

December 18, 2012

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: CWTA Reply Comments, Telecom Notice of Consultation 2012-557 *Proceeding to establish a mandatory code for mobile wireless services*

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.
2. CWTA is pleased to file its reply comments with respect to the above-noted proceeding. In its intervention, CWTA submitted a proposed Wireless Code that was guided by Quebec's consumer legislation applicable to wireless services, augmented to provide clarity, remove ambiguity, and to address the issues raised in TNC 2012-557.
3. CWTA maintains that Quebec's Consumer Protection Act (QCPA) i) was the first of its kind in Canada, ii) is the legislation that consumers and wireless service providers are most familiar with, and iii) was the model for the three provincial statutes that have been enacted since Quebec's.
4. CWTA has carefully reviewed all other interventions to this proceeding and is pleased to note that the majority of interveners largely support a Wireless Code based on the principles embodied in the measures found in the QCPA ("QCPA"). This near unanimity of opinion confirms that the contents of the QCPA provide a strong, underlying basis for a national Wireless Code.
5. CWTA also notes that the interventions to the proceeding established a clear pattern of consensus regarding how the Wireless Code should be implemented, enforced, promoted and monitored. At the same time CWTA notes alternative views on some of the proposed contents and administrative aspects of the Wireless Code. We therefore use these reply comments to consider and address the other interventions filed to the proceeding and reiterate the principles of our submission. As in our intervention, our reply comments will first address how the Wireless Code should be implemented, enforced, promoted and monitored before addressing the proposed contents of the Wireless Code.

Implementing the Wireless Code

“Should the Wireless Code apply to both Canadian carriers and resellers?” and “Should the Wireless Code apply to both pre-paid and post-paid wireless services?”

6. CWTA notes that there was virtually unanimous support for application of the Wireless Code to wireless consumer services, regardless of whether they are issued by a carrier or reseller, or are part of a bundle of communications services. CWTA also notes that some interventions supported applying the Wireless Code to pre-paid services. CWTA reiterates that the Wireless Code should have clear and limited applicability to pre-paid services. Provincial wireless regulations enacted to date have recognized that most post-paid-facing regulations are not relevant to pre-paid services, and have therefore excluded pre-paid services entirely or in part. Similarly, the majority of the issues addressed by consumers in this process to date are specific to post-paid service and billing.
7. Indeed, most interventions from wireless carriers and consumer groups that advocate applying the Wireless Code to pre-paid service note that not all provisions of the Code would apply to pre-paid. CWTA further submits that not all pre-paid business models could be covered by the same provisions. The greatest concern among wireless carriers offering pre-paid service is that they would have to materially change their business models (i.e. begin offering printable agreements and bills, or abandon the practice of selling service through networks of merchant partners) in order to comply with the Wireless Code.
8. CWTA believes that its proposed pre-paid provisions, which were modeled on the QCPA, will address consumer concerns about the disclosure of service terms and conditions. CWTA proposed that “the conditions applicable to the pre-paid balance, including usage period, and explain how the consumer can check their remaining pre-paid balance,” be made available on the pre-paid card or certificate, or failing that, by the service provider. CWTA also submitted that a fee should not be charged for the purchase of a pre-paid balance beyond the value of the wireless services being purchased. CWTA reiterates that beyond this limited application, the Wireless Code should not apply to pre-paid wireless services.
9. Some interventions also call for a prohibition on the ‘expiry’ of pre-paid cards. Although most provincial gift card regulations exclude pre-paid wireless services, it appears that some confusion remains about the difference between the two. Pre-paid airtime ‘cards’ are not the same as retail gift cards. When a customer opens a pre-paid account, they are not buying the card, they are buying access to a carrier’s network, typically for a fixed maximum volume, a period of time, or a combination of both. The card itself has no value. Unlike a gift card on which a balance is loaded until the consumer uses it to make a purchase, a pre-paid wireless card only serves to provide the consumer with an access code and phone number for their pre-paid service. Some carriers do not issue cards at all, the access code being provided on a cash register receipt or via email.
10. As such, pre-paid wireless ‘cards’ are more similar at a business model level to a car rental agreement which is based on both a number of kilometres and a number of days, or to pre-paid rounds of golf that are valid only until the end of the current season. All of these transactions employ a time-plus-usage business model. If a consumer rents a car for three days and it comes with 300 pre-paid kilometres, if at the end of the three days they have only used 200 of their pre-paid kilometres, they are not permitted to keep the car until they drive another 100 kilometres. If a consumer pre-pays for 20 rounds of golf over a fourth-month season, and only

golf 10 times, they are not permitted to play 10 rounds for free the next season. These are common time-plus-usage business models that serve as useful analogies to pre-paid wireless airtime ‘cards.’

11. 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. 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. Again, CWTA submits that such information would be covered by its suggested provision for the sale of pre-paid service, and as such, no additional regulation under the Wireless Code is necessary.

“Should the application of the Wireless Code be suspended in provinces or territories which the Commission determines have legislation that provides substantially similar protections for mobile wireless consumers?”

12. CWTA firmly believes that consumers in all provinces should have the same level of certainty, information, transparency and protection when it comes to considering a contract for wireless services. Consumers should be spared the confusion and inconsistency resulting from the current patchwork of divergent provincial legislation. Suspending the Wireless Code in any province or territory would only add to the current confusion, negating the impetus for, and impact of, a national code. Above all, CWTA strongly submits that the outcome of this process should be one set of rules that applies to wireless consumer agreements in all provinces and territories.
13. CWTA fully supports the position submitted by multiple interveners that the Wireless Code should provide, at a minimum, consumer protections as substantial as those that already exist. CWTA believes that wireless customers should be as protected by the national Wireless Code as they are today. In fact, we have suggested the QCPA form the underlying basis for a national code and have drawn from other existing provincial regulations when suggesting possible improvements. However, we caution the Commission against qualitative and subjective comparisons of the ‘strength’ of the Wireless Code relative to existing provincial legislation.
14. Finally, CWTA reiterates its support of a ‘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. Such an approach would eliminate the necessity of retroactive application to contracts signed under existing provincial frameworks.

“When should the Wireless Code be implemented?”

15. CWTA notes a broad range of comments on the timing for implementing the Wireless Code. However, we believe that all comments are motivated by the principle of implementing the Wireless Code “as soon as possible.” CWTA supports implementing the Wireless Code as soon as possible, but restates that the soonest possible date of readiness will be informed by the following circumstances:
 - (i) Not all carriers will have the same readiness to implement new billing and customer support systems. Particular consideration should be given to carriers that have only recently completed a significant modifications to align with provincial regulations; and

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

Enforcing and Promoting the Wireless Code

“Who should enforce the Wireless Code (e.g. the Commission, the CCTS, or other)?”, “What mechanisms should be used to ensure compliance with the Wireless Code?” and “What recourse and remedies should be available to consumers if their service provider does not comply with provisions in the Wireless Code (e.g. liquidated damages clause)?”

16. Interventions to the proceeding widely supported the Commissioner for Complaints for Telecommunications Services (CCTS) to administer the Wireless Code. CWTA submits that CCTS’ experience administering its current mandate, and its Procedural Code make it ideally suited to oversee implementation and compliance with the Wireless Code. In particular, under CCTS procedure, service providers would continue to be the first point of contact to remedy customer queries, with unresolved complaints being taken up with the CCTS.
17. CCTS notes in its intervention that its role is to “resolve disputes between customers and service providers,” and not to “enforce” a code in the traditional regulatory context. CWTA submits that the CCTS’ mandate to resolve disputes and the remedies at its disposal (including requiring up to \$5,000 in monetary compensation) are sufficient enforcement tools. CWTA notes that to date, there have not been any confirmed breaches of the wireless services regulations in Quebec or Manitoba, indicating that the very existence of wireless service contract regulations strongly encourages compliance.
18. The Consumers Council of Canada also submits that “Transparent reporting is generally considered an effective means of sanctioning non-compliance.” Such a remedy would be available under CWTA’s proposed approach via the CCTS’ annual reporting requirement. Indeed, CCTS submits that “to the extent that CCTS is able to make a definitive determination that a service provider has breached the Code, CCTS would publish this information in its Annual Report.”

“What mechanisms should be used to promote the Wireless Code among consumers?”

19. Interventions largely indicated a desire for the Wireless Code to be broadly promoted and made available by all relevant stakeholders. CWTA agrees that joint promotional and communication initiatives by the CRTC, CWTA, CCTS, the wireless service providers and public interest groups like PIAC would achieve this goal.

Reviewing and Assessing the Effectiveness of the Wireless Code

“How should the Wireless Code’s effectiveness be measured?” and “What performance measurements should be monitored?”

20. A broad range of performance measures were suggested by interveners, ranging from the number of filed complaints and confirmed breaches, to service provider audits and the number of times consumers cite ‘the Wireless Code’ to WSPs, the CWTA, the CRTC and the CCTS. CWTA submits that the intent of the Wireless Code is to address existing consumer complaints and frustrations, and therefore the Code’s success should be

accurately measured against current performance measures, such as those found in the CCTS' Annual Report. Ideally, an effective Wireless Code will result in a lower percentage of total Canadian wireless customers filing contract-based complaints with the CCTS. Specifically, tracking the percentage of breaches of the Wireless Code upheld by the CCTS as a percentage of all wireless consumer agreements on an annual basis would effectively measure service provider compliance and the overall success of the Code.

21. In addition, consumer satisfaction surveys could provide metrics on overall awareness of the Wireless Code, increased awareness of the terms of wireless service agreements and perceived impacts on the service contracting process as a whole. CWTA reiterates that performance measurements should also be established and reported relative to other countries and possibly other similar services.
22. CWTA also supports suggestions of a periodic review of the Code, to ensure it remains robust and reflective of current usage patterns and consumer priorities.

The Contents of the Wireless Code

Content of Agreements

23. CWTA notes that the vast majority of interventions recommend that the contents of wireless services agreements closely mirror the requirements under the QCPA. That is, agreements should be written in simple and understandable language, and contain descriptive information about each individual service selected at the time of the agreement (e.g. price, term, and overages), as well as separate information on the total monthly fee for service, and the device provided and any associated subsidy or incentive. CWTA maintains that this is the right approach.
24. Some interventions, including those from the public, also recommend that agreement state the monthly amount that the consumer pays each billing period towards a subsidized handset. CWTA respectfully notes that a device subsidy is not a consumer lease or a rent-to-own payment plan; it is a subsidy paid by the service provider in return for a guarantee of service over a fixed period during which time the cost of the device is amortized. As such, if the value of the monthly subsidy was on a consumer's bill it would appear as both a cost and an equal credit paid by the service provider. The consumer does not pay anything beyond their upfront payment if they do not cancel their fixed-term service before the term expires. For example, in most post-paid scenarios, a consumer who signs a 24 month agreement and receives a \$240 handset for \$0 is not "paying" \$10 a month for the handset. The value of the device subsidy is completely underwritten by the carrier. Other post-paid models apply a percentage of the consumer's monthly spend on wireless services as a monthly write-down of the remaining value of the handset. The consumer only pays that value to the carrier in the event they elect to cancel their agreement before the end of the agreed-upon term.
25. CWTA further takes note of comments to the effect that consumers who already own a handset should be entitled to less expensive voice, text and data plans. CWTA respectfully reiterates that the remaining value of a handset –whether \$700 or \$0 –is not reflected in the price of wireless services. If it were, a data plan for a new iPhone 5 would be more expensive than the same plan for a cheaper iPhone 4. And, the cost of voice, text and data services would decline as the value of the phone depreciated over time. This is not how the wireless market functions. There is no direct connection between the value of the handset and the cost of services available for use on the handset. Whether the handset in question is the latest, most sophisticated and

valuable model available, or a model that is several years old with limited functionality, the range of services offered to the consumer for use on their handset will be priced the same.

26. At the same time, further to the recommendations of PIAC/CAC/COSCO over clarity of the device subsidy, the CWTA fully supports the suggestion that agreements be required to include “How the economic incentive is used to calculate any early cancellation fee,” and “the economic incentive,” so consumers can understand and calculate their cancellation fee at any time.

Monitoring Use of Services

27. CWTA reiterates that service providers should be required to enable consumers to i) monitor their use of services, and ii) determine how and when additional charges relating to that use may be incurred, through a variety of means. Indeed, comments submitted to this proceeding confirm that many service providers are already providing such services in multiple ways, such as downloadable apps, automatically shutting off data service when the consumer reaches their monthly cap (or reaches a pre-set level determined by the consumer), and bumping consumers who have reached their monthly cap up to the next data plan for that month, instead of charging per MB overages.
28. Some other interveners submitted that service providers should be mandated to push a variety of usage notifications to subscribers, including emails, texts and even phone calls. CWTA recognizes the consumer appetite for services that will help prevent significant overages on their monthly wireless bill, but submits that the ‘pull’ method of monitoring tools recommended by CWTA provides a broad range of control for the consumer so that mandatory notifications may not be necessary. Calling millions of consumers every time they approach a voice text or data limit, each and every month, would be extremely inefficient and unnecessary. Giving consumers the choice of which tools they wish to use could potentially remove the need for a costly and unwieldy consent regime, to ensure compliance with existing and imminent electronic commerce regulations. It puts the consumer in control, and allows for maximum customization of their relationship with their service provider.
29. CWTA also acknowledges some of the reasoned and measured recommendations on usage alerts. PIAC/CAC/COSCO recommended required alerts when subscribers reach 50% and 80% of their limit. Alternatively, Union des consommateurs recommends that subscribers be notified of a pending overage during the first month of their subscription because it is often during the first month that significant overages occur. These valid suggestions underscore the range of possible usage monitoring preferences that could be employed by service providers or used by consumers.
30. CWTA respectfully submits that the Commission gives full consideration to what can be done to address the issue, and the extent to which service providers may differentiate their offerings through the nature of their tools, before mandating specific technical solutions.

Agreement Form and Delivery

31. CWTA fully agrees that agreements should be provided in writing, but that mandatory paper copies are not relevant today. Service providers should be required to provide paper agreements when requested by the consumer, but should not be mandated to provide paper agreements in all cases. One intervention submitted

that paper contracts contribute to safe contracting processes. While this may have been true 10 years ago, PCs, laptops, tablets and smartphones have since replaced many filing cabinets in Canadian homes as the location for important files. For many people paper contracts are more likely to be misplaced than an electronic version that can be stored in multiple places for ease of recall

Service Provider Changes

32. CWTA notes that the majority of recommendations on Service Provider Changes are guided by the same two principles, i) service providers should not be able to change services that customers cannot themselves change or cancel, and ii) the services that service providers can change should be clearly outlined in agreements. CWTA fully agrees with these principles, and notes that the relevant provision in its draft code addresses both.
33. For greater clarity, CWTA notes that its draft code is based on the principle that a wireless agreement may include a combination of fixed term services, monthly term services, and pay-per-use services. But it does not purport to codify which services will always be fixed or always be monthly. 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. CWTA strongly submits that a national 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.
34. Under this proposal, when a consumer agrees to a fixed term for a 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 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 (as would be required elsewhere under CWTA's proposed Code).
35. CWTA notes that most interventions that address the issue of fixed versus monthly services recommend a similar approach. However, these interventions tend to employ a range of terminology that in and of itself poses the potential for consumer confusion. Phrases such as 'material terms,' 'indefinite term contracts,' 'core and non-core offerings,' 'material elements,' 'essential and non-essential' services have been employed where something as simple as "fixed and monthly services" would suffice.
36. CWTA respectfully submits that adopting 'fixed and monthly services' is the most straightforward approach for a national Wireless Code. It underlines that the potential for change is linked to the individual service, not the entire agreement. Also, language like core/non-core or material/non-material inherently suggests a pre-determined classification or hierarchy of the types of services that can or cannot be amended. CWTA's suggested wording more clearly communicates that the determination of which services can or cannot be changed is up to the consumer. For instance, a consumer may agree to a fixed term for all of their services in exchange for cost certainty over a multi-year period, or they may prefer maximum flexibility inherent in keeping all of their services at a monthly rate for the lifespan of the agreement.

Consumer Cancellation

37. Two separate issues were addressed by CWTA and raised by most interveners regarding consumer cancellation: i) notice period for cancellation, and ii) the early termination fee (ETF) formula. With respect to the notice period, CWTA notes that the majority of interventions supported the QCPA standard of consumer cancellation taking effect on the day notice is received by the service provider. CWTA similarly notes that most interventions supported the QCPA formulas for calculating ETFs i.e., consumers reimburse the carrier for their device subsidy on a scale that takes into account depreciation of the device, or the lesser of 10% of the remaining service balance, or \$50 where no subsidy was provided.
38. CWTA notes numerous recommendations that a national Wireless Code should limit the maximum length of service agreements. We again clarify that consumers have never been forced to subscribe to a service agreement of any length as a pre-condition for accessing wireless service. Rather, there are currently a wide range of business models that inform the conditions under which consumers choose their wireless services. These may relate to the length of time a consumer chooses to commit to a particular service in exchange for various economic incentives, and/or various financing models for hardware, which in turn may or may not be tied to a particular promotion, or particular service plan.
39. CWTA will defer to its carrier members with respect to which business models they recommend be taken into account in the Wireless Code. However, CWTA maintains that as a matter of principle, consumers should not have fewer choices in the marketplace at the end of this process than they have today.

Service Provider Cancellation

40. Comments regarding grounds for service provider cancellation largely acknowledge existing disconnection protocols of CCTS and the CRTC (for wireline service) as potential models. Interventions from consumer advocacy groups underscore the serious implications, including potential safety implications, of suddenly disconnecting a wireless service. It is important to note that, even once a device has been disconnected by the wireless services provider, it would still be capable of dialing 911 services. CWTA submits that the service provider cancellation policy in its proposed code addresses any other concerns with respect to consumers losing service, by providing for adequate advance notice of cancellation (as per the CCTS disconnect protocol).

Expiry and Renewals

41. Virtually all interventions to the proceeding support the principle of only automatically renewing expired service agreements on a month-to-month basis, with notification of expiry at least 60 days in advance. CWTA resubmits that this is standard practice throughout the wireless industry.
42. Multiple interventions, including from the public, addressed the mid-contract renewal of fixed terms. Specifically, some interveners suggested that mid-term renewals occur without the consent of the consumer, and one intervention called for a ban of mid-term renewals altogether. Mid-term renewals do not occur without the consent of a consumer, period. Often consumers are offered new contracts in exchange for a device upgrade, or to take advantage of a promotion. But the consumer must always consent to the extension, or the agreement would have no legal bearing. Eliminating mid-term renewals would therefore eliminate options that the consumer has today, while offering no additional protection. As the CWTA draft code prohibits any unilateral change to the term of a service, no additional provision is needed to address mid-term renewals.

43. CWTA also notes that some provinces that have proposed (but not enacted) legislation impacting expiry and renewals would require service providers to cut off a consumer's service at midnight on the day the contract ends, unless the consumer proactively contacts them to request that they be permitted to maintain their service and their phone number. CWTA strongly submits that such measures are not in the interest of the consumer, and serve as a solution in search of a problem. Consumers' contracts are never extended or renewed without the consent of the consumer.

Device Repairs and Warranties

44. CWTA notes broad support for the QCPA's device repair and warranty provisions to be included in the Wireless Code. Namely, that i) customers not be charged for service during repair if the device is under warranty and a free device was not provided during repair, and ii) service providers disclose the terms of any existing device warranty before offering an extended warranty. CWTA also notes that numerous interveners caution against any requirement for device warranties, which are included in the device packaging, to be replicated in the agreement itself.

Unlocking of a Device

45. While some interventions recommend provisions mandating the unlocking of devices, the majority recommend that device unlocking provisions be clearly stated in the contract. CWTA concurs with the latter approach. Conditions for unlocking devices continue to be significant aspects of consumer retention and competitive differentiation among service providers. That is, the time at which a service provider will unlock a device, and the fee they charge for the service, increasingly factor into the consumer decision making process, to the point that some service providers actively promote their unlocking policies as part of their marketing strategy. Moreover, devices are sometimes required by manufacturers to be locked to particular networks for a period of time, as a condition of an exclusive agreement with the service provider in question. Beyond ensuring the unlocking policy is clearly stated in the agreement, there appears no reason to further regulate device unlocking.

Device Loss or Theft

46. The majority of interventions support provisions that clearly outline the consumer's obligations in the event that a device is lost or stolen. The specific provisions suggested by the CWTA – that the service provider suspend service and the consumer pay outstanding charges and any applicable early cancellation fee – were broadly echoed in other comments.

Security Deposits

47. Most interventions agree with the principles that i) security deposit conditions must be set out in contracts, ii) the service provider will not cancel the agreement for failure to pay outstanding amounts as long as the amounts due do not exceed the amount of the deposit, and iii) remaining security deposits must be returned to the consumer within 30 days of cancelling the agreement.

48. While some interventions recommend setting a maximum amount for security deposits, CWTA submits that conditions under which a security deposit can be charged and the amount of the security deposit should remain the discretion of the service provider. Service providers assume the risk when providing post-paid service and subsidized devices and should therefore be able to determine the need for an extent of a security deposit on a case-by-case basis.

Privacy Policies

49. CWTA notes near unanimous support for the mandatory inclusion of privacy policies being made available in an accessible manner to consumers. Indeed, as the Privacy Commissioner of Canada submitted: “Under [the Personal Information Protection and Electronic Documents Act] PIPEDA, each organization engaged in commercial activity must have a privacy policy in place.” The Privacy Commissioner additionally recommended that privacy protection be “woven throughout the Code.” CWTA agrees that consumer privacy and the use of consumer information by service providers guided by the Code is already subject to the provisions of PIPEDA, and we agree that all disclosures with respect to information-handling processes should be stated in the privacy policy.

Advertising

50. The advertising principle most often recommended by interveners was that advertising material should clearly state the ‘all-in’ or ‘total’ price of the service. CWTA agrees, and notes that under its proposed Code, advertising material would “include the total amount the consumer must pay for the services on a monthly recurring basis, except sales taxes and government mandated fees.”
51. Some submissions call for more strict advertising provisions, such as prohibiting the use of the term “unlimited” where there are limitations on a service, mandating that all advertising disclose whether the stated price includes voicemail and call display, disclosing all potential roaming or optional fees, or ensuring illustrative coverage maps are accurate. CWTA notes that whatever the advertising provisions in the Wireless Code may be, service providers’ advertising must already adhere to federal advertising standards prohibiting false representations, and as such, any such reference in the Wireless Code would be unnecessary. In addition, the Wireless Code provision seeks to guide print, online and television advertising, each of which is subject to certain restrictions (e.g. it would be impossible to disclose 150 separate territorial roaming fees in a 30-second television spot or a billboard).
52. Attempting to address a wide range of proposed advertising guidelines through the Wireless Code could result in advertising clauses being as lengthy as the Code itself. CWTA notes that the principle concern expressed by consumers in this proceeding is that the price advertised be the price they pay every month. CWTA also submits that any other provisions in the code, including language of agreements and early cancellation processes, will contribute to a better understanding of wireless agreements, which will in turn reduce consumer confusion when it comes to understanding advertising material.

Unsolicited Goods or Services

53. Very few interveners addressed the provision prohibiting charging for devices or services that were not expressly purchased by the consumer. Nonetheless, it is clearly a sound principle to include in the Wireless



Code, noting that no Canadian service providers ever unilaterally add a service to a consumer’s contract, or charge a consumer for a service, without permission from the consumer.

Conclusion

54. CWTA reiterates that the majority of interveners largely support – either explicitly or by proposing similar content – a Wireless Code based on the principles embodied in the measures found in the QCPA (“QCPA”). We believe that this near unanimity of opinion confirms that the contents of the QCPA provide a strong, underlying basis for the Wireless Code. Indeed, given the significant base provided by existing provincial legislations, we feel that the Wireless Code development process is well advanced. We look forward to participating in the public hearing process in February.

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