

November 16, 2015

Submitted by email to: boardsec@ontarioenergyboard.ca

Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

RE: GIVING EFFECT TO THE OEB'S REPORT ON THE EFFECTIVENESS OF THE ENERGY CONSUMER PROTECTION ACT, 2010 OEB FILE NO.: EB-2015-0268

Just Energy Ontario L.P. ("Just Energy") has assessed the content and the impact of the Ontario Energy Board's ("Board's") proposed revisions to the disclosure statements, price comparisons and contract verification scripts as well as the newly proposed contract cover sheet and "tip sheet". Just Energy is supportive of the Board's intended purpose, as specified in its letter dated October 30, 2015, but has a number of concerns regarding the necessity and fairness of some of these proposed changes as well as the timing for implementation of these changes. The majority of Just Energy's amendment requests center around maintaining neutrality in the portrayal of energy retailers and utilities as well as in the explanation of consumer rights and obligations under an energy contract. In some cases, the language is extremely harsh and negative toward retailers which we are strongly opposed to. We have tracked our requests within the regulatory instruments for the Board's ease of reference and understanding.

Disclosure Statements

With respect to the Board's proposed revisions to the disclosure statements, Just Energy requests that suppliers maintain the ability to use version codes. We further request the ability to review the other versions of the disclosure statements and make comment prior to their implementation. Just Energy proposes the changes that are tracked in the enclosed disclosure statements and request confirmation that this document will be scaled to fit on one page.

Price Comparisons

With respect to the Board's proposed revisions to the price comparisons, Just Energy requests that suppliers maintain the ability to use version codes. For the electricity price comparison, we request the Board make it transparent that the Global Adjustment is not an energy retailer charge but rather a charge that the Ontario government requires all energy consumers to pay. Our proposals are tracked in the enclosed price comparisons. If it is the Board's intent for the proposed revisions to the Price Comparisons to take effect on January 1, 2016, Just Energy request that the review and consultation on these documents be expedited and take precedent over the other regulatory instruments. The changes are substantial from a technology and business operations standpoint and therefore require time for suppliers to implement. Just Energy anticipates that it will take 250 hours to effect this change to 50 templates and would appreciate as much time as possible to do so.

Scripts

With respect to the Board's proposed revisions to the residential and non-residential dual-fuel scripts, Just Energy submits that the Board's intention to have allowed "greater flexibility in relation to certain elements of the verification script, similar to the flexibility that currently exists with the renewal script" has not materialized in the verification scripts the Board has proposed and issued for comment. Today, the renewal script section of the Code of Conducts offers suppliers the ability to make some changes to renewal script so long as suppliers "include all of the statements and questions set out in the applicable script approved for that purpose by the Board" and so long as suppliers do not "make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable OEB approved script." These renewal script requirements afford suppliers flexibility. On the contrary, the proposed Code of Conducts still require suppliers to not only read verification script questions in the order they appear but require suppliers to read them verbatim as well. The revised Code of Conducts state; "the verification representative shall ensure that the call includes all of the statements and questions set out in the applicable script.....and that those statements and questions are made and asked in the order set out in the script." It further requires that the "the verification representative shall not deviate from the applicable OEB approved script except when and as expressly permitted by the terms of the script...". The terms of the revised verification scripts permit suppliers to only ask additional questions only at the end of the verification script. Just Energy does not understand the rationale behind asking a customer for their name and minutes later (after asking several other questions and making several other statements) ask the customer how to spell their name. Just Energy requests that the Board follow through with its proposal of allowing greater flexibility for verification scripts, similar, to what is allowed for renewal scripts. With respect to the content of the scripts, we note that not all supplier products have per unit pricing and request the price field be changed to accommodate said types of products similar to the current scripts. Just Energy proposes the changes that are tracked in the enclosed scripts and request the Board provide renewal scripts for review and comment prior to the implementation of the same.

Contract Cover Sheet

With respect to the Board's proposed cover sheet which is to be included with supplier contracts, Just Energy questions the impetus behind this proposal. The proposed cover sheet spans three pages and goes beyond emphasizing key provisions of a retail contract and seems to be a glossary of contract terms. Today, suppliers are required to provide, among other things: (a) a contract to consumers setting out provisions required by the *Energy Consumer Protection Act, 2010*; (b) a Disclosure Statement that sets out information a consumer should know prior to entering into a contract with an energy supplier; (c) a Price Comparison Form which attempts to compare a consumer's utility rate and bill cost against the supplier rate and bill cost; and (d) conduct a verification call when required using a script prescribed by the Board to ensure a consumer's clear understanding of the energy supplier contract price, term, relationship with the utility, inability to promise savings and cancellation rights among other things. Given this, it is Just Energy's view that adding more documents to the list of documents suppliers are required to provide to consumers and consumers must review and interpret will not make them more aware of their rights and obligations under a supplier contract; but rather, would further complicate an already complicated energy contracting process.

Just Energy submits that the key to increasing consumer understanding of their rights and obligations under supply contracts is to enhance existing documents previously created for that same purpose as well as to implement consumer education initiatives. Increasing the number of documents for consumers to review will cause consumer confusion and place an unnecessarily onerous burden on suppliers. Just Energy is strongly opposed to the cover sheet and request that the cover sheet be stricken out from the Board's list of proposed regulatory instruments and replaced with a requirement to place on the front

page of the contract a consumer's cancellation rights, exit fee, contract length, supply start and end date, charges to be paid under the contract, and the like.

If the Board believes that additional documents containing a glossary of contract terminology will increase consumer protection, Just Energy proposes the changes that are tracked in the enclosed cover sheet and request that the document be renamed "Glossary of Terms" or the like and be positioned at the end of the terms and conditions.

We note too that the cover sheet instructs consumers that their natural gas and electricity utility will send written notice to consumers of their switch to a supplier. Just Energy submits once more that it is unnecessary to require this notice given the already existing Board required instruments such as the disclosure statement, price comparisons and verification scripts which, from our understanding, were put in place to enhance consumer understanding of their rights and obligations under the contract and afford greater protections from unfair business practices. We further submit that the benefit of sending this one time notice may not outweigh the cost. There are some distributors who have been sending similar notices since before the ECPA, 2010 review. The ECPA review findings as well as the content of the Board's report to the Minister of Energy do not suggest any material outcome on the effectiveness of sending these notices. Given the short timeframe between the pending regulation changes and the proposed Board implementation date of January 1, 2016, Just Energy requests that the Board considers a post January 1, 2016 implementation date.

"Tip Sheet"

With respect to the Board's proposed new "tip sheet" requirement, Just Energy submits that the Board should not solely requiring energy suppliers to be the catalyst for enhancing consumer literacy and consumer awareness. While we agree with the intent of said "tip sheet", which is to educate consumers, we submit that it is an initiative that should be carried out as part of the Board's consumer education campaign; the cost for which should not be borne solely by energy suppliers. The number of OEB required documents consumers must review, understand and sign is overwhelming to consumers without this "tip sheet" and the implementation of said "tip sheet" will only compound this fact and leave energy suppliers with higher costs to bear. In the event the Board finds this proposal necessary to implement, Just Energy submits the changes tracked in the enclosed "tip sheet".

Conclusion

In conclusion, energy suppliers can provide value and will continue to provide value to customers – Just Energy regards itself as a leader in innovative energy and technology solutions. Improving consumer protection does not have to mean limiting consumer choice. The existence of energy retailers provides consumers with more choice so that they are better equipped and informed to make decisions about what energy commodity and non-commodity services solutions work best for them and provides them with innovative and solution oriented products to use.

Just Energy is committed to supporting Ontario's goal of enhanced consumer protection and hopes that it can be a collaborative partner with the Board in the development and enhancement of regulatory instruments that meet this goal, while continuing to allow consumers to efficiently and effectively choose the best products to meet their needs.

There are substantial IT and business operation changes required and request the Board consider a post January 1, 2016 implementation date especially given that there are versions of documents that we have not yet seen and reviewed.

Just Energy is happy to answer any further questions you may have either by phone or in person. Thank you again for your consideration of this submission, and we look forward to participation in future consultation activities.

Sincerely,



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Disclosure Statement [Dual Fuel Residential]

You have choices and rights. Reading this will help you understand them.

Thinking of switching to a retail contract? There's a lot to think about. This Disclosure Statement was prepared by the Ontario Energy Board, the independent regulator, to help you understand your options, and some of your rights and responsibilities if you enter into a retail contract.

You have options – Your energy can be supplied by:

(a) Your gas and electricity utilities. For most consumers, the natural gas and electricity prices charged by utilities are set by the Ontario Energy Board which are volatile and are subject to change throughout the year.

or

(b) An energy retailer, if you enter into a contract. The Ontario Energy Board does not set prices for energy retailer contracts. Retailers are licensed by the Ontario Energy Board and are required to adhere to the OEB Code of Conduct and Energy Marketing Regulation

You ~~do not have to enter into a contract~~ can choose an energy retailer. Your energy service will continue either way.

Don't feel pressured

Don't sign at the door – Energy retailers are not permitted to ask you to enter into a contract on the doorstep of your home. Take the time that you need to decide if a retail contract is right for you.

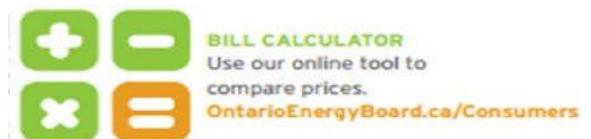
Savings are not guaranteed – A retail contract may not save you money. Check the Price Comparison sheets you received from the energy retailer before making a decision.

Energy retailers are private companies – ~~They~~ Energy retailers are not your utility, the Ontario Energy Board or the government. The Ontario Energy Board never visits consumers at home.

Compare prices and read carefully

Compare prices – The energy retailer must give you two Price Comparison sheets before you enter into a contract for natural gas and electricity (one each for natural gas and electricity) that compares the price currently charged

by your utilities with the price offered by the energy retailer. It also explains that you remain responsible for paying still have to pay your share of the "Global Adjustment" ~~in addition to the electricity price offered by the energy retailer.~~



Review your utility bills to understand what you are paying for your energy today. This will help you when you think about the information on the Price Comparison sheets.

Remember, a contract is only for the natural gas and electricity that you use. Even with a contract, you must still pay your gas and electricity utilities to have natural gas and electricity delivered to your home.

Read the contract – A contract is a legal agreement between you and an energy retailer. When you enter into a contract, you have rights but you also have obligations. So it is important that you read and understand a contract before you enter into it. The price offered, the length of time the contract will be in place, features of the product, cancellation rules and cancellation fees are some of the important elements.

Understand payment options – If you are on an equal payment plan, make sure you ask your electricity and natural gas utilities if you can stay on their plan if you enter into a contract.

After switching – What's next?

Having second thoughts?

If you change your mind, you can cancel your contract without a cancellation fee in these cases:

- within **20** days after entering into a contract;
- within [**X**] days after you receive your second bill under the contract. You will still have to pay the bill.

You can cancel any time after that, but there may be a cancellation fee. Review your contract carefully for all cancellation details.

Confirming your contract

| The energy retailer will call you 20-45 days after you've entered into a contract to verify that you wish to

continue with the contract. The choice is yours. If you tell the energy retailer that you do not want to continue with the contract, your energy supply will not be switched. You will not have to pay a cancellation fee.

Acknowledgement

I have read and understood this Disclosure Statement. This Disclosure Statement is not part of the contract.

Signature _____ Date: _____

Remember, we're here to help you. Contact us if you have any questions.

[insert contact details]

Ce document est aussi disponible en français.

This Disclosure Statement is also available on the Ontario Energy Board's website (www.ontarioenergyboard.ca) in a large-print version and in the following languages: [list other languages].

Add OEB Logo/January 1, 2016

CONSIDERING A SWITCH? COMPARE PRICES FIRST

This document is valid from November 1, 2015 to April 30, 2016

This price comparison sheet can help you think about what your electricity prices will be if you decide to buy your electricity from the electricity retailer that gave you this form. It shows you what an average household pays for electricity when buying its electricity from the utility and what that same household would pay if it bought electricity at the price offered by the electricity retailer. Table A and Table B below compare prices for a residential customer who uses:

800 kilowatt-hours (kWh) of electricity each month:

- 64% (or 512 kWh) during Off-Peak hours
- 18% (or 144 kWh) during Mid-Peak hours
- 18% (or 144 kWh) during On-Peak hours



BILL CALCULATOR
Use our online tool to compare prices.
OntarioEnergyBoard.ca/Consumers

The amount of electricity you use each month and your time-of-use pattern may be different. You may also be paying tiered prices rather than time-of-use.

To compare prices based on your own electricity use and time-of-use pattern and pricing type, you can use your current electricity bill and the online bill calculator on the Ontario Energy Board's website.

WHICH PRICE WORKS BETTER FOR YOU?

Most consumers buying electricity from their utility pay time-of-use electricity prices set by the Ontario Energy Board (OEB). Table A below shows the time-of-use prices in effect now, which are valid from November 1, 2015 to April 30, 2016. These prices can change every May and November. Table B below shows the contract price offered by the electricity retailer that gave you this price comparison sheet. Retailer s are required to follow the OEB Code of Conduct, are licensed by the OEB and offer prices that are not set by the OEB.

Remember, a contract is only for the costs on the electricity line of your bill. The Tables below only compare prices for that part of your bill. Even if you switch to a retailer, you will still have to pay other charges, as you do now, every month to have your electricity delivered to your home by your utility. These charges include delivery and regulatory charges, as well as taxes.

Table A: Prices if you purchase electricity from your Electricity Utility	
Electricity Prices	Prices
Off-Peak 512 kWh x 8.3 cents/ kWh	\$42.50
Mid-Peak 144 kWh x 12.8 cents/ kWh	\$18.43
On-Peak 144 kWh x 17.5 cents/ kWh	\$25.20
Subtotal	\$86.13
Global Adjustment*	An estimated monthly amount is already included in the above
Total	\$86.13

Table B: Contract Price offered by [retailer name]. This information has been prepared by the electricity retailer.	
Electricity Prices	Prices
800 kWh x X.XX cents/ kWhkWh	\$XXX.XX
[Retailer Charge]	
[Retailer Charge]	
[Retailer Charge]	
Subtotal	\$XXX.XX
Global Adjustment*:	\$XXX.XX
800 kWh x 8.79 cents/ kWh estimated (actual monthly amount may vary)	
Total	\$XXX.XX

Description of Contract Price: The information below has been prepared by the electricity retailer to describe the contract price that is being offered to you.

*** About the Global Adjustment (GA):**

The Ontario Government requires All electricity consumers have to pay their share of the GA. The electricity prices offered by your utility already include an estimate of the GA. If you ~~switch~~ to choose a retailer, ~~you will have to pay your share of the~~ you are still responsible to pay the GA ~~which will be displayed separately from in addition to~~ the contract price. The GA is calculated each month, and can change every month. ~~And y~~ou will start to see the GA as a separate line item on your electricity bill. For more information about the GA, see the OEB website.

Acknowledgment

I have read and understood this price comparison. This Price Comparison is not part of the contract.

Signature: _____ Date: _____

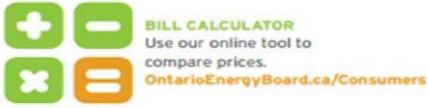
Ce document est aussi disponible en français. [Insert OEB contact information.]

CONSIDERING A SWITCH? COMPARE PRICES FIRST

This document is valid from November 1, 2015

This price comparison sheet can help you think about what your natural gas prices will be if you decide to buy your gas from the gas marketer that gave you this form. It shows you what an average household pays for natural gas when buying it from their utility and what that same average household would pay if it buys natural gas at the price offered by the gas marketer.

Table A and Table B below compare prices for an average residential customer who uses 3,064 m³ per year. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your monthly gas supply and transportation costs will also be different.



To compare prices based on your own natural gas use, you can use your current bill and the online bill calculator on the Ontario Energy Board's website.

WHICH PRICE WORKS BETTER FOR YOU?

If you purchase your natural gas from Enbridge Gas Distribution Inc. (Enbridge), your natural gas prices are reviewed and approved by the Ontario Energy Board, the independent regulator, and can change every four months (January 1st, April 1st, July 1st and October 1st). Table A below shows Enbridge's natural gas prices in effect today. The monthly gas supply and transportation costs shown are for the **cost of the natural gas** that you use and for **related costs to deliver it**.

Table B below shows you the price offered by the gas marketer and will also show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price for transportation. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as you do now, as well as any taxes payable on your total monthly bill.

Table A: Prices if you purchase natural gas from Enbridge	
Natural Gas Prices	Prices
Gas Supply 255 m ³ x 13.0967 cents/m ³	\$33.40
Transportation 255 m ³ x 6.4714 cents/m ³	\$16.50
Total	\$49.90

Table B: Contract Price offered by [gas marketer name]. This information has been prepared by the gas marketer.	
Natural Gas Prices	Prices
Gas Supply 255 m ³ x XX.XXXX cents/m ³	\$XX.XX
Transportation 255 m ³ x X.XXXX cents/m ³	\$XX.XX
[Marketer Charge]	\$X
[Marketer Charge]	\$X
[Marketer Charge]	\$X
Total	\$XX.XX

Description of Contract Price: The information below has been prepared by the natural gas marketer to describe the contract price that is being offered to you.

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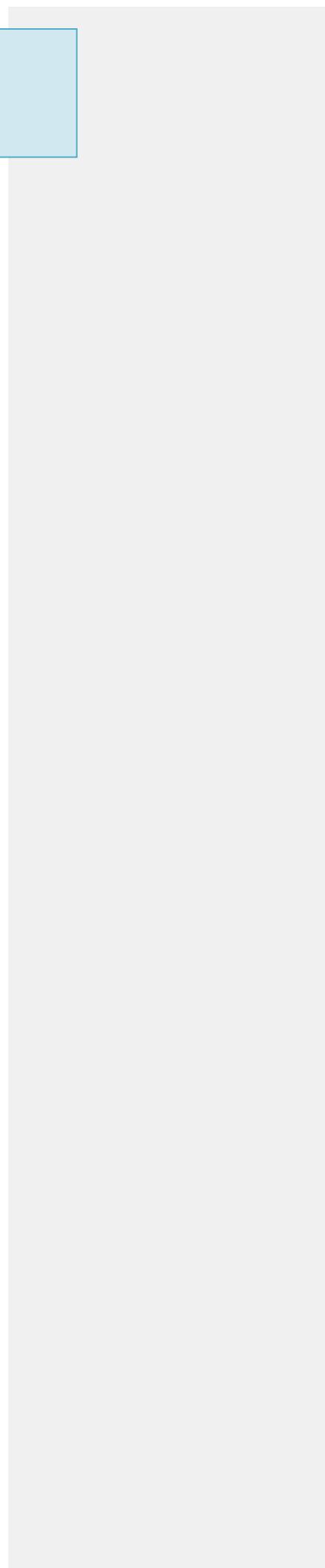


Acknowledgment

I have read and understood this Price Comparison. This Price Comparison is not part of the contract.

Signature: _____ Date: _____

Ce document est aussi disponible en français. [Insert OEB contact information]



Verification Call Script for Non-Residential Consumers – Natural Gas and Electricity

This script must only be used if all of the following conditions are met:

- (a) none of the locations covered by the contract are residential premises;*
- (b) all of the locations are covered by the same contract;*
- (c) no location covered by the contract has a level of consumption that annually is equal to or exceeds the amount prescribed under section 4 of Ontario Regulation 389/10 (General) made under the Energy Consumer Protection Act, 2010 (the ECPA Regulation); and*
- (d) all of the contract terms and conditions are the same for all of the locations (the contract terms and conditions for the supply of natural gas may be different from the contract terms and conditions for the supply of electricity, but the terms and conditions for the supply of each commodity must be the same for all locations).*

In this script, the term “energy retailer” is used to refer to the gas marketer / electricity retailer.

The verification call must be terminated if the ECPA Regulation or this script so requires.

The ECPA Regulation requires that the verification representative stop the verification process if he or she is advised that the energy retailer has committed an unfair practice, or if the verification representative has reasonable grounds to believe that the energy retailer has committed an unfair practice.

The verification representative must terminate the call at any time if the verification representative knows or ought to know that the energy retailer has taken or is taking an unconscionable action as defined in the ECPA Regulation, the individual is not reasonably able to protect his or her interests by reason of inability to understand English, or if the individual is not comfortable with the verification call being recorded. In this case, before terminating the call the verification representative must explain to the individual the reason for not proceeding with the verification process.

The energy retailer or verification company may have additional questions to ask of the individual. These questions must be asked after the following compulsory questions. For points that need confirmation from the individual, a Yes / No (Y/N) response is indicated at the end of the question.

A. Greeting

Provide the following:

1. Your name.
2. The name of your verification company (if energy retailer considers it necessary for the purpose of ensuring compliance with the CRTC's telemarketing rules).
3. The energy retailer's name.
4. Purpose of your call. It must be explained to the individual that the purpose of the call/discussion is to verify the contract).

"I need to let you know that this call is being recorded. If you are not comfortable with this call being recorded, please let me know at any time."

B. Questions

1. "Am I speaking with [~~account holder~~Signatory name]" from "[Business Name]"?
Y/N

*If the individual answers **yes** proceed to Q2
If the individual answers **no**, ask Q1A*

1a. "Do you have specific authorization to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

*If **yes**, proceed to Q2
If **no**, ask:*

1b. "~~Have you been given s [~~account holder name~~] given you~~ specific authorization to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

*If **yes**, proceed to Q2
If **no**, ask:*

1c. "Is there someone else there that has specific authorization ~~from [~~account holder name~~]~~ to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

If no, the verification representative shall indicate to the individual that the verification process cannot proceed because the individual does not appear

Comment [FM1]: The "account holder" name is usually the business so we should confirm that we are speaking with the representative of the business as opposed to the business itself.

to have the authority to verify the contract, and the call must then be terminated.

2. "Today's date is [month, day and year]. Our records show that you signed a ~~written~~ copy of the contract[s], including all of the terms and conditions, on [month, day and year]. Is that correct"? Y/N

For internet contracts:

2. "Today's date is [month, day and year]. Our records show that you received a copy of the contract(s) by email, including the terms and conditions on [month, day and year]. Is that correct"? Y/N

*If **yes**, and today's date is within 20 to 45 days of the date the consumer received the contract[s], proceed to Q3.*

*If **no**, and/or today's date is outside of the 20 to 45-day verification window, explain why you are unable to continue the verification process and terminate the call.*

If there are multiple locations, read Q3

3. "Our records state that the contract applies to more than one location of [name of business]. Our records also state that each location has a distinct utility account number. Can you please confirm that this is correct"? Y/N

"I would like to confirm the details for each location to which the contract applies. Our records state that the contract applies to the following: "

The verification representative shall identify each location covered by the contract, including the billing address with correct spelling, the service address with correct spelling, the utility that serves the location and the utility account number for the location.

"Can you please confirm that this information is correct"? Y/N

If no, ensure the correct information is recorded.

4. "Did you receive and sign a copy of a Disclosure Statement? The Disclosure Statement explains basic information about energy contracts and your rights". Y/N

*If **yes**, proceed to Q5.*

If no, explain why you are unable to continue the verification process and terminate call. If the individual does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the individual by email or other means of delivery. The verification representative may also ask the individual if there is a convenient time to call again once the signed copies of the documents have been received by the individual, but otherwise the call must then be terminated and the verification representative must advise the individual as follows:

"I am required to terminate the verification call at this time. A new verification call must be completed once you have received and signed the documents".

5. "Did you [receive and sign] a copy of a Price Comparison explaining [energy retailer]'s price compared to the price from your utility"? Y/N

If yes, proceed to Q6.

If no, explain why you are unable to continue the verification process and terminate the call.

If the individual does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the individual by email or other means of delivery. The verification representative may also ask the individual if there is a convenient time to call again once the signed copies of the documents have been received by the individual, but otherwise the call must then be terminated and the verification representative must advise the individual as follows:

"I am required to terminate the verification call at this time. A new verification call must be completed once you have received and signed the documents".

6. "I now need to ask you some questions to ensure you understand what you will be paying under the contract".

For electricity:

"Do you understand that you will pay [energy retailer]'s contract price of [~~xx cents~~ per kWh price details] for electricity for a term of [x] years"? Y/N

"You will continue to pay your utility for delivery charges as well as taxes. You will also pay your share of the Global Adjustment".

Read to explain the Global Adjustment if asked by the individual about the Global Adjustment (may also read even if not asked):

"Most electricity generating companies are paid either a rate set by the Ontario

Non-Residential Verification Call Script 4 of 7
Natural Gas and Electricity

Energy Board or a contract rate negotiated with, or set by, the Independent Electricity System Operator. The Global Adjustment is the difference between these contracted or regulated rates and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The Global Adjustment is calculated each month, and can change every month. Although it can be a credit, the Global Adjustment has been a charge in almost every month since 2006. The Ontario Government requires All electricity consumers have to pay their share of the Global Adjustment. The electricity prices offered by your utility already include an estimate of the Global Adjustment. If you ~~switch to~~choose a retailer, you ~~will have~~are still ~~to~~responsible to pay your share of the Global Adjustment which will be displayed separately from ~~in addition to~~ the contract price. ~~And y~~You will start to see the Global Adjustment as a separate line item on your electricity bill.”

For natural gas:

“Do you understand that you will pay [energy retailer]’s contract price of [~~xx cents per cubic~~price details] meter for natural gas for a term of [x] years”? Y/N

“You will continue to pay your utility for delivery charges, unless transportation and/or storage are included in the contract price, as well as taxes”.

If yes, proceed to Q7.

If no, explain the contract is only for the supply of natural gas and electricity and the business will continue to pay delivery charges, Global Adjustment on its electricity bills and taxes.

~~7. “Do you understand that you will pay [energy retailer]’s contract price[s] for [x years]”? Y/N~~

Comment [FM2]: The term is confirmed during the previous question

“There is no guarantee that [name of business] will save money on its electricity and/or gas energy bill[s] during the contract period”.

Ask the following question only if a green energy contract option was selected by the individual.

~~8.7.~~ “I see you have selected [“green” option and price details]. Is this correct”? Y/N (*Repeat for both natural gas and electricity, if applicable*).

If the individual states that they no longer wish to have the additional option(s), the verification representative must then confirm that the individual is only verifying the contract and price details in Q6.

9. "Do you understand that you may cancel your [electricity contract and/or gas contract] with [energy retailer] in relation to any location any time up to [XX] days after you receive your second bill under the contract without paying a cancellation fee? You can cancel any time after that for a specific location but you may have to pay a cancellation fee". Y/N

*If **yes** to all of Qs 7 and 9, proceed to Q10.*

*If **no** to any of Qs 7 and 9, be sure to explain that these details are specified in the terms of contract and ask:*

7a/9a/ "Do you accept these terms"? Y/N

*If **yes**, continue to Q10*

*If **no**, explain why you are unable to continue the verification process and terminate the call.*

10. "Do you confirm that you want to continue with [this contract/these contracts] and would you like to proceed with the purchase of [natural gas and/or electricity] from [Energy Retailer Name] for specific locations of [name of business]"? Y/N

*If **yes**, proceed to closing.*

*If **no**, because the individual wants more time to make a final decision on the natural gas/electricity contract(s), the verification representative may ask if there is a convenient time to call back but otherwise the call must be terminated. Where there is one contract for natural gas and another for electricity and the individual wishes to delay a decision on only one contract, the verification representative may continue with confirmation of the accepted contract.*

*If **no**, because the individual does not want to verify the contract[s] for any one or more of the locations covered by the contract, the verification representative may thank the individual for their time but otherwise the call must be terminated and the verification representative must inform the energy retailer of the individual's choice not to verify the contract[s]. Where there is one contract for natural gas and another for electricity and the individual states that they do not wish to verify one of the contracts the verification representative may continue with confirmation of the accepted contract and must inform the energy retailer of the individual's choice not to verify the other contract.*

11. "You can get more information from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the OEB's contact details.

C. CLOSING

"Thank you. Now that you have confirmed that you want to continue [this contract/these contracts], your electricity utility and your gas utility will each send

you a letter after the transfer has been done. The letters will tell you when [name of business] will start to pay the contract price for its electricity and natural gas. [Energy Retailer]'s name and telephone number will start to appear on [name of business]'s [natural gas /electricity] bill normally within 120 days. Please call that number if you have questions.”

Following the closing, the verification representative may ask additional information of the individual including confirming the correct spelling of the business name, address, utility account number[s], and telephone number[s].

Verification Call Script for Residential Consumers – Natural Gas and Electricity

This script must only be used for residential consumers.

In this script, the term “energy retailer” is used to refer to the gas marketer / electricity retailer.

The verification call must be terminated if Ontario Regulation 389/10 (General) made under the Energy Consumer Protection Act, 2010 (the ECPA Regulation) or this script so requires.

The ECPA Regulation requires that the verification representative stop the verification process if he or she is advised that the energy retailer has committed an unfair practice, or if the verification representative has reasonable grounds to believe that the energy retailer has committed an unfair practice.

The verification representative must terminate the call at any time if the verification representative knows or ought to know that the energy retailer has taken or is taking an unconscionable action as defined in the ECPA Regulation, the consumer is not reasonably able to protect his or her interests by reason of inability to understand English, or if the consumer is not comfortable with the verification call being recorded. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

The energy retailer or verification company may have additional questions to ask of the consumer. These questions must be asked after the following compulsory questions. For points that need confirmation from the consumer, a Yes / No (Y/N) response is indicated at the end of the question.

A. Greeting

Provide the following:

1. Your name.
2. The name of your verification company (if energy retailer considers it necessary for the purpose of ensuring compliance with the CRTC's telemarketing rules).
3. The energy retailer's name.
4. Purpose of your call. It must be explained to the consumer that the purpose of the call/discussion is to verify the contract).

“I need to let you know that this call is being recorded. If you are not comfortable

with this call being recorded, please let me know at any time.”

B. Questions

1. “Am I speaking with the person whose name is on the [electricity/natural gas] bills”? Y/N

*If the consumer answers **yes** proceed to Q2*

*If the consumer answers **no**, ask Q1A*

1a.”Is the account holder available to come to the phone”? Y/N

*If **yes**, proceed to Q2.*

*If **no**, ask:*

1b. “Are you the spouse of the account holder or are you someone that the account holder has authorized to enter the contract”? Y/N

*If **yes**, proceed to Q2.*

*If **no**, explain that you cannot proceed with the contract verification call until you are able to speak to the account holder, or spouse of the account holder or someone legally authorized to act on his/her behalf. You may ask for a more convenient time/date to contact the account holder, then terminate the call.*

2. “May I please have your full name”? “Thank you.”

3. “Did you recently enter into [an electricity and/or a gas contract] with [energy retailer]”? Y/N

*If **yes**, proceed to Q4*

*If **no**, you may make a couple of attempts to jog the consumer's memory, but if they still cannot remember, you must terminate the call.*

4. “I have a few questions to ask you so that we can confirm that you want to continue with the contract. Is it ok if I continue with these questions now”? Y/N

*If **yes**, proceed to Q5.*

*If **no**, terminate the call and explain to the consumer that the contract will not be verified and the energy supply will not be switched. If the consumer is willing to be recorded, but doesn't have time now, you may arrange a more convenient time to call again.*

5. “Today’s date is [month, day and year]. Our records show that you signed a ~~written~~ copy of the contract[s], including all of the terms and conditions, on [month, day and year]. Is that correct”? Y/N

Comment [FM1]: This question is repeated in Q14. Just Energy request that one be removed.

For internet contracts:

5. "Today's date is [month, day and year]. Our records show that you received a copy of the contract(s) by email, including the terms and conditions on [month, day and year]. Is that correct"? Y/N

*If **yes**, and today's date is within 20 to 45 days of the date the consumer received the contract[s], proceed to Q6.*

*If **no**, and/or today's date is outside of the 20 to 45-day verification window, explain why you are unable to continue the verification process and terminate call.*

6. "Did you receive and sign a copy of a Disclosure Statement? The Disclosure Statement explains basic information about energy contracts and your rights as a consumer." Y/N

*If **yes**, proceed to Q7.*

*If **no**, explain why you are unable to continue the verification process and terminate call. If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the signed copies of the documents have been received by the consumer, but otherwise the call must then be terminated and the verification representative must advise the consumer as follows:*

"I am required to terminate the verification call at this time. A new verification call must be completed once you have received and signed the documents".

7. "Did you receive and sign a copy of a Price Comparison explaining [energy retailer]'s price compared to the price from your utility"? Y/N

*If **yes**, proceed to Q8.*

*If **no**, explain why you are unable to continue the verification process and terminate the call.*

If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the signed copies of the documents have been received by the consumer, but otherwise the call must then be terminated and the verification representative must advise the consumer as follows:

"I am required to terminate the verification call at this time. A new verification call must be completed once you have received and signed the documents".

8. "Did [energy retailer]'s representative give you a copy of the contract for electricity or gas supply while visiting you at your home"? Y/N

9. "Did you sign the contract, or sign-up online, while the representative was at your home"? Y/N

*If **yes** to Q8 or 9, explain to the consumer why you cannot continue the verification process and terminate the call.*

*If **no** to Q8 or 9, proceed to Q10.*

10. "I now need to ask you some questions to ensure you understand what you will be paying under the contract."

For electricity:

"Do you understand that you will pay [energy retailer]'s contract price of [~~xx cents per kWh~~price details] for electricity for a term of [x] years"? Y/N

Comment [FM2]: Supplier product may be \$/month as opposed to cents/kWh.

"You will continue to pay your utility for delivery charges as well as taxes. You will also pay your share of the Global Adjustment".

Read to explain the Global Adjustment *if asked by the individual about the Global Adjustment (may also read even if not asked):*

"Most electricity generating companies are paid either a rate set by the Ontario Energy Board or a contract rate negotiated with, or set by, the Independent Electricity System Operator. The Global Adjustment is the difference between these contracted or regulated rates and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The Global Adjustment is calculated each month, and can change every month. Although it can be a credit, the Global Adjustment has been a charge in almost every month since 2006. The Ontario Government requires All electricity consumers have to pay their share of the Global Adjustment. The electricity prices offered by your utility already include an estimate of the Global Adjustment. If you ~~switch to~~choose a retailer, you ~~will have to~~are still responsible to pay your share of the Global Adjustment which will be displayed separately from in addition to the contract price. ~~And y~~ou will start to see the Global Adjustment as a separate line item on your electricity bill."

For natural gas:

"Do you understand that you will pay [energy retailer]'s contract price of [~~xx cents per cubic meter~~price details] for natural gas for a term of [x] years"? Y/N

“You will continue to pay your utility for delivery charges, unless transportation and/or storage are included in the contract price, as well as taxes”.

*If **yes**, proceed to Q11.*

*If **no**, explain the contract is only for the supply of natural gas and electricity and the consumer will continue to pay delivery charges, Global Adjustment on his/her electricity bills and taxes.*

~~11. “Do you understand that you will pay [energy retailer]’s contract price[s] for [X years]”?~~

Comment [FM3]: Already ask in the previous question

“There is no guarantee that you will save money on your electricity and/or gas energy bill[s] during the contract period”.

Ask the following question only if a green energy contract option was selected by the consumer:

~~12.11.~~ “I see you have selected [“green” option and price details]. Is this correct”? Y/N *(Repeat for both natural gas and electricity, if applicable).*

If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in Q10.

~~13.12.~~ “Do you understand that you may cancel your [electricity contract and/or gas contract] with [energy retailer] any time up to [XX] days after you receive your second bill under the contract without paying a cancellation fee? You can cancel any time after that but you may have to pay a cancellation fee.”

*If **yes** to all of Qs 11 and 13, proceed to Q14.*

*If **no** to any of Qs 11 and 13, be sure to explain that these details are specified in the terms of contract and ask:*

11a/13a/ “Do you accept these terms”? Y/N

*If **yes**, continue to Q14*

*If **no**, explain why you are unable to continue the verification process and terminate call.*

~~14.13.~~ “Do you confirm that you want to continue with [this contract/these contracts] and would you like to proceed with the purchase of [natural gas and/or electricity] from [Energy Retailer Name]”? Y/N

*If **yes**, proceed to closing.*

*If **no**, because the consumer wants more time to make a final decision on their natural gas/electricity contract(s), the verification representative may ask if there*

is a convenient time to call back but otherwise the call must be terminated. Where there is one contract for natural gas and another for electricity and the consumer wishes to delay a decision on only one contract, the verification representative may continue with confirmation of the accepted contract.

If no, because the consumer does not want to verify the contract[s], the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the energy retailer of the consumer's choice not to verify the contract[s]. Where there is one contract for natural gas and another for electricity and the consumer states that they do not wish to verify one of the contracts the verification representative may continue with confirmation of the accepted contract and must inform the energy retailer of the consumer's choice not to verify the other contract.

15. "You can get more information from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the OEB's contact details.

C. CLOSING

"Thank you. Now that you have confirmed that you want to continue [this contract/these contracts], your electricity utility and your gas utility will each send you a letter after the transfer has been done. The letters will tell you when you will start to pay the contract price for your electricity and your natural gas. [Energy Retailer]'s name and telephone number will start to appear on your [natural gas /electricity] bill normally within 120 days. Please call the ~~assist~~ number if you have questions."

Following the closing, the verification representative may ask additional information of the consumer including confirming the correct spelling of the consumer's name, address, utility account number[s], and telephone number[s].

What is in an Electricity and Natural Gas Contract?

This ~~contract cover sheet~~ [glossary of terms](#) explains some of the important parts of a contract for buying electricity and natural gas from an energy retailer.

This ~~cover sheet~~ [glossary of terms](#) is not part of the contract. It was prepared by the Ontario Energy Board, the independent regulator, to help you understand what the contract says. You should read the contract carefully before entering into it.

<p>Energy Retailer</p>	<p>The Energy Retailer is the company that has offered you the Contract. The Energy Retailer</p> <ul style="list-style-type: none"> is an independent company that sells electricity and natural gas is not your Utility or the government <p>An Energy Retailer is also called a “supplier”, an “electricity retailer” or “gas marketer”.</p> <p><u>An Energy Retailer is licensed by the Ontario Energy Board and must adhere to the OEB Code of Conduct and Energy Marketing Regulation.</u></p>			
<p>Utility</p>	<p>An electricity Utility is the company that operates the wires that bring electricity to your door. A gas Utility is the company that operates the pipelines that bring natural gas to your door.</p>			
<p>Account Holder</p>	<p>You are an Account Holder if your name is on your Utility bill. Under the law, the only people who can agree to a Contract with an Energy Retailer for electricity or natural gas are:</p> <ul style="list-style-type: none"> the Account Holder the Account Holder’s spouse someone that the Account Holder has authorized to sign the Contract 			
<p>Contract</p>	<p>The Contract is a legal agreement between you and the Energy Retailer. It states the price you will pay for your electricity and your natural gas, as well as the terms and conditions of your purchase.</p> <p>Under the Contract</p> <ul style="list-style-type: none"> you agree to buy your electricity and your natural gas from the Energy Retailer for an agreed period of time (called the Contract Length) you agree to pay the Contract Price for your electricity and your natural gas for that time period you agree to all of the terms and conditions provided to you by the Energy Retailer 			
<p>Contract Length Term</p>	<p>This is how long your Contract with your Energy Retailer will last. It can be for up to 5 years.</p> <p>You will find details under the title “Contract LengthTerm” in the Contract</p>			
<p>Start Date of Supply</p>	<p>If you agree to a Contract the Energy Retailer will ask your Utility to transfer you to the Contract Price. This switch is called “enrolment”. The transfer to the Contract Price normally begins within 120 days.</p> <p>Your electricity Utility and your gas Utility will each may send you a letter after the transfer enrollment is received by the Utility has been done. The letter will tell you when you will start to pay the Contract Price for your electricity or your natural gas.</p>			
<p>Contract Price: What You Must Pay Under the Contract</p>	<p>This is what you agree to pay under the Contract for the electricity and the natural gas that you use. You will find details under the title Contract Price in the Contract</p> <p>An estimate of the Contract Price that you will pay each month if you enter into the Contract is shown in the Price Comparison that the Energy Retailer must give you with this Contract.</p> <table border="1" data-bbox="259 2096 1144 2306"> <tr> <td data-bbox="259 2096 625 2306"> <p>For electricity:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> The price for the electricity that you use. Electricity use </td> <td data-bbox="625 2096 1144 2306"> <p>For natural gas:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> The price for the natural gas that you use. Natural gas use is measured in cubic metres </td> </tr> </table>		<p>For electricity:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> The price for the electricity that you use. Electricity use 	<p>For natural gas:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> The price for the natural gas that you use. Natural gas use is measured in cubic metres
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Comment [FM1]: The word “term” is used in other regulatory instruments and should be consistent.

Comment [FM2]: All Utilities do not send this letter today

Comment [FM3]: The letter is generated when the Utility receives the Supplier’s enrollment request.

	<p>is measured in kilowatt hours or “kWh”. The price for the electricity that you use is shown in cents/kWh. <u>Some energy retailers may offer other options such as dollar per month plan</u></p> <ul style="list-style-type: none"> Any other amount that the Energy Retailer is making you are required to you pay under the Contract 	<p>or “m³”. The price for the natural gas that you use is shown in cents/m³. <u>Some energy retailers may offer other options such as dollar per month plan</u></p> <ul style="list-style-type: none"> Any other amount that the Energy Retailer is making you are required to pay under the Contract, and includes <i>[Energy Retailer to tick applicable boxes below]</i> <ul style="list-style-type: none"> <input type="checkbox"/> a price for getting natural gas to your utility (this is called “transportation”) <input type="checkbox"/> a price for holding on to the natural gas until you need it (this is called “storage”)
<p>Charges You Must Still Will Continue to Pay to Others</p>	<p>For electricity: There are other charges that you still have to pay in addition to the Contract Price for electricity even if you agree to the Contract. All these other charges are listed under the title “Charges you Must Will Continue to Pay to Others” in the Contract. Some of them are:</p> <ul style="list-style-type: none"> what you have to pay your Utility to bring your electricity to your door your share of the Global Adjustment. The Global Adjustment is explained in the Price Comparison that the Energy Retailer must would have given you and on the Ontario Energy Board website taxes 	<p>For natural gas: There are other charges that you still have to pay in addition to the Contract Price for natural gas even if you agree to the Contract. All these other charges are listed under the title “Charges you Must Will Continue to Pay to Others” in the Contract. Some of them are:</p> <ul style="list-style-type: none"> what you have to pay your Utility to bring your natural gas to your door, except for transportation and/or storage if these are included in the Contract Price as shown above taxes
<p>Your Right to Change Your Mind</p>	<p>After you enter into the Contract, you have 20 days to change your mind. This is called the “cooling off” period. You will not have to pay any Cancellation Fee if you cancel within this period.</p> <p>You will find details under the title “You r Right to Can Change Your Mind About this Contract” in the Contract.</p>	
<p>Your Right to End the Contract</p>	<p>You can end or “cancel” the Contract for different reasons if you want to. All the reasons are listed under the title “You Can End <u>Your Right to End the</u> This Contract If...” in the Contract.</p> <p>Here are some of those reasons:</p> <ul style="list-style-type: none"> you can cancel without paying a Cancellation Fee within [X] days of getting your second bill under the Contract. But you still have to pay the bill you can cancel without paying a Cancellation Fee if you move you can cancel without paying a Cancellation Fee if the Energy Retailer did something that the law says is an “unfair practice”. Some of the unfair practices are: <ul style="list-style-type: none"> saying something that is not true or that can mislead you entering a Contract with someone that is not the Account Holder or the Account Holder’s spouse or agent 	

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	<p>- not following the Ontario Energy Board's consumer protection rules</p> <p>You can always cancel at any time for no reason. But the Energy Retailer has the right to make you pay a Cancellation Fee if you cancel for no reason after you receive your second Utility bill that has the Contract Price</p>
<p>The Energy Retailer's Right to End the Contract We can End This Contract If</p>	<p>The Energy Retailer can also end the contract for different reasons.</p> <p>All of the reasons are listed under the title "We Can End This Contract If..." in the Contract.</p>
<p>Cancellation Fee</p>	<p>This is what the Energy Retailer can make you pay if you decide to end your Contract for no reason after you receive your second Utility bill under the Contract</p>
<p>Renewing or Extending the Contract</p>	<p>Before the Contract Length-term is over, the Energy Retailer can ask that you consider staying with the Contract for longer.</p> <p>The Energy Retailer will do this by sending you documents that explain what the Energy Retailer is offering you. The offer can include a change in the Contract Price for example.</p>

Ce document est aussi disponible en français.

This ~~contract cover sheet~~ [glossary of terms](#) is also available on the OEB's website (www.ontarioenergyboard.ca) in a large-print version and in the following other languages [to be listed]
[OEB logo and contact details]

[Add OEB logo and Take Charge Mark]

Tip Sheet

Considering the Switch to an Energy Contract?

Here's a **Checklist Tip Sheet Containing of Things You Should Know.**

So, you've been approached by a salesperson with information about gas and electricity contracts. There's a lot to consider. Use this list to check that you have considered your options, rights and responsibilities.

You have options – The Choice is yours.

- Your energy can be supplied by:**
 - (a) Your gas and electricity utilities. For most consumers, the natural gas and electricity prices charged by utilities are set by the Ontario Energy Board
 - or
 - (b) An energy retailer, if you enter into a contract. The Ontario Energy Board does not set prices that are included in energy retailer contracts. Retailers are licensed by the Ontario Energy Board and are required to adhere to the OEB Code of Conduct and Energy Marketing Regulation.
- You do not have to enter into a contract**
 - ✓ Your energy service will continue with, or without, it is your choice to enter into an energy contract.
 - ✓ If you choose to enter into a contract, be sure to read carefully because a contract is a legal document that obligates both you and the energy retailer to fulfill the contract and terms and conditions.
- Don't sign at the door**
 - ✓ Energy retailers are not permitted to ask you to enter into a contract on the doorstep of your home. Take your time to read the contract and the terms and conditions. And you do not have to show anyone your bill until you are ready to enter into a contract.
- Energy retailers are private companies**
 - ✓ They Energy retailers are not your utility, the Ontario Energy Board or the government.
 - ✓ The Ontario Energy Board never visits consumers at home.

Compare prices

- Savings are not guaranteed.**
 - ✓ A retail contract may not save you money as they are unable to predict future energy prices.
- Compare prices.**
 - ✓ Take the time to review and compare prices between retailer offers and utility prices.
 - ✓ The An energy retailer will give you a price comparison sheet if it offers you a contract.
 - ✓ You can also use **the Ontario Energy Board's Online Bill Calculator.** [Insert graphic]

Whether your energy is supplied by the Utility or an energy retailer, consider how you use energy.

Remember, we're here to help you. Contact us: [insert contact details]

Ce document est aussi disponible en français.

This document is also available on the Ontario Energy Board's website (www.ontarioenergyboard.ca) in a

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large-print version and in the following languages: [list other languages].

