



ORDER NUMBER
G-239-25

IN THE MATTER OF
the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

Summitt Energy BC LP
Potential Non-Compliance with Code of Conduct for Gas Marketers

BEFORE:
B. A. Magnan, Commissioner

on October 1, 2025

ORDER

WHEREAS:

- A. On August 28, 2024, a customer, S.K. (Customer), filed with the British Columbia Utilities Commission (BCUC) a dispute (Dispute) against Summitt Energy BC LP (Summitt). In the Dispute, the Customer requested to cancel a gas marketing agreement with Summitt signed on August 12, 2024, with a start date of November 1, 2024 (Agreement). The Customer indicated “Marketing: Misrepresentation – Term” as the reason for Dispute, without further details;
- B. Summitt is a licensed gas marketer located in Burnaby, BC, with approximately 2,356 customers and operates as part of the Natural Gas Customer Choice Marketing Program in BC (Customer Choice);
- C. As a condition of its license, Summitt is required to abide by the Rules for Gas Marketers, approved by the BCUC on October 18, 2013, by Order A-12-13, and the Code of Conduct for Gas Marketers (Code of Conduct). The Ninth Revision (Amended) of the Code of Conduct was approved by Order A-12-23, effective December 18, 2023, and was in effect when the Agreement was signed;
- D. In accordance with the Customer Choice dispute process, Summitt filed with the BCUC its response to the Dispute, including a transcript/copy of the Third-Party Verification (TPV) call conducted with the Customer in relation to the Agreement;
- E. A TPV consists of a digitally recorded telephone call or electronic process, which must be conducted by a gas marketer after the signing of a contract, in order to receive verification from the customer regarding certain aspects of their enrolment and contract. The Code of Conduct governs the approved form of TPVs;
- F. On October 24, 2024, the Dispute was closed without adjudication after the BCUC was informed that the Customer had accepted Summitt’s offer to cancel the Agreement before its start date;

- G. As part of the Customer Choice dispute process, BCUC staff reviewed the Dispute evidence and identified aspects of the content of the Agreement and Summitt's conduct during the TPV call placed to the Customer that may have contravened the requirements of the Code of Conduct;
- H. BCUC staff prepared a report dated April 25, 2025, recommending that the BCUC hold a hearing to determine if Summitt contravened section 71.1(3) of the *Utilities Commission Act* (UCA) by failing to comply with the Code of Conduct;
- I. By Order G-139-25 dated June 10, 2025, the BCUC determined that a public hearing to investigate whether Summitt is in breach of the Code of Conduct was warranted. The BCUC established a regulatory timetable that included public notice, BCUC information requests to Summitt, and an opportunity for Summitt to submit a final argument. Summitt submitted its final argument on July 28, 2025; and
- J. The BCUC has reviewed the evidence in this proceeding and finds the following determinations to be warranted.

NOW THEREFORE pursuant to section 109.1(1) of the UCA, and for the reasons outlined in the decision accompanying this order, the BCUC orders as follows:

1. Summitt has contravened section 71.1(3) of the UCA by failing to comply with the conditions on Summitt's gas marketer licence set out in Directives 3b, 3c and 3g of Order A-7-23.
2. Summitt is directed to review its training materials to ensure that they align with the latest versions of the Code of Conduct and its Licence Order and file a submission with the BCUC regarding the results of this review, along with any proposed updated training materials, by no later than **Friday, October 31, 2025**.

DATED at the City of Vancouver, in the Province of British Columbia, this 1st day of October 2025.

BY ORDER

Electronically signed by Bernard Magnan

B. A. Magnan
Commissioner

DECISION

1.0 Background

Summitt Energy BC LP (Summitt) is a licensed gas marketer located in Burnaby, BC, with approximately 2,356 customers and operates as part of the Natural Gas Customer Choice Marketing Program in BC (Customer Choice Program).

The Customer Choice Program enables direct natural gas sales by gas marketers to low-volume customers, who have the option to purchase their natural gas from FortisBC Energy Inc. (FEI) or from an independent gas marketer at fixed rates. Summitt contracts to supply gas to the public utility, in this case FEI, and also enters into gas supply contracts with residential and commercial consumers who are served by FEI. FEI delivers the gas to the Summitt customers and bills them at a fixed rate as established, for periods of up to five years, in each customer's Summitt agreement.

On August 28, 2024, S.K. (Customer) filed with the British Columbia Utilities Commission (BCUC) a dispute against Summitt (Dispute). The Customer requested to cancel a Customer Choice Program agreement with Summitt signed on August 12, 2024, with a start date of November 1, 2024 (Agreement). The Customer indicated "Marketing: Misrepresentation – Term" as the reason for Dispute, without further details.

Summitt filed Dispute evidence in accordance with the Dispute Guidelines for the Customer Choice Program.¹ The Dispute was closed without adjudication after the BCUC was informed that the Customer had accepted Summitt's offer to cancel the Agreement before its start date. There was no evidence of the alleged term misrepresentation. However, in review of the Dispute evidence, BCUC staff identified other potential non-compliances with the Code of Conduct for Gas Marketers (Code of Conduct).

BCUC staff prepared an investigation report dated April 25, 2025, regarding Summitt's potential non-compliance with the Code of Conduct (Staff Investigation Report) and recommended that the BCUC hold a hearing to determine if Summitt contravened section 71.1(3) of the *Utilities Commission Act* (UCA).²

On June 10, 2025, by Order G-139-25, the BCUC established a public hearing and a regulatory timetable that included public notice, BCUC information requests to Summitt, and an opportunity for Summitt to submit a final argument. Summitt submitted its final argument on July 28, 2025.

2.0 BCUC Staff Investigation

After a consumer signs a Customer Choice Program agreement with a gas marketer (Consumer's Agreement) and before it is submitted to the local natural gas distribution company (LDC) for enrolment in the Customer Choice Program, gas marketers must confirm the consumer's understanding of the key elements of the Consumer's Agreement and verify certain aspects of their enrolment using a script previously approved by the BCUC in a process called Third-Party Verification (TPV).

¹ Order A-12-13, Appendix B.

² Exhibit A2-1.

On August 13, 2024, Summitt completed the TPV regarding the Agreement signed by the Customer on the previous day. The TPV was in the form of a digitally recorded phone call from a Summitt representative (TPV Agent) to the Consumer (Call). At the time of the Call, the applicable TPV script for Summitt was the one approved by the BCUC on February 28, 2022 (Approved TPV Script).³

In their review of the Call, BCUC staff noted potential non-compliances with the Code of Conduct, as indicated in the following excerpts from the Staff Investigation Report:⁴

During the Call, the TPV Agent provided inaccurate information to the Customer about the Agreement. First, that the Call was “for the renewal verification”,⁵ when the Customer had signed a new agreement. The Customer affirmed they did not remember having this agreement before.⁶ In response, the TPV Agent stated they would “have a look” and came back stating that the Customer had “...been with [Summitt] since 2020 to 2025 with the gas contract... You signed in 2020...”.⁷ The Customer did not question the information again and the TPV Agent proceeded with the Call.

[...]

During the Call, the Customer seemed surprised when the TPV Agent asked if the Customer understood that by signing a fixed-rate agreement they will/may⁸ not save money and asked the TPV Agent to repeat the question.⁹ After fulfilling the Customer’s request, the TPV Agent provided the Customer with their own explanation about fixed-rates and savings,¹⁰ which was not part of the Approved TPV script. The Customer affirmed to be confused and the salesperson provides another explanation,¹¹ in their own words, also not included in the Approved TPV script.

[...]

The Consumer’s Agreement Summitt filed as part of the Dispute evidence is signed by the Customer, but the title field was left blank.

3.0 Legislative Authority

Section 71.1 (3) of the UCA requires that:

A gas marketer must comply with the commission rules issued under subsection (10) and the terms and conditions, if any, attached to the gas marketer licence held by the gas marketer.

Through Order A-7-23 (Licence Order), the BCUC issued Summitt a gas marketer licence for the period November 1, 2023 to October 31, 2024, during which period the Call to the Customer occurred. Directives 3b, 3c and 3g of the Licence Order established the following conditions on Summitt’s gas marketer licence:

This Gas Marketer Licence is subject to the following conditions:

³ Exhibit A2-1, p. 3.

⁴ Exhibit A2-1, pp. 2, 3, 4.

⁵ Call, 00:10.

⁶ Call, 01:15.

⁷ Call, 01:22.

⁸ The TPV Agent first said, “will not save money and subsequently corrected themselves to “...may not save money.”

⁹ Call, 03:30.

¹⁰ Call, 03:48.

¹¹ Call, 04:28.

[...]

- b. Summitt Energy must comply with the Code of Conduct for Gas Marketers and Rate Schedule 36 of FortisBC Energy Inc.
- c. Summitt Energy shall ensure that its employees, salespersons or other representatives of its products and services comply with the standards required of a Gas Marketer as set out in the Code of Conduct for Gas Marketers and Summitt Energy shall be responsible for any non-compliance of its employees, salespersons or other representatives of its products and services.

[...]

- g. Summitt Energy must strictly adhere to its approved Third-Party Verification script as outlined in Article 33 of the Code of Conduct for Gas Marketers.

Further to the conditions set out in the Licence Order, Summitt Energy was required to comply with Articles 14, 26, and 33 of the Code of Conduct as follows:¹²

Article 14

A Salesperson shall not make any statement or take any measure which, directly or by implication, omission, ambiguity or exaggeration, is likely to mislead a Consumer with regard to the benefits of the Program, terms of the Offer, Consumer's Agreement or any other matter.

Article 26

The agreement must include a Title field next to Consumer's Name, to be completed by the signatory. For Residential Consumers, the signatory may be the Account Holder or a legally authorized representative.

Article 33

For Residential Consumers, the TPV must follow the standardized scripting set out below. The Commission will not allow additions or deviations from the standardized script at this time.

Sections 109.1(1) and (3) of the UCA provide that:

(1) After giving a person an opportunity to be heard, the commission, for the purposes of section 109.2, may find that the person has contravened a provision of

(a) this Act or the regulations, or

(b) an order, standard or rule of the commission or a reliability standard adopted by the commission.

[...]

(3) Without limiting section 112, if an employee, contractor or agent of a corporation contravenes a provision referred to in subsection (1) of this section in the course of carrying out the employment, contract or agency, the corporation also contravenes the provision. [...]

¹² At the time of the Call, the Ninth Revision of the Code of Conduct, as amended by Order A-12-23, was in effect.

4.0 Potential Non-Compliance of the Code of Conduct for Gas Marketers

Summitt Final Argument

In its final argument, Summitt addresses the following alleged breaches of the Code of Conduct noted in the Staff Investigation Report:

- a. The TPV Agent made inaccurate statements about the Agreement.
- b. The TPV Agent deviated from the Approved TPV Script.
- c. The title field on the Agreement was left blank.

In addition, Summitt provides information about the steps it takes to ensure quality control for TPV calls and the materials it uses to train its employees.

Inaccurate Statements About the Agreement

Summitt acknowledges that the TPV Agent inaccurately stated that the customer had been with Summitt since 2020. Summitt states that “this issue arose due to human error and was not related to any failure or malfunction of Summitt’s information systems.”¹³

Summitt submits that it trains its TPV agents to follow the applicable TPV script and that its salespeople and TPV agents are trained in accordance with Article 22 of the Code of Conduct.¹⁴

Deviations from the Approved TPV Script

Summitt acknowledges that the TPV Agent’s responses to the Customer’s questions “extended beyond the boundaries of the Approved Script.”¹⁵ Summitt submits that the TPV Agent’s responses were made in a good-faith effort to clarify the Customer’s understanding, and at no point were there any ill intentions or deliberate attempts to mislead the Customer.

Further, Summitt explains that as soon as it became aware of the issue, it was communicated to the TPV Agent’s supervisor, a one-on-one review of Summitt’s training manual was conducted, and compliance staff have started a six-month period of increased internal audits of the TPV Agent’s calls.¹⁶

Title Field on the Agreement Left Blank

Summitt submits that the title field on the Agreement was left blank. Summitt acknowledges that “this omission does not align with the expectation of completeness under Article 26.”¹⁷

Summitt states that it has reviewed and reinforced its enrolment procedures with staff to flag and prevent any agreements from proceeding where required fields are incomplete or blank.¹⁸

¹³ Final Argument, p. 1.

¹⁴ Final Argument, p. 1.

¹⁵ Final Argument, p. 2.

¹⁶ Final Argument, p. 2.

¹⁷ Final Argument, p. 3.

¹⁸ Final Argument, p. 3.

Panel Determination

In this section, the Panel considers whether Summitt contravened section 71.1(3) of the UCA by failing to comply with the conditions set out in the Licence Order, including the requirement to comply with the Code of Conduct.

Contravention of the Code of Conduct

Section 71.1(3) of the UCA requires Summitt to comply with the terms and conditions attached to Summitt's gas marketer licence. Directives 3b, 3c and 3g of the Licence Order imposed conditions on Summitt's gas marketer licence, requiring it to comply with Articles 3, 14, 26, and 33 of the Code of Conduct, and to ensure that its employees, salespersons or other representatives comply as well.

For the reasons set out under the subheadings below, the Panel finds that Summitt failed to comply with Articles 14, 26, and 33 of the Code of Conduct, and also failed to ensure that the TPV Agent complied with the Code of Conduct. Although the Panel recognizes Summitt's submissions that the failures of the TPV Agent in this case arose from "human error", and that Summitt has taken steps to address the failures in this instance, the Panel notes that the TPV Agent was a representative and salesperson of Summitt. Section 109.1(3) of the UCA provides that "if an employee, contractor or agent of a corporation contravenes [a provision of the UCA or an order, standard or rule of the BCUC] in the course of carrying out the employment, contract or agency, the corporation also contravenes the provision". Directive 3c of the Licence Order also requires Summitt to ensure that its employees, salespersons or other representatives of its products and services comply with the Code of Conduct and makes Summitt responsible for any non-compliance. **Accordingly, the Panel finds that Summitt contravened section 71.1(3) of the UCA by failing to comply with Directives 3b, 3c and 3g of the Licence Order.**

Article 14

The Panel finds that Summitt breached Article 14 of the Code of Conduct when its TPV Agent made the statement that the "Customer had been with Summitt Energy BC LP (Summitt) since 2020 to 2025 with the gas contract". The TPV Agent did not give complete and accurate information to the Customer during the TPV call.

Summitt acknowledges that the TPV Agent inaccurately stated that the Customer had been with Summitt since 2020.

Article 26

The Panel finds that Summitt breached Article 26 of the Code of Conduct because the title field of the Agreement was left blank.

Summitt acknowledges that the title field in the Agreement was left blank.

Article 33

The Panel finds that Summitt breached Article 33 of the Code of Conduct when the TPV Agent provided explanations not included in the Approved TPV Script. The Panel reminds Summitt that the TPV call is meant to confirm the consumer's understanding of key elements of the Consumer's Agreement, not to substitute or complement explanations that should have been sufficiently provided before the Consumer's Agreement signature. The TPV Agent should reasonably have concluded that the Customer did not understand critical aspects of the Agreement and terminated the Call. Instead, the TPV Agent continued the Call and deviated from the Approved TPV Script to clarify those critical aspects, breaching Article 33.

Above, the Panel established that Summitt breached the Code of Conduct and contravened section 71.1(3) of the UCA. The question of whether or not the BCUC should impose an administrative penalty on Summitt for this contravention is not before the current Panel.

However, to ensure that its employees remain informed of their obligation to comply with the Code of Conduct, **Summitt is directed to review its training materials to ensure that they align with the latest versions of the Code of Conduct and its Licence Order and file a submission with the BCUC regarding the results of this review, along with any proposed updated training materials, by no later than Friday, October 31, 2025.**

DATED at the City of Vancouver, in the Province of British Columbia, this 1st day of October 2025.

Electronically signed by Bernard Magnan

B. A. Magnan
Commissioner

Summitt Energy BC LP
Potential Non-Compliance with Code of Conduct for Gas Marketers

EXHIBIT LIST

Exhibit No.	Description
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COMMISSION DOCUMENTS

- | | |
|-----|---|
| A-1 | June 10, 2025 – Panel Appointment |
| A-2 | June 10, 2025 – BCUC Order G-139-25 establishing a regulatory timetable |
| A-3 | June 25, 2025 – BCUC Information Request No. 1 to Summitt |

COMMISSION STAFF DOCUMENTS

- | | |
|--------|---|
| A2-1 | June 10, 2025 – BCUC Staff submitting Staff Investigation Report dated April 25, 2025 |
| A2-2 | June 10, 2025 – BCUC Staff submitting BCUC Staff letter dated October 24, 2024 |
| A2-2-1 | CONFIDENTIAL – June 10, 2025 – BCUC Staff submitting BCUC Staff letter dated October 24, 2024 |
| A2-3 | CONFIDENTIAL – June 10, 2025 – BCUC Staff submitting Summitt Energy BC LP (Summitt) audio recording dated September 11, 2024 |

APPLICANT DOCUMENTS

- | | |
|-----|--|
| B-1 | June 18, 2025 – SUMMITT ENERGY BC LP (SUMMITT) submitting confirmation of Public Notice in compliance with Order G-139-25 Directive 2 |
| B-2 | July 16, 2025 – Summitt submitting response to BCUC Information Request No. 1 |