

Commissioner for Complaints for Telecommunications Services (CCTS) Member
Deposit and Disconnection Code

Article 1: General

1.1 This deposit and disconnection code (“**Code**”) applies to residential primary exchange services (“**Services**”) provided by Shaw in forborne markets. References to time and statutory holidays in the Code refer to the customer’s local time and statutory holidays.

Article 2: Deposits

2.1 If Shaw chooses to offer the option of a deposit, the total amount of any deposit provided by or for a customer to Shaw in relation to the Services shall not exceed the sum of:

- (a) three months of anticipated charges for the Services; and
- (b) the total cost of any equipment provided by Shaw to customer in respect of the Services.

2.2 If Shaw requests a deposit, Shaw shall provide the customer with the reasons for requesting a deposit and shall keep a record of those reasons for as long as Shaw is holding the customer’s deposit.

2.3 Shaw shall review the continued appropriateness of the customer’s deposit at six month intervals. When the Services are terminated or the conditions that originally justified the deposit are no longer present, Shaw shall promptly refund the deposit, with interest calculated in accordance with Section 2.3, retaining only any amount then owed to it by the customer.

2.4 For the purposes of Section 2.3, the interest on the customer’s deposit shall be calculated, using at Shaw’s discretion either:

- (a) the overnight rate of the Bank of Canada that is then in effect plus 1.25%, on the basis of the actual number of days in a year, being 365 or 366, as the case may be, accruing on a monthly basis, or
- (b) the deposit interest rate applicable to deposits for regulated Services in Shaw’s CRTC approved tariffs if Shaw has such tariffs.

Article 3: Disconnection of Services

3.1 If the grounds for disconnecting the customer are failure to pay, Shaw may disconnect a customer’s service only where the customer:

- (a) fails to pay an account of the customer that is past due, provided it exceeds fifty dollars or has been past due for more than two months;
- (b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to this Code; or
- (c) agreed to a deferred payment plan with Shaw and the customer fails to comply with the terms of a deferred payment plan.

3.2 At least 14 days prior to disconnection, unless the circumstances contemplated in Sections 3.3(b) or 3.3(c) exist, Shaw must provide reasonable notice to the customer, stating:

- (a) the reason for the proposed disconnection and the amount owing (if any);
- (b) the scheduled disconnection date;

- (c) where the reason for disconnection is a failure to pay, the availability of a deferred payment plan if Shaw typically offers such plans;
- (d) the reconnection charge, if any; and
- (e) the telephone number of a Company representative with whom the disconnection or any dispute may be discussed.

If the customer has provided Shaw with an email address where they can be notified and where the customer has provided express consent to this form of notification in relation to disconnection, Shaw may elect to provide the disconnection notice by email to such email address.

3.3 At least twenty-four hours prior to disconnection, Shaw must advise the customer that disconnection is imminent, except where:

- (a) repeated attempts to advise the customer of imminent disconnection have failed;
- (b) immediate action must be taken to protect Shaw from network harm;
- (c) Shaw has a reasonable suspicion that fraudulent activity has occurred, is occurring, or is likely to occur with respect to customer's Services (For the purposes of this section and the Code generally, a failure to pay arrears for the Services is not, by itself, to be considered "fraudulent activity"); or
- (d) otherwise required by the order of a competent public authority.

3.4 Except with customer consent or in exceptional circumstances, disconnection may occur only on weekdays days between 8 a.m. and 9 p.m. or on weekends between 9 a.m. and 5 p.m., unless the weekday or weekend day, as applicable, precedes a statutory holiday in which case disconnection may not occur after 12 noon.

3.5 Where it becomes apparent that disconnection occurred in error or was otherwise improper, Shaw must restore the Services during business hours on the next working day, at the latest, unless exception circumstances do not permit this, and no reconnection charges shall be levied.

3.6 Shaw may not disconnect the customer's Services where there is a dispute regarding the basis of the proposed disconnection, provided:

- (a) payment is being made for the undisputed portion of the Services; and
- (b) Shaw does not have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

3.7 If the customer has a dispute relating to the disconnection of Services, the reason for the disconnection of Services, or any other issue relating to a deposit, and the customer has not been able to resolve the dispute with Shaw, the customer can lodge a complaint with the Commissioner for Complaints for Telecommunications Services Inc. (CCTS), an independent third-party complaints resolution service. Information about the CCTS is available at www.ccts-cprst.ca or by calling 1-888-221-1687.