



July 5, 2021

Sent via email

Letter L-23-21

[REDACTED]

Re: Customer Choice Program – [REDACTED] / Summitt Energy BC L.P.

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

[REDACTED] (Customer) filed the dispute on the basis of rate misrepresentation.

Evidence and other considerations

The Agreement, dated [REDACTED], came into effect November 1, 2016. The Customer filed the dispute on [REDACTED].

According to the Customer, "[t]hey prefilled a contract and said the rate would always be cheaper than Fortis, but could not give me time to review. Now I find that I was paying [REDACTED]/GJ with Fortis and Summitt Energy has been charging [REDACTED]/GJ [sic]." Further, the Customer expressed their concern with communications with the gas marketer stating "When I expressed displeasure with their rates, they told me that cancelling the service would result in extremely high cancelation fees..."

Subsequent to the filing of the dispute, Summitt Energy BC L.P. (Summitt Energy) spoke with the Customer offering to waive the applicable exit fees as a Customer Service gesture.

Summitt Energy stated there is no valid reason to terminate the Agreement.

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

- is the FortisBC account holder;
- has been provided with a copy of the signed Agreement;
- agreed to a price of \$[REDACTED] per GJ for a term of five years;
- understood that he 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 rate. Further, the signatory confirms his understanding of the key points of the Agreement, including the term and rate, that he 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.

Summitt Energy 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 Summitt Energy to inquire whether the resolution proposed by the Gas Marketer is still available.

Further, the BCUC notes the Code of Conduct for Gas Marketers, Article 33, states that for Residential Consumers, the TPV call must follow the standardized scripting. The BCUC will not allow additions or deviations from the standardized script at this time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

DD/dg
Enclosure

cc: Mr. Elgin Tagle
Manager, Regulatory Affairs & Compliance
Summitt Energy BC L.P.
etagle@summittenergy.ca

An application for reconsideration of this determination can be made following the guidelines enclosed.