

November 5, 2020

Sent via email

Letter L-67-20



Re: Customer Choice Program – Dispute [REDACTED] (Acct [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 terms of the Agreement.

Evidence and other considerations

The Agreement, dated October 23, 2019, came into effect January 1, 2020. The Customer filed the dispute on September 21, 2020.

According to the Customer, she had made several attempts to cancel her contract but did not receive communications back from the Gas Marketer. Further, she states that she was not aware that she had entered into an Agreement with the Gas Marketer and did not save any money.

Access Gas Services Inc. (Access Gas) offered to lower [REDACTED] fixed rate or discount the applicable exit fees.

Access Gas considers the Agreement valid and binding.

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

- is the Owner of [REDACTED];
- has authority to bind agreements for her organization;
- has been provided with a copy of the signed Agreement;
- agreed to a price of \$5.89 for a term of five years;

- understood that [REDACTED] may or may not save money in the Customer Choice Program; 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 and adjudicated the matter.

BCUC determination

There is insufficient evidence to support the Customer's statement that the sales representative misrepresented the ability to save money in the Customer Choice program. Further, the signatory confirms her understanding of 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.

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
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.