



May 7, 2019

Sent via email

Letter L-14-19



Re: Customer Choice Program – Dispute # [REDACTED] (Acct # [REDACTED])/Summitt Energy BC L.P.

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 dispute on the basis of misrepresentation of the rate.

Evidence and other considerations

The contract was signed on November 17, 2018 and the customer filed the dispute on March 19, 2019.

According to the customer, the sales representative did not sufficiently explain the rate. The customer states that she did not expect her natural gas bill to increase and that she was not sure what she was signing up for at the time she executed the agreement.

Summitt Energy BC L.P. (Summitt Energy) states its staff contacted the customer to discuss the dispute and offered to discount the calculated liquidated damages. Summitt Energy 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:

- Summitt Energy will be supplying natural gas for 5 years at a fixed rate of \$5.99/GJ;
- the customer may not save money under the Customer Choice program; and
- the customer may cancel the agreement within 10 days without penalty; following this period, the customer may only cancel on the anniversary date and there may be an early exit fee.

Further, the customer confirms she was left with a signed copy of the agreement, which confirms the rate and terms of the contract. The customer did not cancel the agreement within the 10-day period.

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. Further, during the TPV call, the signatory confirms understanding the key points of the agreement, including the term and rate, the cancellation provisions and that she may not save money by entering into the agreement. The agreement and TPV call are compliant with the requirements under the Code of Conduct for Gas Marketers. For these reasons, the BCUC finds the agreement valid and binding.

Summitt Energy will remain the natural gas provider. The customer has the option to cancel the agreement prior to the end of term in accordance with the agreement's terms and conditions. The customer may wish to contact Summitt Energy directly to discuss whether the proposed resolution of the matter is still available.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

OK/aci
Enclosure

cc: Ms. Tamara Sinson
Manager, Regulatory Affairs & Compliance
Summitt Energy BC LP
tsinson@summittenergy.ca

An application for reconsideration of this determination can be made following the guidelines enclosed.