

October 05, 2016

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: NOTICE OF REVISED PROPOSAL TO AMEND THE RETAILER CODE OF CONDUCT, THE GAS MARKETER CODE OF CONDUCT, THE RETAIL SETTLEMENT CODE AND THE GAS DISTRIBUTION ACCESS RULE 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 Retailer Code of Conduct ("Retailer Code"), the Gas Marketer Code of Conduct ("Marketer Code"), Retail Settlement Code ("RSC") and the Gas Distribution Access Rule ("GDAR") regarding several Ontario Energy Board regulatory instruments. Just Energy is supportive of the Board's intended purpose 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. We have tracked our change requests within the enclosed regulatory instruments for the Board's ease of reference and understanding.

Revised Proposed Amendments to the Retailer Code and the Marketer Code regarding Plain Language Contracts

With respect to the Board's proposed standardized contract terms and conditions, Just Energy questions the impetus behind this document, similar to the impetus behind the previously proposed and abandoned "Tip Sheet" and Contract Cover Letter. The proposed standard terms and conditions is unnecessarily rudimentary, spans eight pages and goes beyond clarifying and emphasizing key provisions of a retail contracts. It is Just Energy's position that sufficient regulatory instruments exist. The amended and current regulation requires energy retailers to provide, among other things: (a) a contract to consumers setting out provisions required by the Energy Consumer Protection Act, 2010; (b) a plain language Disclosure Statement that sets out information a consumer should know prior to entering into a contract with an energy supplier; (c) a plain language 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.

Just Energy submits that the Board is unnecessarily second guessing the competency of a consumer who is exercising their choice to enter into an energy retail contract on their own initiative. The amended regulation bans the in-person at the home sales and therefore, effective January 1, 2016, a contract entered into will be initiated at the outset by the consumer making his or her own choice in his or her own time, either on the internet or in-person in a public space.

Just Energy is concerned that the language and provisions included in the Board's proposed standardized terms and conditions insufficiently captures language that may be legally required to be included in contracts that protects both buyer and seller. Just Energy is strongly opposed to this amendment and request that the standardized terms and conditions requirement be stricken from the Board's list of proposed regulatory instruments. The ECPA sets out what energy retailers are required to include in its contracts which is sufficient given the above noted regulatory instruments that already exist.

If the Board feels it necessary that a standardized document be created and used by energy retailers, Just Energy further submits that it should be in the form of a Disclosure Statement as used in the state of New York or a Contract Summary as used in the state of Pennsylvania. The Public Service Commission ("PSC") in New York requires, through its Uniformed Business Practices ("UBP"), that Energy Service Companies have on the first page of its contracts a Disclosure Statement that sets out in plain language information relating to price, product type, contract term and end date, cancellation parameters, cancellation fees, renewal provisions and so on in a prescribed template form. The Disclosure Statement is attached and labelled "New York Disclosure Statement". In addition, the Pennsylvania Utilities Commission ("PUC") requests that Electric Generation Suppliers ("EGS") provide to consumers a Contract Summary to be drafted in plain language using common and consistent terminology and which sets out similar things as the Disclosure Statement required in New York. The Pennsylvania Contract Summary is attached as "PA Contract Summary".

If the Board moves forward with the eight page standardized terms and conditions document despite the opposition by energy retailers, Just Energy proposes the changes that are tracked in the enclosed residential standardized terms and conditions document; tracked changes are also to be considered for the non-residential version of the same.

Revised Proposed Amendments to the RSC and the GDAR Mandating a Written Notice of Switch

With respect to the Board's proposal to amend the RSC and the GDAR to require distributors to provide written notice to consumers of the switch to a retailer, Just Energy maintains that it is unnecessary to require this notice given the already existing Board required regulatory instruments such as the Disclosure Statements, Price Comparison Form and verification scripts. Effective January 1, 2017, consumers will be making independent, non-pressure driven decision to enter into retail contracts and be able to cancel their contract without exit fees 30 days from the receipt date of their second bill. In light of the above and that distributors are now mandated to send monthly billing statements, consumers will receive at least two bills bearing their retailer's name and contact information prior to the end of the period within which they can cancel without penalty. Given this, Just Energy resubmits that it is highly unnecessary and administratively burdensome to mandate this switch notice letter.

Just Energy further resubmits that the benefit of sending such a notice may not outweigh the cost of the same. 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 of the effectiveness of sending these notices.

Just Energy is perplexed at the Board's proposal to move ahead with mandating distributors to send these notice letters to large volume consumer when the amended regulation is limited to small volume consumers. Given this, Just Energy submits that at the very least the Board postpone this notice mandate until distributors can ensure that these notices will only be sent to low volume consumers.

Revised Proposed Amendments to the RSC and the GDAR to Make Retail Contracts More Visible on the Bill

With respect to the Board's amendment of its previously proposed mandate for distributors to include retailer website and email information in addition to retailer name and phone number on retailer consumer bills, Just Energy is of the view that there is merit to reconsider the inclusion of supplier logos on retailer consumer bills. With the advent of technology, consumers are quicker to recognize a logo than they are to recognize a printed company name. If the Board's goal is to make it more easy for consumers to recognize that they are under a retail contract then the amended proposal to solely mandate distributors to include the website, optional email address in addition to the name and phone number currently displayed will fall short of accomplishing this goal. Just Energy does not agree with the Board's position that including retailer logos on a retailer consumer bill will cause a consumer to be confused about who is sending the bill because a distributor's logo is on the front of the bill envelope, in the header of the bill and on bill inserts. Given this, Just Energy asserts that it is virtually improbable that a consumer would surmise that their bill is coming from an energy retailer.

Revised Proposed Verification Call Scripts

With respect to the Board's proposed revisions to the dual-fuel residential script and the non-residential dual-fuel residential script, Just Energy submits that the Board's previously issued proposed scripts under the guise of allowing "greater flexibility" in October 2015 did not materialize and has still not materialized in September 2016 in the revised version despite energy retailer and consumer feedback requesting for simpler and consumer friendly scripts. Just Energy is disappointed with the Board's total disregard of retailer and consumer comments.

Just energy submits that energy retailers maintain the flexibility to arrange a more convenient time to restart the verification process in the event a consumer indicates that they are uncomfortable with the call being recorded. Just Energy does not see support for the removal of this flexibility in the amended regulation. Similarly, unless the consumer provides an answer that is not consistent with section 5.1 of the amended regulation or is an unfair practice, an energy retailer should maintain the ability to continue with the verification process or arrange for a call back to restart the verification process; which is consistent with the current phone verification script process.

Just Energy proposes the changes that are tracked in the enclosed scripts and request the Board provide renewal scripts in the near future for review and comment prior to the implementation of the same. Just energy further proposes that the final scripts be tested on consumer focus groups to asses consumer satisfaction and experience.

Internet Verification

With respect to the Board's comment about retailers not taking advantage of internet verification provisions in British Columbia, Just Energy submits that Gas Marketers in BC did not see a need to implement an electronic verification process for the same reason energy retailers in Ontario, under the current regulation, did not see a need to implement the same. The reason is that third party verification in both BC and, currently, in Ontario, is not required for internet contracts that are executed with no contact by a salesperson, through any means at the time of contracting.

Just Energy is very much interested in the Board's drafting of an internet verification process and submits a proposal which is attached and labeled "Just Energy - O Reg 389 10 Internet Verification Process Suggestions - Oct 52016".

Energy Retailer Score Cards

With respect to the Board's proposal of the implementation of energy retailer score cards, Just Energy submits that the metrics behind the score card process be released for review and comment prior to implementation.

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.

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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End

**STANDARD CONTRACT TERMS AND CONDITIONS
IN A CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A HOME**

See [section 2](#) for what different words mean in this Contract.

Section 1 What you are buying and from who

Energy Retailer information	<p><i>[Insert name and licence numbers of energy retailer]</i> <i>[Name of energy retailer]</i> is not your Gas Utility or your Electricity Utility. <u>An Energy Retailer is licensed by the Ontario Energy Board and must adhere to OEB Code of Conduct and Energy Marketing Regulation.</u></p>
Your information	<p>Section 7 tells you how to contact us for different reasons. <i>[Insert customer name and contact information for the customer. Other customer information needed by the energy retailer to enrol the customer or manage the contract may be added/solicited as required. If the utility account numbers for the residential property to be supplied is to be noted, it can be included here or in the next item.]</i></p>
Address of the Home to be supplied under this Contract	<p><i>[Insert address of residential property to be supplied under the contract]</i></p>
Contract Price: What you pay for electricity and natural gas under this Contract	<p><i>[Energy retailer to check the applicable box and insert details.]</i></p> <p>Type of Contract Price:</p> <p><input type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input checked="" type="checkbox"/> Other</p> <p>Section 4.2 tells you more about the Contract Price. It also tells you</p>
Other energy costs: Charges you must still will <u>continue to</u> pay to others	<p>what part of your electricity and natural gas bills the Contract Price covers. The Contract Price is only for part of your total electricity and natural gas bill. You <u>will remain responsible for</u> still have to paying other charges to have electricity and natural gas delivered to the Home. <u>Some of them are what you have to pay your Utility to bring your electricity to your door and taxes.</u> For electricity, <u>you remain responsible for you also still have to</u> paying your share of the Global Adjustment. For the month of <i>[insert month/year]</i>, the Global Adjustment was \$XX.00/kWh. The amount of the Global Adjustment can change every month.</p> <p><u>The Global Adjustment is explained in the Price Comparison that the Energy Retailer would have given you and on the Ontario Energy Board website</u></p>
Contract Length	<p>You will be buying your electricity and natural gas from <i>[insert name of energy retailer]</i> for: <i>[energy retailer to check the applicable box]</i> <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 5 years <input checked="" type="checkbox"/> Other</p> <p><u><i>[insert Energy Retailer specific terms and conditions relating to term]</i></u></p>

Comment [FM1]: Just Energy submits that Energy Retailers have the ability to include headings applicable to the types of products they offer.

Comment [FM2]: Just Energy submits that Energy Retailers be permitted to limit the appearance of bullet points dependent on the term options for the product they are offering. For example, Energy Retailers offering a product with a 1 and 4 year option should be permitted to only reflect a bullet point for 1 and 4.

Comment [FM3]: Language is required to be inserted here if a selection is not made

Contract Start Date

This Contract will start on [Insert timeframe within which the contract will be effective - date of the Contract]. The day when you will start to get electricity and natural gas under the Contract is later than this day.

[Section 3.3](#) tells you how long it should normally take to switch you to the Contract Price for the electricity and natural gas used at the Home.

Comment [FM4]: Energy Retailers are not able to determine the effective date of a contract prior to contract enrollment accept.

Your right to change your mind

After you enter into this Contract, you have 10 days to change your mind. The [Energy Consumer Protection Act](#) gives you this tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee. [Section 5.1](#) tells you about your right to change your mind.

Your rights to end this Contract

You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee. [Section 5.2](#) tells you about your rights to end this Contract. [Section 5.3](#) tells you about Cancellation Fees.

Our rights to end this Contract

We can end this Contract for different reasons. *[Energy retailer to insert if applicable: If we end the Contract, you may have to pay an Early Exit Fee.]* [Section 5.4](#) tells you about your rights to end this Contract. *[Energy retailer to insert if applicable: [Section 5.5](#) tells you about Early Exit Fees]*

2 What words mean in this Contract

“We”, “us” and “our” refer to *[insert energy retailer name]*.

“You” and “your” refers to the person whose name is set out beside [“Your information”](#) in section 1.

“Account Holder” is the person whose name is on the Gas Utility and Electricity Utility bills for the Home.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for electricity and natural gas that you buy from us for the Home.

[Energy retailer to insert if applicable: “Early Exit Fee” is what you agree to pay if we end this Contract.]

“Electricity Utility” is the electricity company that runs the wires that bring electricity to the Home. An Electricity Utility is also called a distributor or a distribution company.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to the Home. A Gas Utility is also called a distributor or a distribution company.

“Home” is the property that is supplied with electricity and natural gas under this Contract as shown in section 1.

3 Supply of Electricity and Natural Gas and Billing

3.1 You are the Account Holder or the Account Holder’s spouse or agent

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply electricity and natural gas to the Home.

3.2 Enrolling you as a new customer

Before we provide electricity and natural gas for the Home, we have to take two steps.

Step one: We must enrol you as a new customer. This may involve a standard credit check.

Comment [FM5]: Energy Retailers should have the flexibility to choose whether or not they want to include this language as it may not reflect their business and operational process.

Step two: We will ask your Gas Utility and your Electricity Utility to switch you to the Contract Price for the electricity and natural gas used in the Home. This switch is a change to your account supply arrangement information, and will not interrupt electricity or natural gas service to the Home.

You agree that we can act as your agent for the purpose of asking your Gas Utility and your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity and natural gas used in the Home and managing this Contract. You also agree that your Gas Utility and your Electricity Utility can give us information about the gas and electricity accounts for the Home that we need in order to enrol you and to manage this Contract.

3.3 Start date of supply

We will start supplying electricity and natural gas to the Home under this Contract after your Gas Utility and your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Home under this Contract within *[energy retailer to enter number]* days from when the Gas Utility and the Electricity Utility finish switching you to the Contract Price.

We do not control how fast your Gas Utility or your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity or natural gas are:

- a. Mistakes in the information that we have about you
- b. If your Gas Utility or your Electricity Utility does not tell us they have done the switch
- c. If your Gas Utility or your Electricity Utility takes longer than usual to do the switch for any other reason that we can't control

3.4 **Billing**

Your Gas Utility and your Electricity Utility will normally continue to bill you on our behalf for electricity and natural gas supplied to the Home under this Contract. Your electricity and natural gas bills will be sent to you in accordance with your Gas Utility's and your Electricity Utility's usual requirements and schedules for billings, deposits, payments, late payments and other charges.

We reserve the right to bill you directly.

4 Contract Price and Other Energy Costs You Must Will Continue to Pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity and natural gas used at the Home, other than any electricity that is supplied by a generator that is on or directly connected to the Home.

Your agreement to buy from us lasts until the end of the Contract Length. The Contract Length is shown in section 1.

4.2 Contract Price: What you pay for electricity and natural gas under this Contract

You agree that you will pay the Contract Price for the electricity and the natural gas that you buy from us.

The Contract Price is shown in section 1. It includes:

Comment [FM6]: Energy Retailers are not able to pre-determine flow start date prior to enrollment accept. Kindly clarify what is meant by "from when the Gas Utility and the Electricity Utility finish switching you to the Contract Price."

Also there are instances where a contract start date could be the day after a pre-existing contract ends. Energy retailers should have the ability to add language to this end in this section as necessary.

Comment [FM7]: Energy Retailers should have the ability to include additional language relating to billing and collections.

For electricity:

The price for the electricity used in the Home. The price for the natural gas used in the Electricity use is measured in kilowatt hours or Home. Natural gas use is measured in cubic "kWh".

Any other charge listed in section 1 as part of the [Contract Price](#).

For natural gas:

The price for the natural gas used in the Home. Natural gas use is measured in cubic meters (m³).

Any other charge listed in section 1 as part of the [Contract Price](#). This can include:

- The price for getting natural gas to your Gas Utility (this is called "transportation") -
 - The price for holding on to the natural gas until you need it (this is called "storage")
-

4.3 Other energy costs: Charges you ~~will continue~~ ~~must still pay~~ to others

There are other charges that you ~~will continue to still have to~~ pay in addition to the

Contract Price. These other charges are:

For electricity:

What you have to pay your Electricity Utility to bring electricity to the Home.

Your share of the Global Adjustment. The Global Adjustment is explained in the Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board's website at www.ontarioenergyboard.ca/OEB/Consumers. The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.

For natural gas:

What you have to pay your Gas Utility to bring natural gas to the Home, except for transportation and/or storage if section 1 shows that these are included in the [Contract Price](#).

Taxes

Taxes

4.4 How you pay, deposits, late payments etc.

[Energy retailer to insert details as required by the Energy Consumer Protection Act]

5 Ending the Contract

5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If you move out of the Home for good.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you
 - b. If you are not the Account Holder or the Account Holder’s spouse or agent
 - c. If we did not follow the Ontario Energy Board’s consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.

6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

[Energy retailer to insert the text below if applicable]

We will also let you end the Contract for these other reasons: *[Energy retailer to insert details as required by the Energy Consumer Protection Act]*

5.3 Cancellation Fees

[Energy retailer to insert the text below if applicable. If the energy retailer is not charging a Cancellation Fee or is charging an amount less than the Cancellation Fee provided for in the Energy Consumer Protection Act, the energy retailer may replace the text below with the appropriate details as required by the Energy Consumer Protection Act.]

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we can charge you a Cancellation Fee of no more than \$50, unless the Home used more than 15,000 kWh of electricity or more than 3,500 m³ of natural gas in the 12 months before you end this Contract. If the Home used more than 15,000 kWh of electricity in the 12 months before you end this Contract, the highest Cancellation Fee for electricity is:

$\$0.015 \times [\text{amount of electricity used in the Home in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

If the Home used more than 3,500 m³ of natural gas in the 12 months before you end this Contract, the highest Cancellation Fee for gas is:

$\$0.05 \times [\text{amount of gas used in the Home in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

54 We can end this Contract if...

We can end this Contract for different reasons: *[Energy retailer to insert details as required by the Energy Consumer Protection Act]*

[Energy retailer to insert the following if applicable:]

5.5 Early Exit Fees

[Energy retailer to insert details]

6 Transferring the Contract

[Energy retailer to insert details as required by the Energy Consumer Protection Act]

7 How to Contact Us...

[Energy retailer to insert details for 7.1 to 7.3 as required by the Energy Consumer Protection Act]

7.1 If you have a complaint or question

7.2 To renew or extend this Contract

7.3 To change your mind or end this Contract

[Energy retailer to insert section 8.0 if applicable]

8 Making Changes to this Contract

We can't change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you don't want the change after all.

[Energy retailer may insert any other contract terms and conditions below, as long as they are in plain language and are not inconsistent with the standard contract terms and conditions.]

Attachment 4**Sample Customer Disclosure Statement**

Price	
Fixed or Variable and, if variable, how the price is determined	
Length of the agreement and end date	
Process customer may use to rescind the agreement without penalty	
Amount of Early Termination Fee and method of calculation	
Amount of Late Payment Fee and method of calculation	
Provisions for renewal of the agreement	
Conditions under which savings to the customer are guaranteed	

ATTACHMENT A

Electric Generation Supplier Contract Summary

Electric Generation Supplier Information	<i>Name, telephone number, website, etc. Plain language statement that EGS is responsible for generation charges.</i>
Price Structure	<i>Fixed or variable. If variable, based on what? If variable, how often is the rate expected to vary? If variable, give any applicable ranges/ceilings. If no ranges/ceilings, a plain language statement indicating this fact. If variable, describe when the customer will receive notification of price changes in relation to time of month, final monthly meter read, billing cycle or when the price takes effect.</i>
Generation/Supply Price	<i>\$/kWh or ¢/kWh. If variable rate, the first billing cycle's rate. Any introductory rate with length of term.</i>
Statement Regarding Savings	<i>Plain language that the supply price may not always provide savings to the customer</i>
Deposit Requirements	<i>Any deposit requirements necessary for a customer and any terms associated with that deposit, in plain language.</i>
Incentives	<i>Any bonuses, discounts, cashback, etc. offers and any associated terms, in plain language.</i>
Contract Start Date	<i>Plain language regarding start of EGS service (meter reads/billing cycles/etc.)</i>
Contract Term/Length	<i>In months, billing cycles, etc.</i>
Cancellation/Early Termination Fees	<i>Yes or no. If yes, describe the amount of the fee and how to avoid that fee, if possible.</i>
Renewal Terms	<i>Treatment of customer at end of contract. Timing of notices. No cancellation/early termination fees. In plain language.</i>
Electric Distribution Company Information	<i>Name, telephone number, website, etc. Plain language statement that EDC is responsible for distribution charges, as well as any emergencies/outages/etc.</i>

Verification Call Script for Non-Residential Consumers – Dual Fuel Contracts Entered into Over the Internet

Instructions for the use of this script:

1. This script must only be used for non-residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.
2. In this script, the term “energy retailer” is used to refer to the gas marketer / electricity retailer.
3. 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. Among other things:
 - a. The ECPA Regulation requires that the verification representative stop the verification process if he or she is made aware 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. Among other things, this requires that the verification representative terminate the verification process if at any time the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English, physical or mental disability, ignorance, illiteracy or another disadvantage.
 - b. The verification representative must terminate the verification process if at any time the consumer indicates that he or she is not comfortable with the verification call being recorded.
 - c. The verification representative must terminate the call if at any time it appears that the verification call is taking place on a date that is outside the window allowed by the ECPA Regulation.

Where the verification call must be terminated for any of the above reasons or as otherwise required by this script, before terminating the call the verification representative must advise the consumer that the verification process cannot continue and must explain in plain language the reason why that is the case. In providing that explanation, the verification representative cannot make any statements regarding any benefit to the consumer that may be lost as a result of the termination of the verification process, but must indicate in neutral terms that the contract will become invalid and that the consumer's energy supply arrangements will remain as they are on the date of the call.

4. This script must be followed in the order presented below. Statements or questions in italics must be given or made verbatim as written. If the verification representative has any additional questions for the consumer, these may be asked once the script has been completed.

Comment [FM1]: Energy Retailers should maintain the ability to arrange a better time with the customer to conduct the verification call as is the case today.

5. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the verification representative must end the call.
6. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the verification representative may refer to “contracts” instead of “contract” where appropriate in this script.

A Mandatory Greeting

If at any time during the Greeting portion of the script the consumer indicates that the consumer did not enter into a contract with the energy retailer, or does not recall having entered into a contract with the energy retailer, the verification agent may make up to two attempts to jog the consumer's memory. If the consumer still does not recall having entered into the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

1. The verification representative must provide the following information:
 - a. The name of the verification representative.
 - b. The name of the energy retailer on whose behalf the verification representative is acting.
 - c. The name of the company that employs the verification representative.
2. The verification representative may greet the consumer by name, and then must explain the purpose of the call:
 - a. For an inbound call: *May I please confirm that you are calling to verify that you would like to continue with a contract to buy electricity and natural gas from [energy retailer name] for the business at [address]? Y/N*

If the consumer answers no, the verification representative may offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
 - b. For an outbound call: *Our records show that you signed up for a contract over the internet to buy electricity and natural gas for the business at [address]. I am calling today to confirm that you ~~would like want~~ to continue with that contract.*

3. The verification representative must explain that the call is being recorded, after which the verification representative must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
4. The verification representative must ask the consumer if the consumer would like an opportunity to retrieve a copy of the contract, the disclosure statement and price comparisons for reference purposes before proceeding with the call.

B Mandatory Questions and Statements

1. ~~Am I speaking with the person whose name is on the electricity and natural gas bills-account~~ *for the business at [address]? Y/N*

Comment [FM2]: For business accounts, the contact person's name may not appear on the bill

If the consumer answers no, the verification representative may ask if the ~~account holder~~ authorized representative is available for the call. If the consumer answers no, the verification representative may ask whether the consumer is authorized by the authorized representative ~~account holder~~ to enter into a contract to buy electricity and natural gas for the business. When referring to the authorized representative ~~account holder~~, the verification representative must always refer to "the person whose name is on the electricity and natural ~~as bills~~ account for the business. If no person that is legally permitted to enter into the contract comes to the phone, the verification representative must end the call.

2. The verification representative must confirm the full name of the account representative and business ~~consumer's full name~~.
3. *Before I go on, I first have to record that today's date is [month, day, year].*
4. *Can you please confirm for me that you signed up for a contract over the internet to buy electricity and natural gas from [energy retailer name] for the business? Y/N*

If the consumer answers no, the verification representative may make up to two attempts to jog the consumer's memory, but if the consumer still does not confirm having entered into the contract the verification representative must end the call.

5. *I have some other questions to ask you so that we can confirm that you ~~want would like~~ to continue with the contract. ~~But before I do that, I have to tell you that you don't have to confirm that you want to continue with the contract if you don't want to.~~ If you don't want to continue with the contract, you will keep buying your electricity and natural gas like you do today. And you won't have to pay any cancellation fees. Do you have any questions about that?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the

consumer indicates that they do not understand something after an explanation has been given, the verification representative must end the call. If the consumer

indicates that they do not have any questions, the verification representative may go on to question 6.

6. Do you understand that, ~~if you confirm that you want to continue with the contract today, you will be buying your natural gas and electricity from [energy retailer name] for [X] years?~~ Y/N

Comment [FM3]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

7. [Energy retailer name] was required to send you an e-mail with the contract and other important documents after you signed up for the contract. I just want to make sure that you did in fact get all of that information. So I am going to ask you a few questions about that. First, did you get a copy of the contract by e-mail from [energy retailer name] on [month, day, year]? Y/N

If the consumer does not recall receiving the e-mail or the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

8. Did the e-mail also include a disclosure statement that explains basic information about energy contracts and your rights as an energy consumer? Y/N

If the consumer does not recall receiving the e-mail or the disclosure statement, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

9. Did the e-mail also include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your electricity utility and your natural gas utility? Y/N

If the consumer does not recall receiving the e-mail or the price comparison, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

10. I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas ~~if you decide to continue with the contract today.~~ Before I go on, I need to tell you that there is no guarantee that the contract will save you any money on your electricity or natural gas.

Comment [FM4]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

11. The verification representative must explain the contract price for electricity and natural gas. Unless the contract provides for a combined price for both commodities, the verification representative must do this separately for each commodity. The verification representative must then select the applicable version of this question:

- a. For a contract with a combined price for electricity and natural gas: *Do you have any questions about how much you will be paying for electricity and natural gas under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 12.

- b. For a contract with separate electricity and natural gas prices:

- i. *Do you have any questions about how much you will be paying for electricity under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question ii.

- ii. *Do you have any questions about how much you will be paying for natural gas under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 12.

12 We've now covered what you will be paying for electricity and natural gas ~~if you continue with the contract under the contract~~. I have to explain that the contract price only covers part of your bill. You will still have to pay for other charges like delivery charges, the debt retirement charge and taxes. You will ~~remain responsible for also have to keep~~ paying your

Comment [FM5]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

share of the Global Adjustment, which will start to show up as a separate line on your electricity bill. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?

If the consumer has questions, the verification representative may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. [The Ontario Government Requires All](#) electricity consumers have to pay their share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm the contract, you will have to pay your share of the Global Adjustment on top of the contract price.

If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 13.

13. *Do you agree to continue with the contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N*

If the consumer indicates they want more time to decide, the verification representative may attempt to schedule another verification call on a later date, but otherwise must end the call.

14. *If you change your mind about the contract, you can tell [energy retailer name] that you want to cancel the contract up to 30 days after you receive the second bill that shows the contract price. You have to pay that bill, but you won't have to pay any cancellation fees. If you cancel after that, you may have to pay a cancellation fee. Do you have any questions about that?*

If the consumer has questions, the verification representative may answer them or refer the consumer to the contract for details about the consumer's cancellation rights. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 15.

- | 15. *Now that you have confirmed that you ~~want~~would like to continue with the contract, your electricity utility and gas utility will takes steps to switch you to the contract price. They will send you a letter once the switch has been done. The contract price will start to show up on the electricity and natural gas bills for the business after that. If you have any questions about that, you should contact [energy retailer name]. Their contact information is on your contract, but I can give it to you now if you'd like.*

If the consumer wants contact information for the energy retailer, the verification representative must provide it.

16. *You can get information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N*

If the consumer answers yes, the verification representative must provide the OEB's contact details.

Verification Call Script for Residential Consumers – Dual Fuel Contracts Entered into Over the Internet

Instructions for the use of this script:

1. This script must only be used for residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.
2. In this script, the term “energy retailer” is used to refer to the gas marketer / electricity retailer.
3. 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. Among other things:
 - a. The ECPA Regulation requires that the verification representative stop the verification process if he or she is made aware 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. Among other things, this requires that the verification representative terminate the verification process if at any time the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English, physical or mental disability, ignorance, illiteracy or another disadvantage.
 - b. The verification representative must terminate the verification process if at any time the consumer indicates that he or she is not comfortable with the verification call being recorded.
 - c. The verification representative must terminate the call if at any time it appears that the verification call is taking place on a date that is outside the window allowed by the ECPA Regulation.

Where the verification call must be terminated for any of the above reasons or as otherwise required by this script, before terminating the call the verification representative must advise the consumer that the verification process cannot continue and must explain in plain language the reason why that is the case. In providing that explanation, the verification representative cannot make any statements regarding any benefit to the consumer that may be lost as a result of the termination of the verification process, but must indicate in neutral terms that the contract will become invalid and that the consumer's energy supply arrangements will remain as they are on the date of the call.

4. This script must be followed in the order presented below. Statements or questions in italics must be given or made verbatim as written. If the verification representative has any additional questions for the consumer, these may be asked once the script has been completed.

Comment [FM1]: Energy Retailers should maintain the ability to arrange a better time with the customer to conduct the verification call as is the case today.

5. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the verification representative must end the call.
6. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the verification representative may refer to “contracts” instead of “contract” where appropriate in this script.

A Mandatory Greeting

If at any time during the Greeting portion of the script the consumer indicates that the consumer did not enter into a contract with the energy retailer, or does not recall having entered into a contract with the energy retailer, the verification agent may make up to two attempts to jog the consumer's memory. If the consumer still does not recall having entered into the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

1. The verification representative must provide the following information:
 - a. The name of the verification representative.
 - b. The name of the energy retailer on whose behalf the verification representative is acting.
 - c. The name of the company that employs the verification representative.
2. The verification representative may greet the consumer by name, and then must explain the purpose of the call:
 - a. For an inbound call: *May I please confirm that you are calling to verify that you would like to continue with a contract to buy electricity and natural gas from [energy retailer name] for the home at [address]? Y/N*

If the consumer answers no, the verification representative may offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
 - b. For an outbound call: *Our records show that you signed up for a contract over the internet to buy electricity and natural gas for the home at [address]. I am calling today to confirm that you ~~want~~ would like to continue with that contract.*

3. The verification representative must explain that the call is being recorded, after which the verification representative must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
4. The verification representative must ask the consumer if the consumer would like an opportunity to retrieve a copy of the contract, the disclosure statement and price comparisons for reference purposes before proceeding with the call.

B Mandatory Questions and Statements

1. *Am I speaking with the person whose name is on the electricity and natural gas bills for the home at [address]? Y/N*

If the consumer answers no, the verification representative may ask if the account holder is available for the call. If the consumer answers no, the verification representative may ask whether the consumer is the account holder's spouse and, if not, may ask if the consumer is authorized by the account holder to enter into a contract to buy electricity and natural gas for the home. When referring to the account holder, the verification representative must always refer to "the person whose name is on the electricity and natural gas bills" for the home. If no person that is legally permitted to enter into the contract comes to the phone, the verification representative must end the call.

2. The verification representative must confirm the consumer's full name.
3. *Before I go on, I first have to record that today's date is [month, day, year].*
4. *Can you please confirm for me that you signed up for a contract over the internet to buy electricity and natural gas from [energy retailer name] for the home? Y/N*

If the consumer answers no, the verification representative may make up to two attempts to jog the consumer's memory, but if the consumer still does not confirm having entered into the contract the verification representative must end the call.

5. *I have some other questions to ask you so that we can confirm that you **would like want** to continue with the contract. ~~But before I do that, I have to tell you that you don't have to confirm that you want to continue with the contract if you don't want to.~~ If you don't want to continue with the contract, you will keep buying your electricity and natural gas like you do today. And you won't have to pay any cancellation fees. Do you have any questions about that?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the verification representative must end the call. If the consumer

indicates that they do not have any questions, the verification representative may go on to question 6.

6. Do you understand that, ~~if you confirm that you want to continue with the contract today, you will be buying your natural gas and electricity from [energy retailer name] for [X] years?~~ Y/N
7. ~~When~~ While you were you signed up for the contract over the internet, was someone from [energy retailer name] or from a company that acts for [energy retailer name] there with you?

Comment [FM2]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

If the consumer indicates that a representative of the energy retailer was present while the consumer entered into the contract over the internet, the verification representative must end the call. If the consumer confirms that no representative of the energy retailer was there, the verification representative may go to question 8.

8. [Energy retailer name] was required to send you an e-mail with the contract and other important documents after you signed up for the contract. I just want to make sure that you did in fact get all of that information. So I am going to ask you a few questions about that. First, did you get a copy of the contract by e-mail from [energy retailer name] on [month, day, year]? Y/N

If the consumer does not recall receiving the e-mail or the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

9. Did the e-mail also include a disclosure statement that explains basic information about energy contracts and your rights as an energy consumer? Y/N

If the consumer does not recall receiving the e-mail or the disclosure statement, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

10. Did the e-mail also include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your electricity utility and your natural gas utility? Y/N

If the consumer does not recall receiving the e-mail or the price comparison, the verification representative may offer to re-send the consumer a copy of the

energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

11. *I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas ~~if you decide to continue with the contract today~~. Before I go on, I need to tell you that there is no guarantee that the contract will save you any money on your electricity or natural gas supply.*

Comment [FM3]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

12. The verification representative must explain the contract price for electricity and natural gas. Unless the contract provides for a combined price for both commodities, the verification representative must do this separately for each commodity. The verification representative must then select the applicable version of this question:

- a. For a contract with a combined price for electricity and natural gas: *Do you have any questions about how much you will be paying for electricity and natural gas under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 13.

- b. For a contract with separate electricity and natural gas prices:

- i. *Do you have any questions about how much you will be paying for electricity under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question ii.

- ii. *Do you have any questions about how much you will be paying for natural gas under the contract?*

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a

consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 13.

13. *We've now covered what you will be paying for electricity and natural gas under the contract if you continue with the contract. I have to explain that the contract price only covers part of your bill. You will remain responsible for ~~still have to~~ paying for other charges like delivery charges and taxes. You will also have to keep paying your share of the Global Adjustment, which will start to show up as a separate line on your electricity bill. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?*

Comment [FM4]: Highly unnecessary given that it is set out in the beginning of the call that the purpose of the call is to confirm if they want to continue with the contract.

If the consumer has questions, the verification representative may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. The government of Ontario requires Aall electricity consumers have to pay their share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm the contract, you will have to pay your share of the Global Adjustment on top of the contract price.

If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 14.

14. *Do you agree to continue with the contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N*

If the consumer indicates they want more time to decide, the verification representative may attempt to schedule another verification call on a later date, but otherwise must end the call.

15. *If you change your mind about the contract, you can tell [energy retailer name] that you want to cancel the contract up to 30 days after you receive the second bill that shows the contract price. You have to pay that bill, but you won't have to*

pay any cancellation fees. If you cancel after that, you may have to pay a cancellation fee. Do you have any questions about that?

If the consumer has questions, the verification representative may answer them or refer the consumer to the contract for details about the consumer's cancellation rights. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 16.

16. *Now that you have confirmed that you ~~would like want~~ to continue with the contract, your electricity utility and gas utility will takes steps to switch you to the contract price. They will send you a letter once the switch has been done. The contract price will start to show up on the electricity and natural gas bills for the home after that. If you have any questions about that, you should contact [energy retailer name]. Their contact information is on your contract, but I can give it to you now if you'd like.*

If the consumer wants contact information for the energy retailer, the verification representative must provide it.

17. *You can get information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N*

If the consumer answers yes, the verification representative must provide the OEB's contact details.

Just Energy Ontario L.P. recommendation with respect to O.Reg.389/10 amendments: internet verification

Recommended Verification Process for contracts enrolled via the internet:

- Recommended Process

1) An email is sent to the consumer via a third party source no earlier than 10 days and no later than 45 days after the text based copy of the contract is provided to the consumer.

Within this email, the customer will be required to “click” a link and verify their order by:

- Confirming their understanding that the information entered is recorded and maintained
- Confirming they are the account holder, spouse of the account holder or are legally authorized to make purchasing decisions on their behalf
- Selecting a response of either “Yes” or “No” to the following:
 - Do you understand that [retailer name] will become your [natural gas /electricity] retailer? You'll still have the same service as you do today, but your energy supply will come from [retailer name].
 - Do you understand that Just Energy is an independent company, not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario?
 - I have received a copy of my contract(s) and disclosure statement
- Selecting a response of either “Yes, I verify” or “No, I don’t want to verify” to the following:
 - Our records indicate that you received and agreed to this contract/these energy contracts. Your details are as follows: [commodity] for a term of [x] years at a price of [price and price details] and [commodity] for a term of [x] years at a price of [price and price details].
- Clicking a button in acceptance of the following confirmation question to the effect off:
 - I agree and understand that by clicking “Accept” I consent to be enrolled in the natural gas/electricity program and that [Retailer Name] will become my natural gas/electricity retailer.

To the extent that a consumer provides an answer that is not consistent with section 5.1 or is an unfair practice, the verification session terminates, a termination message explaining the reason for the termination appears on the screen, and the retailer is notified by the third party source of this occurrence. Consistent with the current phone verification script process outlined in the Gas Marketer and Electricity Retailer Code of Conduct as well as the Ontario Energy Board mandated verification scripts, nothing precludes a customer from choosing to restart the online verification session.