must also let you know that you can enter into a reasonable payment plan, what the reconnection charge will be, and the phone number of a company representative you can talk to if you are disputing charges. If the phone company cannot reach you by phone, it must provide this information to you in a written notice to your billing address, or by fax or electronic document.

If the situation has not been resolved, the phone company must provide at least 24 hours' notice prior to cutting off your service, except in very limited circumstances.

### **Reconnection of service**

The phone company must restore your local phone service when the reason the service was cut off no longer exists. There may be a charge to reconnect your phone service.

If the disconnection of your local phone service was in error or otherwise improper, the phone company must restore your service free of charge. Your phone service will usually be reconnected during business hours on the next working day.

## **Your rights when you want to discontinue your phone service**

*You can discontinue your phone service at any time. However, there are conditions associated with ending your phone service. In most circumstances, you will be expected to provide the phone company with reasonable advance notice that you wish to end your phone service.*

Before you cancel your phone service, you should be aware of the minimum contract period you have entered into with your phone company. Most customers are subject to a one-month minimum contract period.

If you want to end phone service after the end of your contract period, you will only have to pay the charges incurred up to the date that your service ends, provided that you have given your phone company reasonable advance notice.

If you want to end phone service before the end of your contract period, additional charges may apply.

There are circumstances when the rules regarding ending phone service are different, such as when someone takes over a customer's phone service, if a customer's home becomes uninhabitable for reasons beyond the customer's control, or in the event of a customer's death. Since these circumstances are very specific, you should consult your phone company or refer to the "terms of service" found in your telephone directory pages for more information.

## **Your right to block outgoing long distance and 900 and 976 calls**

*You can have outgoing long distance calls and 900 and 976 calls blocked. You have the right to have charges for calls to 900 and 976 services waived by the phone company the first time they are reasonably disputed.*

Your phone company can set up your phone service so that long distance phone calls cannot be made from your telephone. This long distance blocking service is free, and there is no monthly charge.

You also have the right to block outgoing 900 and 976 calls from your telephone. There may be a one-time charge of no more than \$10.00 to set up the 900 and 976 blocking service, and there is no monthly charge. There may be a charge should you decide that you want to have one or both of these services reactivated on your phone.

### **Responsibility for 900 and 976 calls**

You have the right to reasonably dispute 900 and 976 charges. The phone company will waive these charges from your bill the first time they are reasonably disputed. The phone company may offer to provide you with 900 and 976 blocking service and if you do not accept this service, you will be responsible for paying any future 900 and 976 charges that appear on your bill.

### **Your additional rights if you are a person with a disability**

*There are certain services available for persons with disabilities, some of which may be provided at a discount or free of charge.*

If you are registered with the phone company as having a disability, you may be able to receive certain services, such as:

- message relay service available 24 hours a day, 7 days a week, at no charge;
- a 50% discount on long distance charges for calls within Canada made using a Telecommunications Device for the Deaf (TDD); and/or
- free directory assistance.

A customer who is blind or has a visual impairment has the right to receive billing statements, bill inserts and other billing information in an appropriate alternative format. This could be in Braille, large print, electronic version, or in another format that is agreed upon between the customer and the phone company.

Speak to your phone company to find out about these and other available services and equipment that are specially adapted to meet the needs of persons with disabilities.

### **Your right to keep your information confidential**

*Except for your name, address and listed telephone number, all the information that the phone company has about you is confidential.*

The phone company may not give out personal information, other than your name, address and listed telephone number, unless you expressly give them permission to do so. There are however a few exceptions to this rule. The phone company may give out your confidential information without your express permission when it has a legal obligation to do so, as well as for very specific

purposes associated with your phone service. The specific purposes for which your phone company may give out your confidential information without your express permission are listed in the "terms of service" found in the telephone directory pages.

You, or a person acting on your behalf, always has the right to access your confidential information. You also have the right to review any phone company records regarding your telephone service.

## **Your rights regarding unsolicited telephone calls**

*There are rules in place to help you reduce the number of unsolicited calls that you receive.*

### **Ways to reduce unsolicited calls**

You should be aware that the phone company may make your name, address and listed telephone number available to telephone directory publishers. The telephone directory publisher can, in turn, provide your information to organizations which could lead to unsolicited telephone calls to your home.

In order to reduce unwanted telephone calls, you may subscribe to an unlisted number service. This service will remove your name, address and telephone number from the telephone directory and from directory assistance. A charge of no more than \$2.00 per month will apply. Alternatively, you may specifically request that the telephone directory publisher not sell or distribute your information to any other parties.

### **Telemarketing rules**

Subscribing to an unlisted number service or requesting that your information be removed from the lists given out by publishers of telephone directories may not be enough to stop unsolicited telephone calls. Other rules do exist to protect you from unwanted telemarketing received by means of:

- automated calls;
- live calls; and
- faxes.

You have the right to complain to your phone company, or the CRTC, if a telemarketer does not comply with any of the following telemarketing rules. The telemarketing rules listed below are under review by the CRTC and may be subject to change. Contact the CRTC directly for up-to-date information on the telemarketing rules.

#### ***Automated calls***

Automated calls make use of equipment that stores and dials telephone numbers automatically and can include a pre-recorded message that is played when the phone is answered. Automated calls cannot be used for the purpose of solicitation. This includes automated calls made on behalf of a charity, calls requesting that you hold until an operator is available, or calls referring you to a 900 or 976 number.

Automated calls are only allowed when there is no attempt to solicit, for example if you are called for public service reasons, for emergency purposes, to collect on an overdue account, or to participate in research. Such calls are only permitted from 9:30 a.m. to 8:00 p.m. on weekdays, 10:30 a.m. to 5:00 p.m. on Saturdays, and noon to 5:00 p.m. on Sundays. There are no hour restrictions, however, if the automated call is made for public service reasons.

Automated calls must start with a clear message telling you who is calling, including a mailing address and a local or toll-free telephone number. Automated calls must display the number where the call is coming from or an alternate contact number.

### ***Live calls***

When live telemarketers contact you, they must identify the person or organization that they represent. The telemarketer must, if you request it, provide the name, address and telephone number of a person whom you can contact. Telemarketers are required to display the number where the call is coming from or an alternate contact number.

There are no hour restrictions on live telemarketing calls.

If you do not wish a telemarketer to contact you again, you have the right to request that the telemarketer place you on its "Do not call" list. Your name and number must be removed from that telemarketer's calling list within 30 days of your request. Telemarketers are required to maintain your name on their "Do not call" lists for 3 years.

### ***Faxes***

A fax from a telemarketer must identify the person or organization on behalf of whom the fax is sent, including the name, address, telephone number and fax number of a person whom you can contact. The fax must display the number where the call is coming from or an alternate contact number. Telemarketing faxes can only be sent on weekdays between 9:00 a.m. and 9:30 p.m. and on weekends from 10:00 a.m. to 6:00 p.m.

If you do not wish to receive a telemarketer's faxes again, you have the right to request that the telemarketer place you on its "Do not call" list. Your name and number must be removed from that telemarketer's calling list within 7 days of your request. Telemarketers are required to maintain your name on their "Do not call" lists for 3 years.

## **Your right to protect your privacy when calling or being called**

*You can protect your privacy when calling or being called.*

### **Protecting your privacy when making telephone calls**

If you don't want someone you are calling to see your name and telephone number on a call display system, you can make use of call blocking service. The person you are calling will see an empty screen or a message such as "private number". Call blocking service is provided free of charge when used on a per-call basis, by dialling a specific set of numbers before making the call. Automatic call blocking service on all your outgoing calls may also be available, but monthly

charges may apply. Various social service agencies and certain subscribers may be able to receive automatic call blocking free of charge. Call blocking may not effectively protect your identity when making international calls. For international calls, you may wish to use another method, such as having the operator place the call for you.

### **Protecting your privacy when receiving telephone calls**

If you are being harassed by persistent and/or threatening phone calls, and believe that legal measures are necessary, you may use call trace service. Call trace service allows the phone company to provide the caller's telephone number to the police. You are responsible for informing the police of your situation and your call trace request. Charges may apply for using call trace service, up to a maximum of \$10.00 per month.

Other optional services, such as call display which will allow you to see the name and/or number of the caller, may be available to help you protect your privacy. Contact your phone company, or refer to your telephone directory, to find out more about these services, including any charges that may apply.

### **Your right to control access to your home**

*You have the right to control access to your private property.*

Your phone company can request permission to enter your premises during reasonable hours in order to perform various services, such as installing, inspecting, repairing or removing its facilities or equipment. Your phone company is required to get permission before it is allowed to enter your home, except in cases of emergency or legal power. The phone company representative must show you a piece of company identification upon request.

### **Your rights regarding the wiring and equipment inside your home**

*You have choices when it comes to the telephone equipment and wiring inside your home.*

You have the option of purchasing or renting telephone equipment, such as a telephone or fax machine, from your phone company. You can also purchase telephone equipment from anyone else that sells such equipment. The telephone equipment must comply with Industry Canada technical specifications.

Most customers are responsible for the telephone wiring inside their homes. If you need telephone wiring inside your home installed, repaired or maintained, you can either hire a contractor or the telephone company to do it, or you can do it yourself. If you live in a rental property, you should speak with your landlord to determine who is responsible for the inside wiring of your residence. If you have multi-line service, or if you are without a telephone jack, the phone company is responsible for the wiring inside your home.

## **Your right to refunds**

*You may be entitled to receive refunds when there are problems with your phone service, billing errors, or directory errors.*

### **Refunds for service problems**

You have the right to a refund for the period in which you experienced any technical problems with your telephone services, as long as they are not related to your wiring or equipment. You may be automatically entitled to a refund without request when the problem lasts for 24 hours or more, from the time that the phone company is advised of the problem.

### **Refunds for billing errors**

You should inform your phone company if you notice that your telephone bill includes a charge that should not have been billed or that was overbilled. You have the right to receive a refund for any billing error as long as you report it within a set period of time. Billing errors for monthly charges, such as local telephone service, must be disputed within one year, while billing errors for non-recurring charges, such as directory assistance charges, must be disputed within 150 days of the date of the bill. Any refund that you receive for a billing error should also be credited with interest.

### **Refunds for directory errors**

If there is an error in your telephone directory listing or your listing has been omitted, you may be able to receive a refund if you have paid any charges for the listing.

If the error relates to your phone number, you have the right to have your incoming phone calls referred to your correct telephone number free of charge. This service will be provided until an updated directory is made available. Number referral service will also generally be provided if the phone company changes your telephone number for whatever reason, for a limited period of time.

## **Your right to detailed monthly billing information**

*You have the right to receive a detailed billing statement every month.*

The phone company must provide you with a monthly billing statement which details what local and optional services you subscribe to, and how much you are paying for each service.

The prices for some of the services that you receive may change over time, and the phone company does not necessarily have to notify you before it decides to change them. If you have concerns about an item in your billing statement, contact your phone company or the CRTC.

## **Your right to register a dispute or complaint**

*You have the right to dispute charges and to file a complaint about the service you receive. There are processes in place to assist you if you are having difficulties getting service or answers from your phone company.*

## **Disputing phone charges**

You have the right to dispute any telephone charges on your billing statement that you believe are incorrect. If you dispute a telephone charge, the phone company will investigate your claims, and will make the results of its investigation available to you. The phone company cannot consider the charges that you are disputing to be past due, but you are required to pay the undisputed portion of your bill.

As a general rule, the phone company cannot threaten to suspend or cut off your phone service over any amounts that you are disputing (see "Your rights when the phone company wants to cut off your phone service" section).

Various scams and frauds exist that may affect your telephone service and could lead to additional charges on your phone bill. You are responsible for keeping yourself informed and protecting yourself against various scams and fraud. For more information about known scams and fraud, contact your phone company.

## **Complaints**

You also have the right to complain to the phone company if you have any problems with the service you receive. If you have a dispute or complaint, the first step is to speak to your phone company. If the representative handling your call cannot resolve the problem to your satisfaction, you can ask to speak to the service manager or a supervisor in the customer service department.

If you are still not satisfied with the answer you are getting, you can contact the CRTC. The CRTC will ask the phone company to respond to your concern shortly thereafter. You should receive the phone company's response within 20 days. If the CRTC is not satisfied with the phone company's response, it may investigate the matter further.

If you wish to register a complaint, or want to find out more about your rights in general, you can contact the CRTC by:

- Telephone (toll-free): 1-877-249-CRTC (2782)
- Telephone for TDD users (toll-free): 1-877-909-2782
- Facsimile: 1-819-994-0218
- CRTC Internet address: [www.crtc.gc.ca](http://www.crtc.gc.ca)
- Mailing address: CRTC, Ottawa, Ontario, K1A 0N2

## **Your right to participate in CRTC proceedings**

*Any interested person or association may participate in CRTC public proceedings, or may submit comments or concerns to the CRTC.*

Any person, or group of persons, can participate in public proceedings held by the CRTC. You can find out about upcoming proceedings through official CRTC announcements which are available from any CRTC office and the CRTC's website at [www.crtc.gc.ca](http://www.crtc.gc.ca). The CRTC may also

communicate important information through billing inserts in your phone bill. You may contact the CRTC at any local office to find out more information:

**Central Office**

Les Terrasses de la Chaudière Central Building  
1 Promenade du Portage  
Gatineau, Quebec  
J8X 4B1  
Tel: 819-997-0313  
TDD: 819-994-0423

**Nova Scotia**

Metropolitan Place  
99 Wyse Road  
Suite 1410  
Dartmouth, Nova Scotia  
B3A 4S5  
Tel: 902-426-7997

**Quebec**

205 Viger Avenue West  
Suite 504  
Montréal, Quebec  
H2Z 1G2  
Tel: 514-283-6607

**Ontario**

55 St. Clair Avenue East  
Suite 624  
Toronto, Ontario  
M4T 1M2  
Tel: 416-952-9096

**Manitoba**

275 Portage Avenue  
Suite 1810  
Winnipeg, Manitoba  
R3B 2B3  
Tel: 204-983-6306  
TDD: 204-983-8274

**Saskatchewan**

Cornwall Professional  
Building  
2125 11th Avenue  
Suite 103  
Regina, Saskatchewan  
S4P 3X3  
Tel: 306-780-3422

**Alberta**

10405 Jasper Avenue  
Suite 520  
Edmonton, Alberta  
T5J 3N4  
Tel: 780-495-3224

**British Columbia**

580 Hornby Street  
Suite 530  
Vancouver, British Columbia  
V6C 3B6  
Tel: 604-666-2111  
TDD: 604-666-0778