



July 16, 2021

Sent via email

Letter L-25-21

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

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

Evidence and other considerations

The Agreement, dated [REDACTED], came into effect September 1, 2017. The Customer filed the dispute on [REDACTED].

According to the Customer, "2017 salesman came, stated he was part of fortisbc customer choice program and by signing i would be paying a lower than fortis bc rates he said by buying in bulk and selling at a lower cost to consumers and would never go above the 'cap rate' [sic]." Further, the Customer expressed their concern with the cancellation terms stating he "...was told that it didn't matter what the salesman said because i confirmed the contract over the phone, also there was no way to cancel until my anniversary date [sic]."

Prior to the filing of the dispute, Access Gas Services Inc. (Access Gas or Gas Marketer) spoke with the Customer confirming the cancellation policy and further offering to reduce the rate to \$[REDACTED] per GJ effective the next anniversary date September 1, 2021, as a Customer Service gesture. The Customer declined the offer of a reduced rate.

Subsequent to the filing of the dispute, Access Gas Services Inc. (Access Gas or Gas Marketer) spoke with the Customer offering to reduce the rate or the applicable exit fees as a Customer Service gesture. The Customer declined both offers.

Access Gas 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.

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.

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 Commission will not allow additions or deviations from the standardized script at this time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

AS/cmv
Enclosure

cc: Ms. Megan Sedawie
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Access Gas Services Inc.
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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.