



May 31, 2019

Sent via email

Letter L-27-19



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 dispute on the basis of being advised to wait until the next anniversary date to cancel the agreement.

Evidence and other considerations

The contract was signed on February 9, 2016 and the customer filed the dispute on April 2, 2019.

According to the customer, the sales representative coerced the customer into entering the agreement. The customer states that she had just moved into the premises at the time she executed the agreement and had no basis for natural gas rate comparison.

Access Gas Services Inc. (Access Gas) states its staff contacted the customer to discuss the dispute and offered to lower the natural gas rate or cancel the agreement on the next anniversary date with discounted liquidated damages. 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 this dispute, the customer confirms understanding the following key terms of the agreement:

- Access Gas will be supplying natural gas for five years at a rate of \$5.89/GJ;
- the customer may or 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 term 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 terms of the agreement. 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.

Access Gas 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 terms and conditions. The customer may wish to contact Access Gas directly to discuss whether the proposed resolution of the matter is still available.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

OK/dc
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.