

February 22nd 2017

Sent via courier to:

Board Secretary
Ontario Energy Board
P.O.Box 2319
2300 Yonge Street, Suite 2700
Toronto, Ontario M4P 1E4

Dear Ms. Kirsten Walli,

Re: Comments for Notice of Proposal to Amend a Code and to Amend a Rule; EB-2015-0268

Attached to this letter, we kindly submit three (3) paper copies in response to the OEB's Notice dated January 31st, 2017, titled "Notice of Proposal to Amend a Code and to Amend a Rule"; EB-2015-0268.

An electronic pdf copy of this letter has also been submitted through the OEB's web portal.

For further information, please feel free to contact me at the information below.

Sincerely,



Imran Noorani
Vice President
Canadian RiteRate Energy Corporation (RiteRate)
20 Floral Parkway
Concord, ON, L4K 4R1
Tel: 905.695.5247
Toll free: 1.877.866.8056
Fax: 1.866.323.9845
Email: inoorani@riterate.ca

Email cc: lou.mustillo@ontarioenergyboard.ca

Email cc: boardsec@ontarioenergyboard.ca

In response to the Ontario Energy Board's (OEB) Notice of Proposal to Amend a Code and to Amend a Rule (the Notice) dated January 31st 2017, Canadian RiteRate Energy (RiteRate) is pleased to make the following submission. Our comments are as follows.

1) Comments on Technical Parameters and Functionality:

On page 5 of the Notice, the OEB indicated that the OEB would like further comments related to the following:

“any functionality that would require the transfer of customer information from the energy retailer to the energy retailer's independent third party verification representative”

Comments:

At the OEB meeting on January 23rd 2017 regarding staff's proposal for Online Verification, on slide 4, the OEB proposed that the consumer would be invited to online verification via a message that would invite the consumer to download, or print a copy of their contract, disclosure statement and price comparison(s).

In response to this, RiteRate verbally commented that while it would provide the consumer with convenience in being able to access their agreement documentation easily, this requirement would imply further considerations regarding the transfer of information from the retailer to the third party verifier (TPV). This requires development of an Application Program Interface (API) between the TPV and the retailer with the following considerations:

- 1) Customer Data: This requires the sharing of large amounts of customer data between RiteRate and the TPV since contract information and documentation would have to be shared between both organizations. Under the current proposed methodology, the TPV would also need access to a document management system to upload copies of the customer's agreement, disclosure document and price comparison(s) into their servers.
- 2) Risk: Given this requirement, RiteRate will remain vicariously liable for the data retention practices of the TPV, while the TPV also takes on a greater amount of risk in ensuring compliance. The greater the data, the greater the risks associated.
- 3) Cost: The cost of development of an API between the TPV is high along with development of a document management system. Furthermore, the secondary costs such as cyber insurance can also be expected to increase given the larger amount of data now being shared between the two agencies.
- 4) Dilution of Independence: Given this requirement, it will require the development of a system that connects and speaks to both RiteRate and the TPV. Given the nascency of online verification in the energy sector, this requirement requires finding a service provider that will accommodate customization far beyond current industry norms since it will require the customization of API's on both ends to access a document management system. With systems that connect both RiteRate and the TPV, the lines of independence between the TPV and RiteRate get blurred with the sharing of so much data and the development of so much work on the backend.

We urge the OEB to consider a model that requires the sharing of minimum data between the two organizations. Under a minimal approach, the TPV is only being sent customer information in minimal text formats such as customer name, email address, contract information, and so on. An elegant solution would minimize the data being shared between the two agencies. Since the intent is for ease of consumers being able to access their contract information, perhaps a simple solution would be to time a resend of the sign up email (with attachments) simultaneously with the email invitation for verification so that a customer can easily access their sign up documents, but not having to do so from the TPV. This addresses the issues outlined above, while also ensuring the customer has access to their contract information, albeit in a separate email.

2) Comments on Proposed Amendments to the Electricity Retailer Code of Conduct and the Code of Conduct for Gas Marketers

§4.11D of both the Electricity Retailer Code of Conduct and the Code of Conduct for Gas Marketers both state the following:

“Where a consumer has been sent the e-mail referred to in section 4.11B(a) but has not yet completed the internet verification process, a verification representative may re-send the e-mail to the consumer or otherwise

communicate with the consumer with a reminder that the contract has not yet been verified, but may do so no more than once in any seven-day period.”

Comments:

RiteRate is in support of the intent to limit the number of reminder emails sent to the consumer so that the consumer is not unduly harassed. However, we recommend that this section of the code(s) be modified to permit two further instances; 1) allowing for the email to be sent at any time at the specific request of the consumer (proven either by recorded telephone or by written correspondence such as an email), and 2) allowing for a final reminder email to be sent in the last two days prior to expiry of the verification timeframe.

Our reason for suggesting the two allowances above relate to our experience sending online marketing email campaigns to our existing current customers who are considering renewing with us. When we send email reminders, we find that our customers often call us and ask to have the reminder email sent to them again, at their convenience. Additionally, we also find the largest response happens in the last two days leading up to a deadline. While we minimize the number of emails we send to our customers, through feedback, we began sending a reminder email on each of the last two days and have had a much greater response. Our experience reflects the 80-20 rule, with 20% responding prior to a deadline, and 80% responding in the final stages of a deadline.

Our suggestion is thus as follows:

“Where a consumer has been sent the e-mail referred to in section 4.11B(a) but has not yet completed the internet verification process, a verification representative may re-send the e-mail to the consumer or otherwise communicate with the consumer with a reminder that the contract has not yet been verified, but may do so no more than once in any seven-day period, **with the exception of the last two days preceding expiry of the verification link(s), and/or if the consumer requests a copy of the email containing the verification link be sent to them immediately. In the event that a consumer requests an immediate copy of the email containing the verification link, a retailer/marketer must maintain verifiable records of the request.**”

3) Comments on Proposed Online Verification Forms for Contracts Entered into Over the Internet (Residential and Non-residential Versions)

The OEB has stated that its intent is to not to lessen consumer protection with online verification forms, however, in review of the current proposed forms, RiteRate is of the opinion that certain questions related to confirmation of purchase is unnecessarily repeated in certain instances, and certain questions can be construed as leading the customer away from a purchase.

We urge the OEB to consider an approach that maximizes consumer protection while also not confusing consumers or unfairly leading consumers to not purchase through repetition of the same substantive question, or by changing formatting of specific questions. Our recommendation to help address our concerns is provided through comments on the Residential version as follows. Our comments however, are intended to be applicable to both residential and non-residential versions.

**Online Verification Form Dual Fuel Contract Entered into Over the Internet:
Residential Consumers**

Instructions for using this form:

- 1. This form 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 form, the term “energy retailer” is used to refer to the gas marketer / electricity retailer. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the form may be altered to refer to “contracts” instead of “contract” where appropriate.*
- 3. The online verification process must be automatically terminated if Ontario Regulation 389/10 (General) made under the Energy Consumer Protection Act, 2010 (the ECPA Regulation) or this form so requires. Among other things, the online verification process must be terminated if at any time it appears that verification is taking place on a date that is outside the window allowed by the ECPA Regulation. Where the online verification process must be terminated by reason of the above, a termination message must automatically be displayed on the consumer’s device advising the consumer in plain language the reason why that is the case. The message cannot contain any statements regarding any benefit to the consumer that may be lost as a result of the termination of the online verification process, but must indicate in neutral terms that the contract will become invalid if it is not verified within the time allowed by the ECPA Regulation and that the consumer’s energy supply arrangements will remain as they are on the date of the consumer’s online verification session.*
- 4. The online verification process must be automatically terminated if the consumer clicks any of the boxes in the form that are presented in red font.*
- 5. Additional instructions are embedded in the form, in italics.*

Section 1: Consent		
I understand that my responses and information provided during this online contract verification session are being recorded and maintained for regulatory purposes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I understand that entering and leaving my personal information on a public computer is not recommended.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Section 2: What this Online Contract Verification Session is For

I confirm that I signed up for a contract over the internet to buy electricity and natural gas for a home from <i>[insert energy retailer name]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

I understand that this online contract verification session is to confirm that I want to continue with the contract with <i>[insert energy retailer name]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

I understand that if I confirm that I want to continue with the contract, I will be buying my electricity and natural gas from <i>[insert energy retailer name]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Commented [IN1]: The above two questions already ask for confirmations of the contract. Asking this third question is slightly redundant, especially when it will be asked again in Section 6 and 8 in similar manner.

I understand that I don't have to continue with the contract with <i>[insert energy retailer name]</i> . I also understand that if I don't confirm the contract: (a) I will keep buying my electricity and natural gas like I do today; and (b) I won't have to pay any cancellation fees.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

<i>[The following to be included by an energy retailer that also makes telephone verification available]</i> I would prefer to confirm the contract by telephone. Please have someone call me.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

I would like to continue with my online contract verification session. <i>[If the consumer clicks "Yes", a message inviting the consumer to download or print a copy of their contract, the disclosure statement and price comparisons must automatically be displayed on the consumer's device.]</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Section 3: Information We Have About You

Below is information that we have about you and the home. Please review it carefully to make sure it is accurate.

My name is: *[insert consumer name]*

The address of the home that will be supplied with electricity and natural gas under the contract is: *[insert service address]*

The address where electricity and natural gas bills are sent for the home that will be supplied with electricity and natural gas under the contract is: *[insert billing address]*

I confirm that all of the above information is accurate. Yes No

[The following additional information and confirmation question is optional, and can be included if desired]

Below is information that we have about the gas and utility accounts for the home. Please review it carefully to make sure it is accurate.

My electricity utility is *[insert name of electricity utility]*

Commented [IN2]: If not, it would be useful to provide the option to provide an open ended text box to correct any spelling mistakes, or minor errors. Since the person will be authenticated prior to the verification process, an opportunity to provide minor errors would be very useful and not hold up the verification process due to a small error.

The electricity utility account number for the home is *[insert account number]*

My natural gas utility is *[insert name of natural gas utility]*

The natural gas utility account number for the home is *[insert account number]*

I confirm that all of the above information is accurate. Yes No

Section 4: Confirmation that You Were Authorized to Sign Up for the Contract

Please check only one of a, b, or c. If none apply, check here: **None apply**

I confirm that:

a. I am the person whose name is on the electricity and natural gas bills for the home that will be supplied with electricity and natural gas under the contract OR Yes

b. I am the spouse of the person whose name is on the electricity and natural gas bills for the home that will be supplied with electricity and natural gas under the contract OR Yes

c. I have been authorized to sign up for the contract by the person whose name is on the electricity and natural gas bills for the home that will be supplied with electricity and natural gas under the contract	<input type="checkbox"/> Yes
---	------------------------------

Section 5: Getting the Contract, Disclosure Statement and Price Comparisons

When you signed up for the contract over the internet, was someone from <i>[insert energy retailer name]</i> or from a company that acts for <i>[insert energy retailer name]</i> with you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Did you get a copy of the contract by e-mail from <i>[insert energy retailer name]</i> on <i>[insert month, day, year]</i> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

Did the e-mail also include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Did the e-mail also include an electricity price comparison and a natural gas price comparison that explain how the prices in <i>[insert energy retailer name's]</i> contract for electricity and natural gas compare to the prices charged by your electricity utility and your natural gas utility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

Section 6: Contract Length and Contract Price [Version for use with a contract that has a combined price for both electricity and natural gas]

I understand that if I confirm the contract, I will be buying electricity and	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

natural gas from <i>[insert energy retailer name]</i> for <i>[insert contract term]</i> .		
---	--	--

I understand that the price for electricity and natural gas under the contract is <i>[insert details of the combined price for electricity and natural gas under the contract]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

Commented [IN3]: Since all questions follow a 'yes' first theme to proceed, wording the question like this is an anomaly. We would suggest wording the question in the following format for consistency:

There was no representative from *[insert energy retailer name]* physically present with me at the time I signed up for the contract over the internet (=>Yes to proceed, No to halt)

<p>I understand that the price for electricity and natural gas under the contract only covers part of my electricity and natural gas bills. I will still be responsible for paying other charges like delivery charges and taxes in order to have electricity and natural gas delivered to the home.</p> <p>I also understand that I will still be responsible for paying my share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment, click <here>.</p> <p><i>[If the consumer clicks “<here>”, the following text must be displayed on the consumer’s device: 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. Under the law all electricity consumers have to pay a share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, you will have to pay your share of the Global Adjustment on top of the contract price.]</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that there is no guarantee that the contract with <i>[insert energy retailer name]</i> will save me any money on my electricity or natural gas.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Section 6: Contract Length and Contract Price <i>[Version for use with a contract that has separate prices for electricity and natural gas]</i></p>		
<p>I understand that if I confirm the contract, I will be buying electricity and natural gas from <i>[insert energy retailer name]</i> for <i>[insert contract term]</i>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that the price for electricity under the contract is <i>[insert details of the electricity contract price]</i>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that the price for natural gas under the contract is <i>[insert details of the natural gas contract price]</i>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that the price for electricity and natural gas under the contract only covers part of my electricity and natural gas bills. I will still be responsible for paying other charges like delivery charges and</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>taxes in order to have electricity and natural gas delivered to the home.</p> <p>I also understand that I will still be responsible for paying my share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment, click <here>.</p> <p><i>[If the consumer clicks "<here>", the following text must be displayed on the consumer's device: 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. Under the law all electricity consumers have to pay a share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, you will have to pay your share of the Global Adjustment on top of the contract price.]</i></p>		
<p>I understand that there is no guarantee that the contract with <i>[insert energy retailer name]</i> will save me any money on my electricity or natural gas.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Section 7: Where to Get More Information</p>		
<p>You can get information about energy contracts, energy prices and your rights and responsibilities 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. To learn more, click <here>. <i>[If the consumer clicks <here>, the homepage of the OEB's consumer website must open in a new window.]</i></p>		
<p>Section 8: Confirming Whether you Want to Continue with the Contract</p>		
<p>Not yet, I need more time. I want more time to think about the contract. I understand that I can come back and finish this online contract verification session later. I understand that the online contract verification process will remain available to me until <i>[insert date]</i>.</p> <p><input type="checkbox"/> I Need More Time</p>		

No, I don't want the contract. I understand that if I check the box beside "I Have Changed My Mind About the Contract" below, the contract to buy electricity and natural gas from [insert energy retailer name] will become invalid. I will still have electricity and natural gas service for the home. I will not have to pay any cancellation fees.

I Have Changed My Mind About the Contract

Yes, I want the contract. I understand that if I check the box "I Confirm that I want to Continue with the Contract" below, I am agreeing to buy electricity and natural gas from [insert energy retailer name] at the price set out in Section 6 and for the length of time set out in Section 6.

I Confirm that I want to Continue with the Contract

To finish this online contract verification session and confirm your contract, please read about your right to cancel the contract below.

I understand that I can cancel the contract up to 30 days after I receive the second bill that shows the contract price. If I cancel the contract less than 30 days after I receive the second bill that shows the contract price, I won't have to pay any cancellation fees. I understand that, if I cancel after that, I may have to pay a cancellation fee.

I have read about my right to cancel the contract after receiving our second bill.

[The consumer cannot be allowed to check this box unless the consumer has (i) provided a response in respect of each question or statement in sections 1 to 7; and (ii) the consumer has checked the "I Confirm that I want to Continue with the Contract..." box in section 8. If the consumer attempts to check this box without having done both (i) and (ii), an automatic message must be displayed on the consumer's device inviting the consumer to complete the missing information. If the consumer has done both (i) and (ii) and is able to and does check this box, the following must then be displayed on the consumer's device: Your contract to buy electricity and natural gas from [insert energy retailer name] has been confirmed. Please contact [insert name of, and telephone number for, the energy retailer] if you have any questions about your contract or about when electricity and natural gas will start to be supplied under the contract.]

Commented [IN4]: The manner in which this question is posed is confusing since all Yes/No questions are proposed in a side by side format. However, the way this is proposed could be confused to be two separate questions with no option but to answer "I have change my mind" first.

We recommend that the questions be posed side by side to show it is one question, with the leading "Yes I want to the Contract" first, following the format of the entire verification script.