



May 7, 2019

Sent via email

Letter L-12-19



**Re: Customer Choice Program – Dispute # [REDACTED]
(Acct # [REDACTED])/Access Gas Services Inc.**

Dear [REDACTED]:

The British Columbia Utilities Commission (BCUC) is in receipt of your Customer Choice dispute and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

Nature of the dispute

The customer filed the disputes on the basis of misrepresentation of the rate.

Evidence and other considerations

The contract was signed on November 18, 2018 and the customer filed the dispute on February 5, 2019.

According to the customer, the contract rate was not explained properly and the sales representative allegedly stated that the rate could go lower. The customer alleges that she did not receive a copy of her contract.

Access Gas Service Inc. (Access Gas) proposed to resolve the dispute by lowering the fixed rate, or cancelling the agreement with a discounted early exit fee on the next anniversary date. Access Gas states the customer declined the proposed resolution. Access Gas is of the view the contract is valid and binding.

During the Third Party Verification (TPV) call, which was recorded and provided to the BCUC as evidence in the dispute, the customer confirms understanding the following key terms of the agreement:

- Access Gas will be supplying natural gas for 5 years at a fixed rate of \$5.89/GJ;
- the customer may not save money under the Customer Choice program; and
- the customer may cancel the agreement within 10 days.

Further, the customer confirms that the Access Gas sales representative left him with a signed copy of the agreement.

During the TPV call, Access Gas representative asks the customer "Do you understand that you have the right to cancel this agreement within 10 days from today?" Under Article 31 of the Code of Conduct for Gas Marketers, the TPV call for commercial consumers must include confirmation that the customer understands the right to

cancel without penalty during the 10-day cancellation period, or if the customer waived the right, confirmation that the customers has done so.

As the customer and gas marketer have not resolved the dispute directly, the dispute has proceeded to adjudication.

BCUC determination

There is insufficient evidence to support the customer's statement that the sales representative misrepresented the rate.

During the TPV call, the agent does not mention "penalties" or "early exit fees" when asking the customer to confirm her understanding of the cancellation provisions. Under Article 31 of the Code of Conduct for Gas Marketers, the TPV call for commercial consumers must include confirmation that the customer understands the right to cancel without penalty during the 10-day cancellation period, or if the customer waived the right, confirmation that the customers has done so.

The Code of Conduct for Gas Marketers requires penalties be mentioned when confirming cancellation provisions during the TPV call; the TPV call in this dispute is therefore not compliant with the Code of Conduct for Gas Marketers. On this basis, the BCUC determines the contract shall be cancelled as of the dispute date.

The customer will return to FortisBC Energy Inc. for natural gas supply as of February 5, 2019. Please note it may take one to three billing cycles for the change to appear on the customer's bill; a credit will be posted at that time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

OK/aci
Enclosure

cc: Ms. Meghan Karrasch
Director of Operations
Access Gas Services Inc.
meghan@accessgas.com

Charlie Barrotta
Vice President
Access Gas Services Inc.
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An application for reconsideration of this determination can be made following the guidelines enclosed.