



May 11, 2020

Sent via email

Letter L-23-20

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Customer Choice Program – [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

According to the customer, the salesperson misrepresented her identity by stating that she represents the BCUC and did not respect the posted "No Soliciting" sign on the business entrance. Further, the customer alleges that the salesperson misrepresented the potential savings of the Customer Choice program.

Access Gas Services Inc. (Access Gas) considers the agreement valid and binding.

Access Gas advised the customer that he may cancel the agreement as per the terms and conditions on the next anniversary date, August 1, 2020, with discounted early exit fees.

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

- he is the owner of [REDACTED];
- he has been provided with a copy of the signed agreement;
- Access Gas is completely independent of FortisBC Energy Inc. (FortisBC) or the government and entering into the agreement is entirely voluntary;
- he agreed to a bid price of \$5.89 for a term of five years; and
- he 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 her identity. During the TPV call the customer confirms his understanding that Access Gas is independent of FortisBC or the government and that entering into an agreement with Access Gas is voluntary. Further, 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 (Code of Conduct).

The customer provided evidence of a clearly visible "No Soliciting" sign on the entrance to the business. The photographic evidence is date-stamped prior to the customer entering into an agreement with Access Gas. Article 13 of the Code of Conduct states: "Posted signs restricting and/or prohibiting marketing and soliciting must be respected." By entering the business, the salesperson did not respect the posted sign. This is a violation of the Code of Conduct.

On this basis, the BCUC determines the contract shall be cancelled as of the inception date.

The customer will return to FortisBC for their natural gas supply and Access Gas will reimburse the customer for the difference between Access Gas' fixed natural gas rate and FortisBC's variable natural gas rate for the period the contract was in effect. Please note it may take one to three billing cycles for the change to appear on the customer's bill; a credit will be posted at that time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

DD/ae
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.