

October 27, 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: Issuance of Supplementary Materials in Consultation on Giving Effect to the Ontario Energy Board's Report on the Effectiveness of the Energy Consumer Protection Act, 2010 Board 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") and the Gas Marketer Code of Conduct ("Marketer Code") regarding several Ontario Energy Board regulatory instruments. As indicated in its Oct 5, 2016 response to the proposals outlined in the Board's September 8, 2016 notice letter, Just Energy has a number of concerns regarding the necessity and fairness of some of these proposed changes as well as the timing for implementation of the same. We have tracked our change requests within the enclosed regulatory instruments for the Board's ease of reference and understanding.

Residential and non-residential dual fuel contract terms and conditions for a renewed/extended contract:

Just Energy's position on the renewal /extension version of the proposed standard terms and conditions does not differ from what it outlined in its October 5, 2016 submission. Just Energy questions the impetus behind these documents. As previously submitted, these standardized terms and conditions documents are unnecessary, rudimentary, spans eight pages and goes beyond clarifying and emphasizing key provisions of supply contracts. Just Energy's renewal package sent to consumers include, among other things, a cover letter which contain the consumer's name, billing address and account number as well as the required renewal form which sets out the consumer's billing and mailing address, account number, term and rate (product options). This proposal if implemented will require Just Energy to spend time and resources populating consumer and product information already included in its renewal form and cover letter.

In addition, the amended and current regulation requires energy suppliers to provide: (a) a renewal/extension contract to consumers setting out provisions required by the Energy Consumer Protection Act, 2010; (b) plain language Disclosure Statements that set out information a consumer should know prior to renewing/extending a contract with an energy supplier; (c) plain language Price Comparison Forms which attempt to compare a consumer's utility rate and bill cost against the supplier rate and bill cost; as well as (d) a renewal form. It is Just Energy's position that sufficient regulatory instruments and renewal/extension requirements exist.

Just Energy submits that the Board is unnecessarily second guessing the competency of a consumer who is exercising their choice to renew or extend an existing energy supply contract.

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

If the Board feels it necessarily that a standardized renewal/extension terms and conditions document be created and used by energy supplies, 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 renewal/extension terms and conditions, Just Energy proposes the changes that are tracked in the standard renewal/extension terms and conditions.

Revised Proposed Renewal/Extension Verification Call Scripts

With respect to the Board's proposed revisions to the dual-fuel residential and non-residential renewal/extension script, Just Energy submits that energy suppliers 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.

Just Energy proposes the changes that are tracked in the enclosed scripts and request that the final scripts be tested on consumer focus groups to assess consumer satisfaction and experience.

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 suppliers 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,



Nola Ruzycki
Vice President, Regulatory Affairs
6345 Dixie Road, Suite 200
Mississauga, ON L5T 2E6
Tel: 403.462.4299
Fax: 905.564.6069
nruzycki@justenergy.com



Frances Murray
Manager, Regulatory Affairs
6345 Dixie Road, Suite 200
Mississauga, ON L5T 2E6
Tel: 905.461.2360
Fax: 905.564.6069
fmurray@justenergy.com

Ends

**STANDARD CONTRACT TERMS AND CONDITIONS
IN A RENEWED OR EXTENDED 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><i>[Insert customer name and contact information for the customer. Other customer information needed by the energy retailer to 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>[Where the renewal / extension form provided to the customer includes only one price option in relation to price for a commodity, the energy retailer shall 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><i>[If the renewal / extension form provided to the customer required the customer to select from among various renewal / extension price options for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Price is the price that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for details.]</i></p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity and natural gas bills the Contract Price covers.</p>

Comment [FM1]: Just Energy's renewal package sent to consumers include, among other things, a cover letter which contain the consumer's name, billing address and account number as well as the required renewal form which sets out the consumer's billing and mailing address, account number, term and rate (product options). This proposal if implemented will require Just Energy to spend time and resources populating consumer and product information already included in its renewal form and cover letter.

Comment [FM2]: See above comment (FM1)

Comment [FM3]: Just Energy submits that Energy Retailers have the ability to include headings applicable to the types of products they offer.

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

The Contract Price is only for part of your total electricity and natural gas bill. You ~~will remain responsible for still have to~~ **paying** other charges to have electricity and natural gas delivered to the Home. ~~Some of them are what you have to pay your Utility to bring your electricity to your door and taxes.~~ For electricity, you ~~remain responsible for also still have to~~ **paying** your share of the Global Adjustment. For the month of *[insert month/year]*, the Global Adjustment was \$XX.00/kWh. The amount of the Global Adjustment can change every month.

The Global Adjustment is explained in the Price Comparison that the Energy Retailer would have given you and on the Ontario Energy Board's website

Contract Length

[Where the renewal/extension form provided to the customer includes only one option in relation to term for a commodity, the energy retailer shall include the following:

You will buy your electricity and natural gas from *[insert name of energy retailer]*
for: *[energy retailer to check the applicable box]*
 1 year 2 years 5 years Other:

[Where the renewal/extension form provided to the customer required the customer to select from among various terms for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Length is the period of time that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for details.]

Contract Start Date	This Contract will start on <i>[insert timeframe within which the renewal/extension contract will be effective-date]</i> .
Your right to change your mind	<p>You told us that you wanted this Contract by telephone or by returning to us a signed copy of the <i>[renewal or extension]</i> form that we sent to you with this Contract. You have 14 days from that telephone call or from when you returned the signed form to us to change your mind. The <i>Energy Consumer Protection Act</i> gives you this right. If you</p> <p>tell us that you have changed your mind in those 14 days, this Contract will end. You will not have to pay a Cancellation Fee. Section 5.1 tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end this Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p>Section 5.2 tells you about your rights to end this Contract.</p>
	Section 5.3 tells you about Cancellation Fees.
Our rights to end this Contract	<p>We can end this Contract for different reasons. <i>[Energy retailer to insert if applicable: If we end the Contract, you may have to pay an Early Exit Fee.]</i></p> <p>Section 5.4 tells you about our rights to end this Contract.</p> <p><i>[Energy retailer to insert if applicable: Section 5.5 tells you about Early Exit Fees]</i></p>

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 Your authority to agree to this Contract; Billing under this Contract

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 accept this Contract to supply electricity and natural gas to the Home.

3.2 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 [Will continue to Must](#) 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:

For electricity:

For natural gas:

For electricity:

The price for the electricity used in the Home. Electricity use is measured in kilowatt hours or “kWh”.

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](#).

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 ~~must still~~ will continue to pay to others

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

Contract Price. These other charges are:

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

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](#).

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.

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 can change your mind about this Contract. You can do that within 14 days from the day you told us that you wanted this Contract by telephone or by returning to us a signed copy of the [renewal or extension] form that we sent to you with this Contract. If you tell us that you have changed your mind in those 14 days, this Contract will end. You will not have to pay any Cancellation Fees.

52 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 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 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.
5. 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.
6. If this Contract is the result of our having automatically renewed or extended a contract that you had with us before.

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. The Cancellation Fee can't be more than \$50 if the Home used up to 15,000 kWh of electricity or up to 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:

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

5.4 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.]

**STANDARD CONTRACT TERMS AND CONDITIONS
IN A RENEWED OR EXTENDED CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A BUSINESS**

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><i>[Insert customer name and contact information for the customer. Other customer information needed by the energy retailer to manage the contract may be added/solicited as required. If the utility account numbers for the non-residential property to be supplied is to be noted, it can be included here or in the next item.]</i></p>
Address of the Business to be supplied under this Contract	<p><i>[Insert address of non-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>[Where the renewal / extension form provided to the customer includes only one price option in relation to price for a commodity, the energy retailer shall 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><i>[If the renewal / extension form provided to the customer required the customer to select from among various renewal / extension price options for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Price is the price that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for details.]</i></p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity and natural gas bills the Contract Price covers.</p>

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

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

The Contract Price is only for part of your total electricity and natural gas bill. You ~~will remain responsible for still have to~~ paying other charges to have electricity and natural gas delivered to the Business. ~~Some of them are what you have to pay your Utility to bring your electricity to your door and taxes.~~ For electricity, you ~~remain responsible for also still have to~~ paying your share of the Global Adjustment. For the month of *[insert month/year]*, the Global Adjustment was \$XX.00/kWh. The amount of the Global Adjustment can change every month.

[The Global Adjustment is explained in the Price Comparison that the Energy Retailer would have given you and on the Ontario Energy Board's website](#)

Contract Length

[Where the renewal/extension form provided to the customer only includes only one option in relation to term for a commodity, the energy retailer shall include the following:

You will buy your electricity and natural gas from *[insert name of energy retailer]*
for: *[energy retailer to check the applicable box]*
 1 year 2 years 5 years Other:

[Where the renewal/extension form provided to the customer required the customer to select from among various terms for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Length is the period of time that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for

	details.]
Contract Start Date	This Contract will start on <i>[insert timeframe within which the renewal/extension contract will be effective-renewal/extension date]</i> .
Your right to change your mind	You told us that you wanted this Contract by telephone or by returning to us a signed copy of the <i>[renewal or extension]</i> form that we sent to you with this Contract. You have 14 days from that telephone call or from when you returned the signed form to us to change your mind. The Energy Consumer Protection Act gives you this right. If you tell us that you have changed your mind in those 14 days, this 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 this 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. <i>[Energy retailer to insert if applicable: If we end the Contract, you may have to pay an Early Exit Fee.]</i> Section 5.4 tells you about our rights to end this Contract. <i>[Energy retailer to insert if applicable: Section 5.5 tells you about Early Exit Fees]</i>

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 Business whose name is on the Gas Utility and Electricity Utility bills for the Business.

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

“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 Business.

[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 Business. 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 Business. A Gas Utility is also called a distributor or a distribution company.

3 Your authority to agree to this Contract; Billing under this Contract

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

You have told us that:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to accept this Contract to supply electricity and natural gas to the Business.

3.2 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 Business 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 Business, other than any electricity that is supplied by a generator that is on or directly connected to the Business.

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:

For electricity:

The price for the electricity used in the Business. Electricity use is measured in kilowatt hours or “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 Business. 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 ~~must still~~ will continue to pay to others

There are other charges that you ~~still have~~ will continue 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 Business.

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 Business, except for transportation and/or storage if section 1 shows that these are included in the [Contract Price](#).
Taxes

The Debt Retirement Charge

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 can change your mind about this Contract. You can do that within 14 days from the day you told us that you wanted this Contract by telephone or by returning to us a signed copy of the *[renewal or extension]* form that we sent to you with this Contract. If you tell us that you have changed your mind in those 14 days, this Contract will end. You will not have to pay any Cancellation Fees.

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 reasons below. You will not have to pay any Cancellation Fees.

1. If your Business moves to a different location.
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 agent
 - c. If we did not follow the Ontario Energy Board’s consumer protection rules
4. 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.
5. 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.
6. If this Contract is the result of our having automatically renewed or extended a contract that you had with us before.

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. The maximum Cancellation Fee depends on how much electricity and natural gas the Business used in the 12 months before you end this Contract.

The highest Cancellation Fee for electricity is:

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

The highest Cancellation Fee for gas is:

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

5.4 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>

Contract Renewal / Extension Call Script for Residential Consumers – Natural Gas and Electricity Contracts

Instructions for the use of this script:

1. This script must only be used for the renewal or extension of a residential consumer's contract or contracts for natural gas and electricity.
2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
3. Statements or questions in italics must be given or made verbatim as written.
4. 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 salesperson must end the call.
5. Where this script requires that the renewal / extension call be terminated, except where otherwise provided the salesperson must, before terminating the call, explain to the consumer in plain language the reason why that is the case and indicate in neutral terms that the contract will not be renewed / extended and that the consumer's energy supply will be switched back to the consumer's gas and electricity utilities.
6. The salesperson must terminate the call if at any time the consumer indicates that he or she is not comfortable with the call being recorded.
7. The salesperson must terminate the call if at any time it appears that the renewal / extension call is taking place on a date that is after the date on which the original contract expired.
8. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the salesperson may refer to "contracts" instead of "contract" where appropriate in this script.
9. Where the script refers to the terms "renew / extend" or "renewal / extension", the salesperson may substitute "renew" or "extend", or "renewal" or "extension", as applicable.

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.

A Mandatory Greeting

1. The salesperson must provide the following information:
 - a. The name of the salesperson.
 - b. The name of the energy retailer on whose behalf the salesperson is acting.

If the salesperson wishes to do so, the salesperson may also provide the name of the company that employs the salesperson (if other than the energy retailer).

2. The salesperson 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 renew / extend your contract to buy electricity and natural gas from [energy retailer name] for the home at [address]? Y/N*

If the consumer answers no, the salesperson may answer the consumer's enquiry or 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: *I am calling to see if you would like to renew / extend your contract with [energy retailer name] to buy electricity and natural gas for the home at [address].*
3. The salesperson must explain that the call is being recorded, after which the salesperson must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
4. The salesperson must ask the consumer if the consumer would like an opportunity to retrieve a copy of the consumer's existing contract and the renewal / extension materials sent to the consumer by the energy retailer before proceeding further 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 salesperson may ask if the account holder is available for the call. If the consumer answers no, the salesperson 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 salesperson 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 renew / extend the contract comes to the phone, the salesperson must end the call.

2. The salesperson 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. *I have some other questions to ask you so that we can confirm that you would like to want to renew / extend your contract. ~~But before I do that, I have to tell you that you don't have to renew / extend the contract if you don't want to.~~ The supply of gas and electricity to the home will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?*

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 renewal/extension.

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 5.

5. *Our records show that [energy retailer name] sent you an offer to renew / extend your contract on [date] by [specify method of delivery]. The offer package should have included a number of documents. I just want to make sure that you did get all of that information. So I am going to ask you some questions about that.*

The salesperson must ask questions (a) through (d) below. If the consumer does not recall receiving any particular document, the salesperson may offer to re-send it. The salesperson may also ask the consumer if there is a convenient time to call again once the material has been sent to the consumer, but otherwise must end the call.

- (a) *Did the package include a renewal / extension form from [energy retailer]? Y/N*
- (b) *Did the package include a copy of the new contract that will apply if you choose to renew / extend the contract? Y/N*
- (c) *Did the package include a disclosure statement that explains basic information about energy contracts and your rights as an energy consumer? Y/N*
- (d) *Did the package include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your gas utility and your electricity utility? Y/N*

If only one renewal / extension option was offered on the renewal / extension form, the salesperson should go to question 8. If more than one renewal / extension option was offered on the renewal / extension form, the salesperson must ask questions 6 and 7. If one renewal / extension option was offered on the renewal / extension form for one commodity, but more than one renewal / extension option was offered on the renewal / extension form for the other commodity, the salesperson must ask questions 6 and 7 for the commodity for which multiple options are offered.

6. *The renewal / extension form that you received from [energy retailer name] sets out certain pricing options. Do you have any questions about those options?*

If the consumer has questions, the salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 7.

7. *Which of those options, if any, would you like to select?*

If the consumer indicates that he or she does not want to renew / extend the contract, the salesperson must end the call. If the consumer requests more time to think about it, the salesperson may ask if there is a convenient time to call back, but otherwise must end the call. If the consumer selects one of the options, the salesperson may go on to question 8.

8. *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 renew / extend the contract today. Before I go on, I need to tell you that there is no guarantee that the new contract will save you any money on your electricity or natural gas supply.*

9. The salesperson must explain the contract price for electricity and natural gas under the option(s) selected by the consumer. Unless the contract provides for a combined price for both commodities, the salesperson must do this separately for each commodity. The salesperson 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 salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

- 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 salesperson may answer them. If the salesperson does not answer a consumer's question, or the

Comment [FM3]: Retailers should have the option to reiterate the renewal/extension options contained in the renewal/extension form.

consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question ii.

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

If the consumer has questions, the salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

- 10. *We've now covered what you will be paying for electricity and natural gas if you renew / extend the contract today. I ~~would like have~~ to explain that the price under the ~~new-renewal/extension~~ contract still only covers part of your bill. You will ~~still have remain responsible for-to~~ paying for other charges like delivery charges and taxes. You will also ~~continue to remain responsible for have-to-keep~~ paying your share of the Global Adjustment, which you see as a separate line on your electricity bill today. 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 salesperson 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 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 renew / extend the contract, you will continue to pay your share of the Global Adjustment on top of the contract price.

If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 11.

- 11. *Do you agree to renew / extend your 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 renewal / extension term is different for each commodity, the salesperson must ask question 11 twice, once for each commodity.

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

If the consumer wishes to proceed with renewal / extension for one commodity but either (a) wants more time to decide about the other commodity or (b) indicates that the consumer does not want to renew / extend for the other commodity, the salesperson may continue the call in respect of the renewal / extension for which consumer is willing to proceed.

12. *If you change your mind about renewing / extending the contract, you have 14 days from today to notify [energy retailer name] that you no longer wish to renew / extend the contract. The supply of gas and electricity to the home will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?*
13. *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 salesperson must provide the OEB's contact details.

Contract Renewal / Extension Call Script for Non-Residential Consumers – Natural Gas and Electricity Contracts

Instructions for the use of this script:

1. This script must only be used for the renewal or extension of a non-residential consumer's contract or contracts for natural gas and electricity.
2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
3. Statements or questions in italics must be given or made verbatim as written.
4. 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 salesperson must end the call.
5. Where this script requires that the renewal / extension call be terminated, except where otherwise provided the salesperson must, before terminating the call, explain to the consumer in plain language the reason why that is the case and indicate in neutral terms that the contract will not be renewed / extended and that the consumer's energy supply will be switched back to the consumer's gas and electricity utilities.
6. The salesperson must terminate the call if at any time the consumer indicates that he or she is not comfortable with the call being recorded.
7. The salesperson must terminate the call if at any time it appears that the renewal / extension call is taking place on a date that is after the date on which the original contract expired.
8. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the salesperson may refer to "contracts" instead of "contract" where appropriate in this script.
9. Where the script refers to the terms "renew / extend" or "renewal / extension", the salesperson may substitute "renew" or "extend", or "renewal" or "extension", as applicable.

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.

A Mandatory Greeting

1. The salesperson must provide the following information:
 - a. The name of the salesperson.
 - b. The name of the energy retailer on whose behalf the salesperson is acting.

If the salesperson wishes to do so, the salesperson may also provide the name of the company that employs the salesperson (if other than the energy retailer).

2. The salesperson 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 renew / extend your contract to buy electricity and natural gas from [energy retailer name] for the business at [address]? Y/N*

If the consumer answers no, the salesperson may answer the consumer's enquiry or 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: *I am calling to see if you would like to renew / extend your contract with [energy retailer name] to buy electricity and natural gas for the business at [address].*
3. The salesperson must explain that the call is being recorded, after which the salesperson must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
4. The salesperson must ask the consumer if the consumer would like an opportunity to retrieve a copy of the consumer's existing contract and the renewal / extension materials sent to the consumer by the energy retailer before proceeding further with the call.

B Mandatory Questions and Statements

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

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

2. The salesperson must confirm the ~~consumer's~~ full name of the account

Comment [FM2]: There are instances from what we understand where business accounts are in the business name and not the consumer name.

| [representative and business.](#)

3. *Before I go on, I first have to record that today's date is [month, day, year].*
4. *I have some other questions to ask you so that we can confirm that you would like want to renew / extend your contract. ~~But before I do that, I have to tell you that you don't have to renew / extend the contract if you don't want to.~~ The supply of gas and electricity to the business will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 5.

5. *Our records show that [energy retailer name] sent you an offer to renew / extend your contract on [date] by [specify method of delivery]. The offer package should have included a number of documents. I just want to make sure that you did get all of that information. So I am going to ask you some questions about that.*

The salesperson must ask questions (a) through (d) below. If the consumer does not recall receiving any particular document, the salesperson may offer to re-send it. The salesperson may also ask the consumer if there is a convenient time to call again once the material has been sent to the consumer, but otherwise must end the call.

- (a) *Did the package include a renewal / extension form from [energy retailer]? Y/N*
- (b) *Did the package include a copy of the new contract that will apply if you choose to renew / extend the contract? Y/N*
- (c) *Did the package include a disclosure statement that explains basic information about energy contracts and your rights as an energy consumer? Y/N*
- (d) *Did the package include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your gas utility and your electricity utility? Y/N*

If only one renewal / extension option was offered on the renewal / extension form, the salesperson should go to question 8. If more than one renewal / extension option was offered on the renewal / extension form, the salesperson must ask questions 6 and 7. If one renewal / extension option was offered on the renewal / extension form for one commodity, but more than one renewal / extension option was offered on the renewal / extension form for the other

commodity, the salesperson must ask questions 6 and 7 for the commodity for which multiple options are offered.

6. *The renewal / extension form that you received from [energy retailer name] sets out certain pricing options. Do you have any questions about those options?*

If the consumer has questions, the salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 7.

7. *Which of those options, if any, would you like to select?*

If the consumer indicates that he or she does not want to renew / extend the contract, the salesperson must end the call. If the consumer requests more time to think about it, the salesperson may ask if there is a convenient time to call back, but otherwise must end the call. If the consumer selects one of the options, the salesperson may go on to question 8.

8. *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 renew / extend the contract today. Before I go on, I need to tell you that there is no guarantee that the new contract will save you any money on your electricity or natural gas supply.*

9. The salesperson must explain the contract price for electricity and natural gas under the option(s) selected by the consumer. Unless the contract provides for a combined price for both commodities, the salesperson must do this separately for each commodity. The salesperson 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 salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

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

Comment [FM3]: Retailers should have the option to reiterate the renewal/extension options contained in the renewal/extension form.

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

If the consumer has questions, the salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson 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 salesperson may answer them. If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

10. *We've now covered what you will be paying for electricity and natural gas if you renew / extend the contract today. I ~~have would like~~ to explain that the price under the new contract will continue to still only covers part of your bill. You will remain responsible for will still have to paying for other charges like delivery charges and taxes. You will also continue to remain responsible for have to keep paying your share of the Global Adjustment, which you see as a separate line on your electricity bill today. 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 salesperson 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 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 renew / extend the contract, you will continue to pay your share of the Global Adjustment on top of the contract price.

If the salesperson 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 salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 11.

11. *Do you agree to renew / extend your 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 renewal / extension term is different for each commodity, the salesperson must ask question 11 twice, once for each commodity.

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

If the consumer wishes to proceed with renewal / extension for one commodity but either (a) wants more time to decide about the other commodity or (b) indicates that the consumer does not want to renew / extend for the other commodity, the salesperson may continue the call in respect of the renewal / extension for which consumer is willing to proceed.

12. *If you change your mind about renewing / extending the contract, you have 14 days from today to notify [energy retailer name] that you no longer wish to renew / extend the contract. The supply of gas and electricity to the business will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?*
13. *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 salesperson must provide the OEB's contact details.