March 1, 2013

John Traversy
Secretary General
Canadian Radio-television and Telecommunications Commission
Les Terrasses de la Chaudière
1 Promenade du Portage
Gatineau, Quebec J8X 4B1

Dear Mr. Traversy,

Re: Telecom Notice of Consultation 2012-557 *Proceeding to establish a mandatory code for mobile wireless services* – Final written comments

1. The Canadian Wireless Telecommunications Association (CWTA) is the authority on wireless issues, developments and trends in Canada. It represents cellular, PCS, messaging, mobile radio, fixed wireless and mobile satellite carriers as well as companies that develop and produce products and services for the industry. CWTA is pleased to file its final written comments with respect to the above-noted proceeding.

2. During its February 11th appearance at the public hearing component to TNC 2012-557, CWTA submitted that the underlying basis of a Wireless Code should not be to strike a balance between the interests of the industry and consumers. Rather, the Wireless Code should balance market forces and regulation to the greatest benefit of consumers.

3. CWTA also submitted that the Wireless Code should respond to two objectives:
   - The Government's 2006 Telecommunications Policy Direction to use "measures that are efficient and proportionate to their purpose and that interfere with the operation of competitive market forces to the minimum extent necessary," and
   - The Commission's own conclusion that "consumers need additional tools to better understand their basic rights, as well as their service providers' responsibilities with respect to mobile wireless services."

4. We note that the Commission's Draft Code (issued with TNC 2012-557-3), and the options it provides, in most cases responds to these objectives. Not surprisingly, a pattern of consensus among the industry and consumer and other advocacy groups with respect to the majority of the elements in the CRTC Draft Code was clear throughout the public hearing process. As CWTA stated on February 11, the majority of the clauses from the Draft Code, with some cosmetic amendments or clarifications in some cases, are ready for inclusion in the final Wireless Code. It is clear that the Commission listened to Canadians and service providers in tabling a first-class Code.

5. This submission therefore primarily addresses those elements of the Draft Code that were the subject of greatest debate throughout the hearing process. We maintain the best direction in each instance is that which best responds to the Commission's stated objectives for this proceeding and is most consistent with the requirements of the Policy Direction.

6. First and foremost, no element of the Wireless Code should remove any options for consumers that exist in the market today, or result in any unintended negative consequences for Canadian wireless subscribers. By focusing on this result, Commission will achieve a balanced Code that provides the tools and options that consumers demand, and that provides flexibility for service providers to respond to new innovations and new business models.

The CRTC must exercise its mandate as the federal telecommunications regulator and implement a single national Wireless Code that applies to all wireless agreements in Canada

7. CWTA strongly submits that the outcome of this process should be one set of rules that applies equally to all wireless consumer agreements, in all provinces and territories. CWTA maintains that consumers, carriers and the regulator would be better served by a proportionate and symmetrical set of federal regulations, rather than an asymmetrical and inefficient patchwork of different provincial frameworks. CWTA is not alone in this opinion; elected officials from multiple provinces have also publicly stated that this field is best occupied by the dedicated federal regulator, and they await a national code.

8. For example, in announcing Nova Scotia's new provincial regulations governing wireless services agreements, Service Nova Scotia Minister John MacDonell "said federal rules would trump the province's."[1] Indeed, the provinces have been clear that they moved ahead with regulating telecommunications services agreements only because there was not federal regulation. Said Ontario MPP Margaret Best: "I am encouraged to hear that they [the CRTC] are taking action with respect to this and am looking forward to it. But in the interim, life goes on here in the province of Ontario. We have a responsibility to Ontario consumers, and that is why we want to act with respect to this bill, because I don't know how long these hearings are going to go on."[2]

9. These elected officials recognize the clear jurisdiction of the Commission with respect to telecommunications regulation. They see their role as filling a vacuum at the federal level, rather than attempting to co-exist with federal regulations. Over a century of jurisprudence, legislation and regulation have established that interprovincial telecommunications services are to be subject to federal jurisdiction in Canada. Bell and PIAC's filing on the constitutional jurisdiction over the regulation of cell phone contracts further underlines the depth and range of jurisprudence and legal opinion confirming the Commission's sole jurisdiction once it acts to regulate in the field of telecommunications.

[1] Source*: The Chronicle-Herald*. February 16, 2013.
[2] Source: Queen's Park Hansard. September 20, 2012.

10. It could further be argued that the Telecommunications Act not only authorizes the Commission to regulate wireless agreements at a federal level; in the face of disparate provincial wireless regulations, the Act compels the Commission to do so.

11. Section 7(c) of the Act: "*to enhance the efficiency and competitiveness, at the national and international levels, of Canadian telecommunications.*" The current patchwork approach is anything but efficient.

12. Currently, different provinces require contracts to be issued in different formats and at different times. Different provinces allow customers to amend or cancel contracts under different circumstances. Different provinces employ different terms to refer to the same things, and the same terms to refer to different things. The phrases 'material and immaterial terms,' 'indefinite term contracts,' 'core and non-core offerings,' and 'essential and non-essential elements' are all used to refer to similar, but not identical, elements of agreements. One province requires all of a contract's contents to be listed, somehow, on "the initial pages." One province requires carriers to cut-off the service of customers who do not explicitly renew their service, while others provinces require those customers to be placed onto indeterminate month-to-month arrangements. Some provinces extend the scope of their legislation to cable and satellite television agreements as well, further challenging federal jurisdiction by attempting to regulate the sale of broadcasting services. One province would require federally-licensed undertakings, under the guise of wireless contract regulation, to inform their customers of any political messaging the government wanted to send to its residents.

13. Expecting consumers to navigate co-existing wireless contract regulations depending on the province they live in will not enhance the competitiveness of the industry at the national level. Further, requiring carriers to maintain up to 14 different marketing, contracting, and billing systems, and 14 sets of training practices for customer service staff, and expecting national call centre staff to be knowledgeable about 14 different sets of detailed rules and regulations, would significantly hamper their ability to serve Canadians efficiently and effectively.

14. Finally, the Commission asked virtually every intervener during the public hearing to describe a successful Wireless Code. CWTA submits that the preeminent measure of a successful Wireless Code is one set of regulations that applies to all wireless agreements made in Canada. We further submit that the success of a national code could not be measured if it were to co-exist with provincial legislation and regulations. Co-existing federal and provincial codes would make it impossible to accurately measure the success of either. Improvements or problems in any area of the market could not be reliably attributed to either federal or provincial regulation, making it impossible to address problem areas to better serve consumers.

The Wireless Code should come into force when it can apply equally to all *new* wireless agreements in Canada

15. CWTA fully supports that the Wireless Code be implemented as soon as possible. However, we reiterate that the CRTC must fully consider the following circumstances in establishing an effective date (or dates) for the Wireless Code:

- Not all carriers will have the same readiness to implement new billing and customer support systems and particular consideration should be given to carriers that have only recently completed a significant modifications to align with provincial regulations; and

- Some elements of the Wireless Code will take longer to implement than others and a staggered or phased implementation process may be more suitable.

16. We note that the Commission has received through various undertakings estimates from service providers on the projected implementation time of various elements of the Wireless Code. While these estimates may allow for a natural staggered, or phased, implementation, we submit that the Wireless Code must establish a consistent set of rights and responsibilities for all Canadian wireless consumers and service providers.

17. Any phased implementation process must be done so at an industry-wide level – i.e. all service providers must meet phases 1, 2, etc. at the same time. The implementation date, or dates, must then be set to allow those service providers that will have the greatest administrative and technical burdens enough time to comply. Staggering implementation based on different classifications of carriers would, result in uneven rules and an unevenly competitive marketplace for a fixed time period that would serve only to confuse and frustrate consumers. At no time should there be a situation where the customers of some service providers are protected by the Wireless Code while subscribers to another service provider are not.

18. The precedent in retroactively applying new regulations to existing agreements is as clear as the jurisdictional arguments. Absent any express direction from a legislature, industry regulation has never come into force retroactively in any industry. CWTA notes that this precedent has been respected in all provinces that have enacted wireless services contract legislation to date. Rather, the provinces have used the 'grandfathering' approach, whereby fixed-term contracts signed prior to the effective date of the provincial regulations remain in force until they expire or are cancelled. This approach should be maintained in implementing the Wireless Code.

19. CWTA notes that the question of "when do changes to an existing contract effectively make it a new contract?" featured prominently during the public hearing. We submit that the most straightforward trigger to use to identify the creation of a 'new' contract would be any extension of the commitment period for the service term or the device subsidy. Using the addition of an optional service to the agreement, no matter how 'material' that service is perceived to be, would ultimately be arbitrary, subjective and not straightforward for service providers or consumers.

The Wireless Code must apply to pre-paid service in a clearly defined way that does not remove any options for consumers, or business models, that exist in the market today

20. CWTA notes that the impetus for regulating wireless agreements, and the resulting rules and regulations at the provincial level, in other countries, and in the majority of the Commission's Draft Code, is post-paid-specific, i.e., to prevent "bill shock." By its very nature pre-paid service does not entail bill shock, as it does

not involve bills. Further, as CWTA submitted in its February 22nd undertaking, many of the elements in the CRTC Draft Code, as currently written, simply could not apply to pre-paid service business models.

21. As a rule, CWTA supports clear and transparent service terms, accurate advertising, accessible privacy policies and advanced notification of service changes for all wireless customers, including pre-paid customers. However, we also support consumer choice, and strongly submit that any elements of the Wireless Code applied to benefit pre-paid consumers must not remove any options for consumers that exist in the market today. The ability to acquire wireless service in a convenience store, gas station or supermarket with no customer service interaction is an option that many consumers prefer and use today. Such options should not be eliminated by the Wireless Code.

22. For example, expecting a cashier in a supermarket to fill in the Commission's proposed 'personal information summary' when ringing in a cart load of groceries, and happening upon a pre-paid phone, is not realistic. Moreover, the notion of 'personal information' is not the same in pre-paid and post-paid scenarios. A customer does not have to provide any personal information whatsoever to acquire pre-paid services in Canada.

23. Finally, CWTA maintains that pre-paid service is not defined solely by the purchase of minutes that should never expire. Pre-paid service models are based on access to the network (e.g. the ability to receive or send calls, texts or data) as well as stated usage volumes (e.g. a set number of minutes, texts or megabytes; or unlimited usage for a fixed duration). Pre-paid wireless service balances also typically do not have an 'expiry date'; rather they have a usage period that begins once the balance is activated. And many pre-paid services also allow customers to carry over unused minutes to a new usage period as long as the customer refreshes the account before the end of the term.

24. A prohibition on the expiry of pre-paid minutes would therefore fundamentally alter pre-paid business models. It would also be impossible for many service providers to comply with. CWTA has consistently submitted that eliminating usage-period provisions from the pre-paid business model would result in a never-ending increase of unused telephone numbers. These unused numbers would also technically count as wireless subscribers, as carriers could never be certain if five people held five numbers, or if one person held all five – they would register as five subscribers, when in reality, they may be one. This over-reporting of subscriber bases would run Canada's publicly-trade service providers afoul of securities regulations.

25. CWTA notes that interveners who spoke in favour of requiring wireless carriers to keep pre-paid accounts open indefinitely spoke in terms of the 'perception' that these minutes were being "confiscated," but did not speak to the fundamentals of the underlying "time+usage" business model. Nor did they address how such a requirement would outweigh the downside of introducing new area codes more frequently to make up for wasted telephone numbers. Nor did they address the possibility that publicly-traded companies might lose count of their exact number of subscribers.

26. CWTA was unable to identify any jurisdiction where the time+usage business model runs afoul of regulation and service providers are not permitted to repatriate phone numbers from dormant accounts. Consumers

who purchase access to a network do so for a pre-set period of time, and/or a pre-set amount of usage. Pre-paid business models have evolved this way around the world, in recognition that requiring a pre-paid account to remain active for years with one or two minutes of time allocated to it would be a recipe for wasted telephone numbers, and would make it impossible for carriers to be certain how many actual subscribers they were serving.

The consumer right that 'Service providers cannot unilaterally change services that consumer cannot change, cancel or choose not to use' should be embedded in the Wireless Code

27. CWTA submitted in its February 11 opening remarks that "more so than any other element of the Code, the rules governing changes, and the way they must be reflected in service agreements, must clearly communicate the consumers' basic rights and the service providers' responsibilities." We maintain this position.

28. Much of the frustration from wireless consumers stems from changes to contract terms that the consumer was unaware could be subject to change under the terms of the agreement. We submit that the Draft Code, which would allow service providers to change any terms as long as they stipulated the terms that could be changed in the contract, does little to address the situation. Phrases such as 'material terms,' 'indefinite term contracts,' 'core and non-core offerings,' and 'essential elements,' only further confuse consumers.

29. This is why CWTA strongly recommends that contracts must stipulate which services could be changed by the consumer or the service provider. This is not just a language preference; we recommend the Commission embed the consumer right that "service providers cannot change services that customers cannot themselves change, cancel or choose not to use" in the Wireless Code. We believe the introduction of this regulation would provide clarity and consistency across the industry, as well as flexibility for consumers and service providers.

30. Under this proposal, when a consumer agrees to a fixed term for any service, they are ensuring that neither they nor the service provider can unilaterally change the price, term or volume of that service for the duration of the agreement. Conversely, if they prefer a monthly term for any service, they can amend or drop it at any time, and the service provider could also change the price, term or volume of that service by providing 30-days' notice.

31. For example, while a consumer may prefer a fixed term for voice and data, they may prefer to have a monthly term for their text, or a monthly voicemail plan to maintain flexibility. By the same token, a consumer may also elect a fixed term for voicemail, if offered, knowing they will always want voicemail, but preferring that its price not change over the course of the contract. The Wireless Code should require contracts to clearly state which services are fixed, monthly, and pay-per-use, but should reflect maximum consumer flexibility and technological neutrality in not codifying which services must be included under which category.

32. In terms of the language used to describe this element the Wireless Code, CWTA submits that its proposed code – which stipulated the separate rights regarding fixed term services, monthly term services, pay-per-use

services[3] and positive or neutral changes – clearly conveyed this important consumer right. We submit that CWTA's proposed wording could be augmented to more clearly express the rights regarding changes by being preceded by the statement:

> "Service providers cannot unilaterally change services that consumer cannot change, cancel or choose not to use."

33. The Wireless Code must also clearly eliminate any ambiguity by removing the language from the "Changes to contracts by service providers" section related to consumers refusing changes or cancelling service. Once the proper consumer rights are in place, any attempt by a service provider to unilaterally change a fixed service in a way that would increase the consumer's obligations or reduce the service provider's obligations would be a contravention of the Wireless Code and subject to enforcement.

34. As well, ambiguous language that may allow consumers to refuse changes to non-fixed services would result in endless versions of contracts based on which consumers accepted which changes at what time. It would do little to further subscriber rights and would be a logistical nightmare for service providers to manage. In any event, under the Wireless Code consumers will be able to cancel service, immediately, at any time, and for any reason by paying out their remaining device subsidy. The "Contract cancellation" section is universal and should not be countered or superseded by any other element of the Wireless Code.

<u>Clarification of rights related to changes to pay-per-use services</u>

35. During its February 11th appearance at the public hearing, CWTA stated that its proposed clause allowing pay-per-use services to be changed at any time without notification to consumers should be amended to ensure consumers are notified of changes to pay-per-use services. On further reflection, we resubmit, and would like to clarify, that notification should not be required for changes to pay-per-use services.

36. CWTA maintains that any pay-per-use service that is agreed to on a fixed-price basis as part of a contract must remain at that fixed price for the duration of the stipulated term. We also note that for many pay-per-use services, such as international roaming, consumers are informed of the price at the time they elect to use the service.

37. However, there are endless pay-per-use services (e.g. international roaming and long-distance calling) for which new prices are negotiated on an ongoing basis. Most of these services will never be used by the average consumer. We submit that consumers do not want to receive a notification via email or text message every time there is a price change to an international roaming, long-distance calling, or pay-per-use services they may never use.

[3] CWTA submits that the wording for pay-per-use services be changed from "may be changed by the service provider at any time *without notice*" to "may be changed by the service provider at any time."

38. Rather, wireless carriers should be required to maintain any rates they have committed to as part of a contract. Otherwise they should remain free to provide real-time pricing notifications where they deem appropriate, or make prices for pay-per-use services available for their subscribers to review before using the service.

Service providers should offer to provide certain, prescribed relevant information to consumers before they sign their contract, but should have the flexibility to do so in a manner that responds to their own customers' preferences

39. CWTA believes that all wireless consumers should be able to fully review and understand all elements of their wireless services agreements before signing their contract. CWTA understands the motivation behind the suggested personal information summary, but submits that the requirement should be flexible enough to ensure that consumers do not have to be walked through the info summary if they do not want to be, and that service providers can present the info summary in a manner that fits their business practices and allows them to cater the offering as a competitive differentiator.

40. Many Canadians are extremely savvy when it comes to acquiring wireless services. They've done it before, they've shopped around online, they've asked the right questions in advance, and they know exactly what they want. Requiring such consumers to fully review or be walked through a personal information summary would inconvenience them and other consumers in the same store. As SaskTel submitted during the hearing, mandatory information overload can have negative unintended consequences. Not only is the new customer unhappy because they want to be on their way with their new phone, but two other customers are unhappy because they've been waiting in line for so long.

41. Different service providers also have different ways of communicating with their customers. A prescriptive, format-specific personal information summary would effectively require all service providers to communicate with their customers in the same way, and not alter their method of communicating to respond to consumer needs. CWTA submits that service providers should be able to present the required information with a reasonable amount of flexibility, such as on the first page of the contract, with appropriate branding, in an order deemed to be more consumer-friendly, or on a tablet or large-screen monitor.

42. CWTA therefore recommends the Personalized Information Summary component of the Wireless Code only identify the information that must be offered to be provided to the consumer before they sign their contract. In terms of the actual contents, we submit that:

    - The consumer's name, phone number and client ID number are not relevant for a personal info summary – consumers already know this information;
    - The "minimum monthly cost for wireless services" and "monthly cost for Optional services" sections should more clearly identify that the minimum cost is based on those services that cannot be changed by the consumer or the provider ("fixed") and the current monthly cost for optional services is based on those services that may be changed by the consumer of the provider ("optional");
    - Privacy polices do not need to be described at the time of sale;

- Fair use policies that are directly linked to fixed or optional services should be identified where those services are described; and
- Coverage maps should be able to be reviewed in-store, rather than merely a link to coverage maps being provided.

The presence of an industry-wide, device-based early termination fee provides consumer mobility without removing any options for consumers that exist in the market today

43. The Wireless Code should not remove any options for consumers that exist in the market today, or result in any unintended negative consequences for Canadian wireless subscribers. We submit that fixing the maximum length of wireless contracts to 24 months would both remove the popular option of three-year contracts and most likely result in higher upfront device costs for consumers.

44. On the other hand, the Draft Code's proposals to allow consumers to cancel at any time (with no advance notice) and only pay the remaining device subsidy to do so, allows consumers the freedom to terminate service agreements and pay the balance on their device subsidy at their own convenience. The CRTC has stated that it is "more appropriate to deal with the effects of the three-year contracts such as transparency in billing and the cancellation fees rather than removing an option that many Canadians choose,"[4] and we fully agree.

45. Further to the Policy Direction to "rely on market forces to the maximum extent feasible as the means of achieving the telecommunications policy objectives," the market is already addressing any issues surrounding contract length. Currently, consumers can sign up for three-year contracts, they can purchase their device outright and acquire service on a month-to-month basis, or they can choose a 'Tab' model, which allows for the device to be paid over three years, but provides the flexibility to amend or terminate service terms at any time. Mandating maximum 24-month service term lengths would therefore only eliminate options from the market without creating any incremental benefit for consumers.

46. Also, the mandatory device-based ETF would make Canada's wireless regulation world-class. Many other jurisdictions do not mandate an ETF. In fact, although wireless contracts in the United Kingdom are limited to two years, service providers can charge the entire remainder of the contract amount owing if a subscriber cancels service. Therefore, if a subscriber in a 24-month contract cancelled after six months, they could be required to pay the full amount for the 18 remaining months to get out of their contract. CWTA would not support a provision so detrimental to consumers. We encourage the Commission to implement the device-based ETF from its Draft Code.

The Wireless Code should ensure consumers have the tools they need to manage their service usage and that service providers can continue to innovate to respond to consumer needs

47. CWTA maintains that service providers should be required to enable consumers to monitor and manage their service usage, but should be afforded the flexibility to tailor competitive offerings through a variety of means

[4] Source: Financial Post, January 28, 2013: "*CRTC draft code for wireless carriers asks for cellphone contract clarity, fee caps*."

(e.g. push or pull options) and for each of the individual service categories (i.e. voice, data, text, and data roaming).

48. We note the broad consensus that the appetite for usage notifications is significantly greater for data and data roaming than for voice or text usage. As such, the full suite of notification services suggested in the CRTC Draft Code applying to voice, text and data services would be unwanted and unnecessary, and would only burden service providers at no meaningful benefit to consumers. Again, service providers should be required to provide their consumers with the option of using monitoring tools, but should be able to do so in ways that best respond directly to the needs of their own customers.

49. Moreover, sending consumers three notifications per service, per month, would result in up to 12 notifications reaching consumers every month, and could be complicated by anti-spam regulations allowing consumers to opt-out of commercial electronic messages for precisely the reason that they do not want to receive numerous messages from a service provider.

50. CWTA also reiterates that mandatory usage caps are not "efficient and proportionate to their purpose," and are not consistent with the Commission's own conclusion that "consumers need additional tools to better understand their basic rights, as well as their service providers' responsibilities." A cap may serve to help consumers avoid high overages in lieu of push or pull notification options, but is completely unnecessary when consumers are already aware of their usage levels. The market already addresses the needs of those consumers who want to ensure they do not exceed a given level of spending on wireless service through the option of pre-paid service.

51. Requiring a carrier to immediately suspend all wireless services for a consumer who reaches a pre-set regulated cap for one of those services would be a deeply unpopular requirement once consumers started finding their smartphones completely inoperable while travelling.

52. Finally, we urge the Commission to carefully consider the potential consequences of mandating which notifications must be delivered by service providers. Network-wide technical solutions are often not scalable, costing all carriers the same to implement. Therefore, such solutions are proportionately more expensive to smaller service providers, and would significantly hamper their ability to invest in other areas that would better benefit their customers.

There is no appropriate one-size-fits-all regulation for unlocking. The market is already addressing unlocking in manner that provides consumers with the options they prefer, without removing existing business models

53. Every wireless customer should clearly be aware of unlocking options or capabilities before acquiring a device. However, we maintain that there is no appropriate one-size-fits-all regulation for unlocking. The logical time to unlock is inherently linked to individual service provider business models, or to the devices themselves, and is a significant aspect of the competitive marketplace. In fact, the market is already addressing unlocking demands. One service provider already unlocks devices for which the subsidy has been recovered for $10. And

within the coming months all national service providers will offer unlocking for all handsets after 90 days of service.

54. Unlocking is also a customer retention and credit protection mechanism. Interveners at the hearing who spoke in favour of unfettered device unlocking were, by and large, unable to explain how such a requirement would not be harmful to investments that carriers make in acquiring customers and in offering expensive devices at greatly reduced up-front costs. For those carriers who offer device subsidies that are not linked to a fixed term contract or cannot be recovered through an ETF, locked handsets represent an important tool for recovering any economic benefit it has absorbed to attract customers. Mandating unlocking could significantly impact the business models of these service providers, and remove additional differential from the marketplace.

55. The Commission should also be cautioned that device unlocking is not an absolute solution to consumer mobility due to limitations on which handsets operate on which networks. For example, mobile phones commonly ship to Canada with one of two radio-sets installed. This means that each version could only work on one of two groups of carriers. So whether unlocking is or is not a requirement under the Code, the Commission should recognize that customers will not be able to ubiquitously move handsets among networks. Some handsets will simply not work on some networks, for reasons completely beyond the control of the carrier.

Conclusion

56. CWTA appreciates the opportunity to participate in this important proceeding. CWTA has strongly advocated that federal regulation of wireless agreements is necessary to eliminate the current patchwork approach of provincial regulations. That regulation must provide the tools and options that consumers demand without removing any options for consumers that exist in the market today or result in any unintended negative consequences. To summarize:
    - The CRTC must exercise its mandate as the federal telecommunications regulator and implement a single national Wireless Code that applies to all wireless agreements in Canada.
    - The Wireless Code should come into force when it can apply equally to all new wireless agreements in Canada.
    - The Wireless Code must apply to pre-paid service in a clearly defined way that does not remove any options for consumers, or business models, that exist in the market today.
    - The consumer right that 'Service providers cannot unilaterally change services that consumer cannot change, cancel or choose not to use' should be embedded in the Wireless Code.
    - Service providers should offer to provide certain, prescribed relevant information to consumers before they sign their contract, but should have the flexibility to do so in a manner that responds to their own customers' preferences.
    - The presence of an industry-wide, device-based early termination fee provides consumer mobility without removing any options for consumers that exist in the market today.
    - The Wireless Code should ensure consumers have the tools they need to manage their service usage and that service providers can continue to innovate to respond to consumer needs.

- There is no appropriate one-size-fits-all regulation for unlocking. The market is already addressing unlocking in manner that provides consumers with the options they prefer, without removing existing business models.

57. We encourage the Commission to focus on these outcomes as it finalizes a Wireless Code that provides the greatest benefit to Canadian wireless consumers.

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