



March 31, 2020

Sent via email

**Letter L-18-20**



**Re: Customer Choice Program – Dispute [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 the term.

Evidence and other considerations

The contract, signed September 5, 2019, came into effect on November 1, 2019. The customer filed the dispute on November 26, 2019.

According to the customer, the salesperson misrepresented the rate as a ceiling price and protection against future natural gas rate increases, and not as a fixed price product. The customer states that he was not left with a copy of the contract and that the salesperson directed the customer to answer in the affirmative to the questions during the Third-Party Verification (TPV) call. The customer contacted Access Gas on November 19, 2019 and requested a copy of the natural gas agreement.

Access Gas considers the agreement valid and binding.

Access Gas advised the customer that he may choose to get a reduced rate or cancel the agreement with a 50% discount on the early exit fees, both options effective on the next anniversary date, November 1, 2020. Access Gas have stated that the customer did not respond to the proposed resolutions.

During the TPV call, which was recorded and provided as evidence in the dispute, [REDACTED] confirms that he:

- has been provided with a copy of the signed agreement;
- is the [REDACTED];
- has authority to bind agreements for [REDACTED];

- agreed to a bid price of \$5.89 for a term of five years;
- has the right to cancel the agreement without penalty within 10 days.

As the matter has not been resolved directly between the customer and the gas marketer, the BCUC has reviewed, investigated, and adjudicated the matter.

BCUC determination

There is insufficient evidence to support the customer's statement that the salesperson misrepresented the price or term of the agreement, or that the customer was not provided with his copy of the agreement. During the TPV call, the customer confirms that he has been provided with a copy of his signed agreement, as well as his understanding of the rate, that he may not save money by entering into the agreement, and the cancellation terms. The customer did not cancel the agreement within the 10-day cancellation period. The agreement and the 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 the term in accordance with the terms and conditions. The customer may also wish to contact Access Gas to inquire whether the resolution proposed by the gas marketer is still available.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

OK/dg  
Enclosure

cc: Ms. Megan Sedawie  
Unbundling Supervisor  
Access Gas Services Inc.  
megans@accessgas.com

Mr. Charlie Barrotta  
Vice President  
Access Gas Services Inc.  
charlie.barrotta@accessgas.com

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