



March 31, 2020

Sent via email

Letter L-19-20



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 rate.

Evidence and other considerations

The contract dated November 27, 2019 came into effect January 1, 2020. The customer filed the dispute on December 18, 2019.

According to the customer, the sales representative misrepresented the rate by stating that his natural gas rate would remain the same as prior to entering the agreement and that the agreement would be a measure of protection from price fluctuations. Further, the customer alleges that the salesperson misrepresented his identity by claiming to represent FortisBC. The customer attempted to cancel the agreement four days after the 10-day cancellation period had lapsed.

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 as per the terms and conditions, both options effective on the next anniversary date, January 1, 2021.

During the Third-Party Verification (TPV) call, which was recorded and provided as evidence in the dispute, [REDACTED] confirms that he:

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

- 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 rate or his identity. During the TPV call, the customer confirms 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.

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.