

Gift Cards



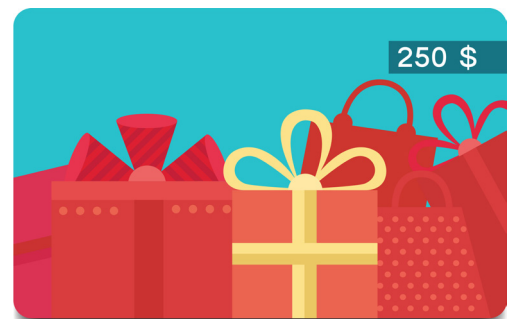
In New Brunswick, there are rules in place to ensure you get what you pay for when you purchase a gift card. It is important to note that there are exceptions to the rules listed below. These rules do not apply to prepaid phone cards, or prepaid cards issued by a financial institution with credit card branding or logos (for example, a prepaid VISA card). For information about these cards, contact the [Financial Consumer Agency of Canada](#).

No expiry date:

Gift cards cannot expire. Although some stores may be using remaining cards that have expiry dates printed on them, if the card was purchased on or after June 18, 2008, it remains in effect as if there was no expiry date. Always keep your receipts to prove the date of purchase.

Exceptions:

- A card issued or sold for a specific good or service (for example, a manicure or a facial) can expire. Retailers are not expected to make the product or service available at the same price indefinitely.
- A card issued for charitable purposes can expire. Retailers and other businesses offer these types of gift cards to charitable organizations to help them raise money, and it is reasonable that they are time-limited.
- A card that is given out by the merchant for marketing, advertising or promotional purposes (such as a prize) can expire.



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Disclosure:

Information must be displayed or disclosed before buying the card. This includes any restrictions, limitations and conditions with respect to: using, redeeming or replacing the gift card; any fees or expiry date; and information on how a consumer can find out about the status of the gift card. Multi-store gift cards must also include information on the back of the card clearly describing the amount and time frame of any dormancy fees.

Limited fees:

There are restrictions on the fees that can be charged on gift cards. If you are charged a fee that is not allowed under the exceptions below, you have the right to demand a refund. Your demand for a refund must be made in writing to the issuer of the gift card within one year of the date the fee was paid. The issuer has to provide the refund within 15 days of receiving the written demand. Send the written demand in a way that you have proof of the date of your request (such as email or registered mail).

Exceptions- fees can be charged for:

- [Customizing a gift card](#). (Such as printing the recipient's photo on the card)
- [Replacing a lost or stolen card](#).
- [Multi-store gift cards, if the card has not been used for 15 months](#). The maximum dormancy fee that may be charged is \$2.50 per month. In the 15th month, customers may request an extension of three months, allowing them 18 months to use the card before the fee may be charged.



What if a store breaks the rules?

If a store refuses to honour a gift card and you feel they have broken any of the above rules, your first step should be to make the store aware of the rules and attempt to settle the dispute independently with the store. If you cannot resolve the dispute, you can seek recourse through small claims court. For more information about small claims court contact [Public Legal Education and Information Services of New Brunswick](#).

