



July 28, 2020

Sent via email

Letter L-50-20

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

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 disputes 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 rate.

Evidence and other considerations

The contract was signed on January 10, 2017 and the customer filed the dispute on June 5, 2020.

According to the customer, the sales representative led her to believe, "the charges to the service was supposed to be lowered what FortisBC. would offer."

Access Gas Services Inc. (Access Gas) proposed to resolve the dispute by reducing their rates. [REDACTED] declined the offer.

Access Gas considers the original agreement 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 \$6.89/GJ;
- the customer understands that Access Gas is completely independent of FortisBC and the government, and entering into an agreement with Access Gas is entirely voluntary;
- 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.

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 their rates. Further, during the TPV call, the signatory confirms their understanding that Access Gas is independent of FortisBC and the government. Further, the signatory confirms understanding the key points of the agreement, including the term and rate, that she may not save money by entering into the agreement, and the cancellation provisions, specifically that early termination of the agreement may result in early exit fees. The agreement and TPV call are compliant with the requirements under the Code of Conduct for Gas Marketers. Access Gas proposed to reduce the rates of the agreement.

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 also wish to contact Access Gas to inquire whether the resolution proposed by the gas marketer is still available.

Sincerely,

Original signed by:

Marija Tresoglavic
Acting Commission Secretary

DD/aci
Enclosure

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

Mr. 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.