

September 25, 2020

Sent via email

Letter L-59-20

[REDACTED]

Re: Customer Choice Program – [REDACTED] /Access Gas Services Inc.

Dear [REDACTED]

The British Columbia Utilities Commission (BCUC) has received your Customer Choice dispute and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

Nature of the dispute

[REDACTED] (Customer) filed the dispute on the basis of marketing, and in particular, the misrepresentation of the rate.

Evidence and other considerations

The agreement, dated July 16, 2019, came into effect September 1, 2019. The Customer filed the dispute on July 29, 2020.

According to the Customer, the salesperson misrepresented the rate the Customer would pay for gas. The salesperson indicated that the Customer would pay the going FortisBC Energy Inc. rate, up to a maximum of \$5.89/GJ. Further, the Customer states that the salesperson misrepresented the potential savings of the Customer Choice program.

Access Gas Services Inc. (Access Gas, or Gas Marketer) states that, when contacted by the Customer regarding the gas rate, Access Gas advised the Customer that he could cancel the agreement as per the terms and conditions on the next anniversary date, September 1, 2021, with reduced early exit fees. [REDACTED] declined all offers.

Access Gas considers the agreement valid and binding.

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

- Is the owner of [REDACTED];
- Has authority to bind agreements for his organization;

- Has been provided with a copy of the signed agreement;
- Agreed to a price of no more than \$5.89 per GJ for a term of five years;
- Understands that by signing the agreement, [REDACTED] may not save money; and
- Has the right to cancel 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 now adjudicates the matter.

BCUC determination

Although the Customer submits that the rate was misrepresented to him, he agreed to the rate when he signed the agreement. The agreement clearly shows the “Bid Price, not to exceed” of \$5.89/GJ and states that “the price listed above simply provides a guaranteed fixed price alternative to the fluctuating natural gas rate offered by FortisBC that is subject to change every three (3) months.” By signing the agreement [REDACTED] agreed to the bid price listed.

Further, the agreement also states that “On or before the Bid Price Expiry Date, the Customer will be sent written confirmation of the executed price (the “Price”), which Price shall not exceed the Bid Price outlined above.” The Bid Price Expiry Date is shown as August 1, 2019, and there is no evidence to dispute that the Gas Marketer sent the written confirmation to the Customer.

There is insufficient evidence that the salesperson misrepresented the rate or the potential savings to the Customer. During the TPV call, the Customer confirms his authority to bind agreements for the organization by stating that he is owner and confirms his understanding of the rate, the cancellation terms, and that he may not save money by entering into 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/cmv
Enclosure

cc: Ms. Megan Sedawie
Unbundling Supervisor
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Mr. Charlie Barrotta
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An application for reconsideration of this determination can be made following the guidelines enclosed.