



July 25, 2019

Sent via email

Letter L-37-19



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 misrepresentation of identity.

Evidence and other considerations

The contract was signed on [REDACTED] and the customer filed the dispute on [REDACTED].

According to the customer, the sales agent presented themselves as a representative of FortisBC and offered to freeze the cost of gas against future increases.

Access Gas Services Inc. 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 without charging 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 Commission 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 his understanding that Access Gas is independent of FortisBC and the government and that entering into an agreement is entirely voluntary. 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 his identity. 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 the gas marketer is not affiliated with FortisBC. 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/yl
Enclosure

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

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