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**BY E-MAIL AND WEB POSTING**

**May 18, 2017**

**NOTICE OF AMENDMENT TO A CODE AND OF AMENDMENT TO A RULE  
AMENDMENTS TO THE ELECTRICITY RETAILER CODE OF CONDUCT AND THE  
CODE OF CONDUCT FOR GAS MARKETERS**

**OEB FILE NO.: EB-2015-0268**

**To: All Licensed Electricity Retailers  
All Licensed Gas Marketers  
All Applicants with a Pending Application for a New Electricity Retailer Licence  
or a New Gas Marketer Licence  
All Participants in Consultation Process EB-2014-0158 (Consultation on the  
Effectiveness of Part II of the *Energy Consumer Protection Act, 2010*) and EB-  
2015-0268 (Giving Effect to the OEB's Report on the Effectiveness of the  
*Energy Consumer Protection Act, 2010*)  
All Other Interested Parties**

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The Ontario Energy Board (OEB) is giving notice under sections 45 and 70.2 of the *Ontario Energy Board Act, 1998* of the adoption of final amendments to the Electricity Retailer Code of Conduct (Retailer Code) and the Code of Conduct for Gas Marketers (Marketer Code) (collectively, the Codes of Conduct).

The amendments enable online verification of energy contracts with low volume consumers as an alternative to verification by telephone.

**A. Background**

In December, 2016, the OEB completed its consultation on amendments to the Codes of Conduct and other regulatory instruments to address certain findings and implement certain recommendations set out in the OEB's [\*Consumers Come First\*](#) report on the effectiveness

of the *Energy Consumer Protection Act, 2010* (ECPA). Some of those amendments were also required to support legislative changes that came into force on January 1, 2017 regarding rules governing natural gas marketers and electricity retailers (collectively, energy retailers) set out in the ECPA and Ontario Regulation 389/10 (General) (ECPA Regulation) in respect of low volume consumers. All materials related to that consultation are available on the OEB's website at <https://www.oeb.ca/industry/policy-initiatives-and-consultations/giving-effect-oeps-report-effectiveness-energy>.

Some of the amendments to the ECPA Regulation enable the verification of energy contracts over the internet, but do so conditional on the OEB having rules in place to support that process.

On January 31, 2017, the OEB issued a [Notice of Proposal](#) (January Notice) in which it proposed amendments to the Codes of Conduct that would enable online verification of energy contracts with low volume consumers (January 2017 Proposal). By way of summary, under the January 2017 Proposal the OEB proposed regulatory requirements including:

- i. mandatory use of an OEB-approved online verification form;
- ii. the online verification process must be conducted through a website that is secure and have certain minimum functionality;
- iii. the online verification process will be initiated by an e-mail sent to the consumer within the prescribed verification window that provides a link to the online verification website containing the OEB-approved verification form;
- iv. the internet verification website must not be accessible by consumers other than through the link contained in the e-mail, and the consumer must not be permitted access to the website once the verification period has expired;
- v. the consumer must authenticate his or her identity before proceeding to the verification form and must be provided with the option to download or print a copy of their contract, disclosure statement and price comparison(s), as well as the verification form at any time without any obligation to verify the contract;
- vi. the online verification process must be automatically terminated where required by the ECPA Regulation or the verification form; and
- vii. a contract cannot be successfully verified unless and until the consumer has provided a response to each question and statement on the verification form.

In addition to the above, the OEB noted its expectation that the online verification process will comply with all applicable law, including Canada's anti-spam legislation.

The OEB also proposed a number of consequential amendments to the Codes of Conduct to reflect the introduction of online verification.

The OEB is of the view that the January 2017 Proposal ensures, as much as possible, that the online verification process is not less protective for consumers than the existing telephone process. The approach and proposed online verification form was also tested with the OEB's Consumer Panel.

The OEB received written comments on the proposed amendments from 3 energy retailers. All of the written comments are posted on the OEB's website at <https://www.oeb.ca/industry/policy-initiatives-and-consultations/giving-effect-oeb-report-effectiveness-energy>.

## **B. Adoption of the Code and Rule Amendments and Approval of the Online Verification Form**

The OEB has considered the comments received on the January Notice and has determined that it will adopt the code and rule amendments as set out in the January Notice as proposed. The final amendments to the Retailer Code are set out in Attachment A. The final amendments to the Marketer Code are set out in Attachment B.

The approved e-mail message inviting a consumer to proceed with online verification is set out in Attachment C. The approved online verification forms for dual fuel contracts entered into over the internet, one for residential consumers and another for non-residential consumers, are set out in Attachment D.

Energy retailers expressed strong support for online verification. One energy retailer believes the proposal to require a consumer to be able to download or print a copy of their contract, disclosure statement and price comparison(s) will create costs and system complexities. Two energy retailers had a number of concerns regarding the length and necessity of certain questions in the online form and suggested the process is onerous for both energy retailers and consumers.

The OEB remains of the view that the technical and functionality issues associated with the proposed verification process are necessary to ensure as much as possible that the process is not less protective for consumers than the existing telephone verification process. The online verification process was generally positively received by the OEB's Consumer Panel. The number of verification questions was a concern for some while

others had no concerns with the length of the process. Some felt there was an opportunity to combine or streamline some of the questions.

The OEB has made minor revisions to the online verification form to reflect the feedback of the Consumer Panel and comments made by energy retailers. For convenience of reference, Attachment E includes comparison copies of the online verification form showing the revisions made relative to the version included in the January 2017 Proposal.

The OEB is preparing other versions of the online verification forms for single fuel contracts and for contracts that are not entered into over the internet as required and will issue those in the near term.

One energy retailer raised a concern about a potential conflict with privacy legislation if an energy retailer is required to maintain customer information in a database prior to the consumer completing the online form and some questioned the proposal requiring the responses to questions or statements on the verification form to be saved such that the consumer may leave a session and return without having to start over.

The OEB's Consumer Panel supported all technical features in the proposed amendments. The OEB is of the view that providing consumers with the ability to resume their verification process will enhance the consumer experience. If energy retailers wish to add provisions to the contract regarding the collection and use of personal information and the protection of privacy, they may do so. The OEB-approved standard contract terms and conditions permit energy retailers to insert any other contract terms and conditions as long as they are in plain language and not inconsistent with the standard contract terms and conditions.

One energy retailer proposed to send the online verification e-mail message to its prospective customers with the embedded link to the independent third party verification representative's online portal. The OEB notes that the amended ECPA Regulation requires that verification must be performed by a third party that is independent of the energy retailer and this proposal if accepted may be seen as inconsistent with this requirement.

The OEB takes this opportunity to remind energy retailers that, effective January 1, 2017, verification must be performed by a third party that is independent of the energy retailer as set out in section 13 of the ECPA Regulation. This requirement applies whether verification is being done by telephone or over the internet. The OEB expects that records pertaining to the third party's verification activities will be readily available to the OEB as and when the OEB requests them.

Although energy retailers will not need to obtain OEB approval for their online verification materials, the OEB will, in order to monitor the development and implementation of online verification, require all energy retailers offering online verification to provide their online

verification materials to the OEB **prior to commercial distribution and/or use**. Electronic copies may be filed by e-mail at [boardsec@oeb.ca](mailto:boardsec@oeb.ca) and should include “Online Verification Materials; EB-2015-0268” in the subject line of the e-mail. This direction is given further to the condition contained in each energy retailer’s licence that requires the licensee to provide such information as the OEB may require from time to time.

### **C. Anticipated Costs and Benefits**

The anticipated costs and benefits of the January 2017 Proposal were set out in the January Notice. As noted in the January Notice, online verification is an untested approach to verification not only in Ontario but in other jurisdictions as well. The OEB will monitor the implementation of online verification closely, and may remove it as an option for the industry generally or for a given energy retailer specifically if, in the OEB’s view, the number or nature of complaints so warrant.

### **D. Coming into Force**

The amendments to the Retailer Code and the Marketer Code, as set out in Attachments A and B respectively, come into force on the date that the final amendments are published on the OEB’s website after having been made by the OEB.

This Notice, including the materials set out in Attachments A to E, will be available for public viewing on the OEB’s web site at [www.oeb.ca](http://www.oeb.ca) and at the office of the OEB during normal business hours.

Questions regarding the matters addressed in this Notice should be directed to [IndustryRelations@oeb.ca](mailto:IndustryRelations@oeb.ca) or by phone at 416-314-2455. The OEB’s toll free number is 1-877-632-2727 (toll-free within Ontario).

**DATED MAY 18, 2017**

**ONTARIO ENERGY BOARD**

*Original Signed By*

Kirsten Walli  
Board Secretary

Attachments:

- Attachment A: Amendments to the Electricity Retailer Code of Conduct
- Attachment B: Amendments to the Code of Conduct for Gas Marketers
- Attachment C: E-mail Message
- Attachment D: Online Verification Forms for Dual Fuel Contracts Entered into Over the Internet (Residential and Non-Residential Versions)
- Attachment E: Comparison version of the Online Verification Forms (for convenience of reference only)

## Attachment A

### Amendments to the Electricity Retailer Code of Conduct

1. Section 4.10 of the Electricity Retailer Code of Conduct is amended by adding the words “by telephone” after the words “low volume consumer”.
2. The opening paragraph of section 4.11 of the Electricity Retailer Code of Conduct is amended by adding the words “by telephone” after the words “low volume consumer”.
3. Section 4 of the Electricity Retailer Code of Conduct is amended by adding the following after section 4.11:

4.11A A retailer shall ensure that verification of a contract with a low volume consumer over the internet:

- (a) complies with sections 4.11B and 4.11C; and
- (b) is conducted through an internet verification website that is secure.

4.11B The verification of a contract with a low volume consumer over the internet shall comply with the following requirements:

- (a) the retailer’s verification representative shall send an e-mail to the consumer, to the e-mail address provided by the consumer for internet verification purposes, that complies with paragraph (c) and that contains a link to the internet verification website that meets prevailing and generally-accepted security standards and protocols;
- (b) the internet verification website must not be accessible by consumers other than through the link referred to in paragraph (a), and a consumer must not be permitted access to the internet verification website once the verification period prescribed by the ECPA Regulation has expired in relation to that consumer’s contract;
- (c) the e-mail referred to in paragraph (a) must comply with the following requirements:
  - (i) the e-mail may only be sent to the consumer within the verification period prescribed by section 12(3) of the ECPA Regulation that is applicable to the consumer’s contract;

- (ii) the date and time of communication of the e-mail to the consumer must be verifiable;
  - (iii) the e-mail shall contain the applicable message approved for that purpose by the OEB, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved message, or as required to comply with paragraph (iv) or applicable law; and
  - (iv) the e-mail shall contain contact information for the retailer's verification representative for purposes of making inquiries or reporting technical issues with the internet verification website;
- (d) the consumer's session on the internet verification website must be cancelled in a reasonable period of time if the consumer does not continue the session, and a message to that effect must automatically be displayed on the consumer's device;
- (e) the consumer must be provided with the option to download or print the applicable OEB-approved verification form referred to in paragraph (g) at any time without any obligation to verify the contract;
- (f) the internet verification process must include the following functionality:
- (i) the consumer must be required to authenticate his or her identity before being able to proceed to the applicable OEB-approved verification form referred to in paragraph (g);
  - (ii) the IP address of the device from which the consumer is undertaking the internet verification process must be recorded and maintained;
  - (iii) the consumer's responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) must be saved such that the consumer may leave a session on the internet verification website and return to it later without having to start over;
  - (iv) the consumer must be able to return to his or her responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) and change them at any time before completing the form;
  - (v) the internet verification website must allow the consumer to increase the font size of content on the website; and
  - (vi) the internet verification process must have such additional functionality as may be specified in the instructions on the applicable OEB-approved verification form;

- (g) the applicable verification form approved by the OEB must be used, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved verification form, or as required to comply with applicable law;
- (h) the internet verification process must be automatically terminated where required by the ECPA Regulation or the applicable-OEB approved verification form, and a termination message must automatically be displayed on the consumer's device advising the consumer of the reason for the termination in plain language; and
- (i) where a consumer completes the applicable OEB-approved verification form, a message must automatically be displayed on the consumer's device at the time and in accordance with the instructions on the form.

4.11C A contract with a consumer is not considered verified unless the consumer has provided a response to each question or statement on the OEB-approved verification form referred to in section 4.11B(g) and the message referred to in section 4.11B(i) is displayed.

4.11D 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. Such communication shall not contain any statements of a promotional nature about the products, services or business of the retailer or contain any representation that is inconsistent with or contrary to the OEB-approved message referred to in section 4.11B(c) or the applicable OEB-approved verification form referred to in section 4.11B(g).

4. Section 4.12 of the Electricity Retailer Code of Conduct is amended by adding the words "or an internet verification process" after the words "verification call".
5. Section 5.3(a) of the Electricity Retailer Code of Conduct is amended by adding the words "or the requirements for internet verification as set out in sections 4.11B to 4.11D, including the OEB-approved message referred to in section 4.11B(c) and the OEB-approved verification form referred to in section 4.11B(g), as applicable to the method of verification that the verification representative will be using" after the words "section 4.11".

6. The table in Appendix A of the Electricity Retailer Code of Conduct is amended by adding the following after item (H) under the heading that reads “The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Certification Date are the following”:

<b>The methods of verification the Retailer intends to use as of the Effective Certification Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Telephone		
(B) Internet		

7. Section 4 (“Verification”) of the table in Appendix A of the Electricity Retailer Code of Conduct is amended as follows:

- (a) item (C) is amended by deleting the word “acting” and replacing it with the words “conducting verification by telephone”;
- (b) a new item (C.1) is added after item (C) as follows: “(C.1) All verification representatives conducting internet verification on behalf of the Retailer have been instructed to do so using the e-mail message and verification form approved by the OEB”; and
- (c) a new item (D.1) is added after item (D) as follows: “(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Retailer’s verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place.”

8. The table in Appendix B of the Electricity Retailer Code of Conduct is amended by adding the following after item (H) under the heading that reads “The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Date are the following”:

<b>The methods of verification the Retailer intends to use as of the Effective Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Telephone		
(B) Internet		

9. Section 4 (“Verification”) of the table in Appendix B of the Electricity Retailer Code of Conduct is amended as follows:

- (a) item (C) is amended by deleting the word “acting” and replacing it with the words “conducting verification by telephone”;
- (b) a new item (C.1) is added after item (C) as follows: “(C.1) All verification representatives conducting internet verification on behalf of the Retailer have

- been instructed to do so using the e-mail message and verification form approved by the OEB”; and
- (c) a new item (D.1) is added after item (D) as follows: “(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Retailer’s verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place.”

## Attachment B

### Amendments to the Code of Conduct for Gas Marketers

4. Section 4.10 of the Code of Conduct for Gas Marketers is amended by adding the words “by telephone” after the word “consumer”.
5. The opening paragraph of section 4.11 of the Code of Conduct for Gas Marketers is amended by adding the words “by telephone” after the word “consumer”.
6. Section 4 of the Code of Conduct for Gas Marketers is amended by adding the following after section 4.11:
  - 4.11A A gas marketer shall ensure that verification of a contract with a consumer over the internet:
    - (b) complies with sections 4.11B and 4.11C; and
    - (b) is conducted through an internet verification website that is secure.
  - 4.11B The verification of a contract with a consumer over the internet shall comply with the following requirements:
    - (a) the gas marketer’s verification representative shall send an e-mail to the consumer, to the e-mail address provided by the consumer for internet verification purposes, that complies with paragraph (c) and that contains a link to the internet verification website that meets prevailing and generally-accepted security standards and protocols;
    - (b) the internet verification website must not be accessible by consumers other than through the link referred to in paragraph (a), and a consumer must not be permitted access to the internet verification website once the verification period prescribed by the ECPA Regulation has expired in relation to that consumer’s contract;
    - (c) the e-mail referred to in paragraph (a) must comply with the following requirements:
      - (i) the e-mail may only be sent to the consumer within the verification period prescribed by section 12(3) of the ECPA Regulation that is applicable to the consumer’s contract;

- (ii) the date and time of communication of the e-mail to the consumer must be verifiable;
  - (iii) the e-mail shall contain the applicable message approved for that purpose by the OEB, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved message, or as required to comply with paragraph (iv) or applicable law; and
  - (iv) the e-mail shall contain contact information for the gas marketer's verification representative for purposes of making inquiries or reporting technical issues with the internet verification website;
- (d) the consumer's session on the internet verification website must be cancelled in a reasonable period of time if the consumer does not continue the session, and a message to that effect must automatically be displayed on the consumer's device;
- (e) the consumer must be provided with the option to download or print the applicable OEB-approved verification form referred to in paragraph (g) at any time without any obligation to verify the contract;
- (f) the internet verification process must include the following functionality:
- (i) the consumer must be required to authenticate his or her identity before being able to proceed to the applicable OEB-approved verification form referred to in paragraph (g);
  - (ii) the IP address of the device from which the consumer is undertaking the internet verification process must be recorded and maintained;
  - (iii) the consumer's responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) must be saved such that the consumer may leave a session on the internet verification website and return to it later without having to start over;
  - (iv) the consumer must be able to return to his or her responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) and change them at any time before completing the form;
  - (v) the internet verification website must allow the consumer to increase the font size of content on the website; and
  - (vi) the internet verification process must have such additional functionality as may be specified in the instructions on the applicable OEB-approved verification form;

- (g) the applicable verification form approved by the OEB must be used, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved verification form, or as required to comply with applicable law;
- (h) the internet verification process must be automatically terminated where required by the ECPA Regulation or the applicable-OEB approved verification form, and a termination message must automatically be displayed on the consumer's device advising the consumer of the reason for the termination in plain language; and
- (i) where a consumer completes the applicable OEB-approved verification form, a message must automatically be displayed on the consumer's device at the time and in accordance with the instructions on the form.

4.11C A contract with a consumer is not considered verified unless the consumer has provided a response to each question or statement on the OEB-approved verification form referred to in section 4.11B(g) and the message referred to in section 4.11B(i) is displayed.

4.11D 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. Such communication shall not contain any statements of a promotional nature about the products, services or business of the gas marketer or contain any representation that is inconsistent with or contrary to the OEB-approved message referred to in section 4.11B(c) or the applicable OEB-approved verification form referred to in section 4.11B(g).

4. Section 4.12 of the Code of Conduct for Gas Marketers is amended by adding the words "or an internet verification process" after the words "verification call".
5. Section 5.3(a) of the Code of Conduct for Gas Marketers is amended by adding the words "or the requirements for internet verification as set out in sections 4.11B to 4.11D, including the OEB-approved message referred to in section 4.11B(c) and the OEB-approved verification form referred to in section 4.11B(g), as applicable to the method of verification that the verification representative will be using" after the words "section 4.11".

6. The table in Appendix A of the Code of Conduct for Gas Marketers is amended by adding the following after item (H) under the heading that reads “The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Certification Date are the following”:

<b>The methods of verification the Gas Marketer intends to use as of the Effective Certification Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Telephone		
(B) Internet		

7. Section 4 (“Verification”) of the table in Appendix A of the Code of Conduct for Gas Marketers is amended as follows:

- (a) item (C) is amended by deleting the word “acting” and replacing it with the words “conducting verification by telephone”;
- (b) a new item (C.1) is added after item (C) as follows: “(C.1) All verification representatives conducting internet verification on behalf of the Gas Marketer have been instructed to do so using the e-mail message and verification form approved by the OEB”; and
- (c) a new item (D.1) is added after item (D) as follows: “(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Gas Marketer’s verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place.”

8. The table in Appendix B of the Code of Conduct for Gas Marketers is amended by adding the following after item (H) under the heading that reads “The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Date are the following”:

<b>The methods of verification the Gas Marketer intends to use as of the Effective Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Telephone		
(B) Internet		

9. Section 4 (“Verification”) of the table in Appendix B of the Code of Conduct for Gas Marketers is amended as follows:

- (a) item (C) is amended by deleting the word “acting” and replacing it with the words “conducting verification by telephone”;
- (b) a new item (C.1) is added after item (C) as follows: “(C.1) All verification representatives conducting internet verification on behalf of the Gas Marketer

- have been instructed to do so using the e-mail message and verification form approved by the OEB”; and
- (c) a new item (D.1) is added after item (D) as follows: “(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Gas Marketer’s verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place.”

## Attachment C

### E-mail Message

Thank you for signing up for a contract to buy *[insert one of the following, as applicable: electricity; natural gas; electricity and natural gas]* from *[insert name of energy retailer]* for your *[insert “home” or “business”, as applicable]*.

Below is a link to the online verification website where you will be asked to confirm whether you want to continue with the contract(s). The process will take you through key points about the contract and ask you to answer some questions. You can't complete the process unless you answer all of the questions.

*<[insert link to the online verification website]>*

You can access the online verification website at any time until *[insert date]*. *[The date must be within the verification period prescribed by section 12(3) of the ECPA Regulation]*

*[An energy retailer that also allows telephone verification shall include the following: If you would prefer to confirm your contract(s) by telephone, please contact [insert name of telephone verification representative] at [insert telephone number and any other contact information for the telephone verification representative].*

If you have changed your mind and do not want to continue with the contract(s), click *<here>* *[insert hyperlink that allows the consumer to communicate their decision not to verify the contract]*. You will not have to pay a cancellation fee, and your *[insert one of the following, as applicable: electricity; natural gas; electricity and natural gas]* service will continue without interruption.

**Attachment D**

**Online Verification Forms for Dual Fuel Contracts Entered into Over the Internet  
(Residential and Non-Residential Versions)**

*(Separate documents attached)*

**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.*

<b>Section 1: Consent</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
I understand that entering and leaving my personal information on a public computer is not recommended.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Section 2: What this Online Contract Verification Session is For</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

<p>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> to buy electricity and natural gas. 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:</p> <p>(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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 3: Information We Have About You</b></p>		
<p>Below is information that we have about you and the home. Please review it carefully to make sure it is accurate.</p>		
<p>My name is: <i>[insert consumer name]</i></p> <p>The address of the home that will be supplied with electricity and natural gas under the contract is: <i>[insert service address]</i></p> <p>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: <i>[insert billing address]</i></p>		
<p>I confirm that all of the above information is accurate.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>[The following additional information and confirmation question is optional, and can be included if desired]</i></p> <p>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.</p> <p>My electricity utility is <i>[insert name of electricity utility]</i></p>		

The electricity utility account number for the home is <i>[insert account number]</i>		
My natural gas utility is <i>[insert name of natural gas utility]</i>		
The natural gas utility account number for the home is <i>[insert account number]</i>		
I confirm that all of the above information is accurate.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section 4: Confirmation that You Were Authorized to Sign Up for the Contract</b>		
Please check only one of a, b, or c. If none apply, check here: <input type="checkbox"/> None apply		
I confirm that:		
a. I am the person whose name is on the electricity and natural gas bills for the home OR	<input type="checkbox"/> Yes	
b. I am the spouse of the person whose name is on the electricity and natural gas bills for the home OR	<input type="checkbox"/> 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	<input type="checkbox"/> Yes	
<b>Section 5: Getting the Contract, Disclosure Statement and Price Comparisons</b>		
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
<b>Section 6: Contract Length and Contract Price [Version for use with a contract that has a combined price for both electricity and natural gas]</b>		
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> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that the price for electricity and natural gas under the contract is <i>[insert details of the combined price for electricity and</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p><i>natural gas under the contract].</i></p>		
<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 &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</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>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<p><b>Section 6: Contract Length and Contract Price <i>[Version for use with a contract that has separate prices for electricity and natural gas]</i></b></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>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<p>I understand that the price for electricity under the contract is <i>[insert details of the electricity contract price]</i>.</p>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<p>I understand that the price for natural gas under the contract is <i>[insert details of the natural gas contract price]</i>.</p>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<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</p>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>

<p>contract. For more information about the Global Adjustment, click &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<p><b>Section 7: Where to Get More Information</b></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 &lt;here&gt;. <i>[If the consumer clicks &lt;here&gt;, the homepage of the OEB’s consumer website must open in a new window.]</i></p>		
<p><b>Section 8: Confirming Whether you Want to Continue with the Contract</b></p>		
<p><b>Not yet, I need more time.</b> I understand that I can come back and finish this online contract verification session later which will remain available to me until <i>[insert date]</i>.</p> <p><input type="checkbox"/> <b>I Need More Time</b></p>		
<p><b>No, I don’t want the contract.</b> I understand that if I check the box below, the contract to buy electricity and natural gas from <i>[insert energy retailer name]</i> will become invalid. I will still have electricity and natural gas service for the home. I will not have to pay any cancellation fees.</p> <p><input type="checkbox"/> <b>I Have Changed My Mind About the Contract</b></p>		
<p><b>Yes, I want the contract.</b> I understand that if I check the box below, I am agreeing to buy electricity and natural gas from <i>[insert energy retailer name]</i> at the price and for the length of time set out in Section 6.</p>		

**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. I understand that I have to pay that bill, but I won't have to pay any cancellation fees. 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 the 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.]*

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

*Instructions for using this form:*

1. *This form must only be used for non-residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.*
2. *In this 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.*

<b>Section 1: Consent</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
I understand that entering and leaving my personal information on a public computer is not recommended.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Section 2: What this Online Contract Verification Session is For</b>		
I confirm that I signed up for a contract over the internet to buy electricity and natural gas for a business from <i>[insert energy retailer name]</i> .	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

<p>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> to buy electricity and natural gas. 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:</p> <p>(a) The business will keep buying electricity and natural gas like it does today; and</p> <p>(b) We won't have to pay any cancellation fees.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that if I confirm that I want to continue with the contract, the business will be buying its electricity and natural gas from <i>[insert energy retailer name]</i>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>[The following to be included by an energy retailer that also makes telephone verification available]</i></p> <p>I would prefer to confirm the contract by telephone. Please have someone call me.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 3: Information We Have About You</b></p>		
<p>Below is information that we have about you and the business. Please review it carefully to make sure it is accurate.</p>		
<p>My name is: <i>[insert name of the person that entered into the contract]</i></p> <p>The name of the business: <i>[insert name of the business]</i></p> <p>The address of the business that will be supplied with electricity and natural gas under the contract is: <i>[insert service address]</i></p> <p>The address where electricity and natural gas bills are sent for the business that will be supplied with electricity and natural gas under the contract is: <i>[insert billing address]</i></p>		
<p>I confirm that all of the above information is accurate.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>[The following additional information and confirmation question is optional, and can be included if desired]</i></p> <p>Below is information that we have about the gas and utility accounts for the business. Please review it carefully to make sure it is accurate.</p>		

The electricity utility for the business is <i>[insert name of electricity utility]</i>		
The electricity utility account number for the business is <i>[insert account number]</i>		
The natural gas utility for the business <i>[insert name of natural gas utility]</i>		
The natural gas utility account number for the business is <i>[insert account number]</i>		
I confirm that all of the above information is accurate.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section 4: Confirmation that You Were Authorized to Sign Up for the Contract</b>		
Please check only one of a or b. If neither applies, check here: <input type="checkbox"/> <b>Neither applies</b>		
I confirm that:		
a. I am the person whose name is on the electricity and natural gas bills for the business OR	<input type="checkbox"/> Yes	
b. 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 business	<input type="checkbox"/> Yes	
<b>Section 5: Getting the Contract, Disclosure Statement and Price Comparisons</b>		
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 the electricity utility and the natural gas utility that serve the business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section 6: Contract Length and Contract Price [Version for use with a contract that has a combined price for both electricity and natural gas]</b>		
I understand that if I confirm the contract, the business will be buying electricity and natural gas from <i>[insert energy retailer name]</i> for <i>[insert contract term]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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
I understand that the price for electricity and natural gas under the contract only covers part of the electricity and natural gas bills for the	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>business. We will still be responsible for paying other charges like delivery charges and taxes in order to have electricity and natural gas delivered to the business.</p> <p>I also understand that the business will still be responsible for paying its share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment, click &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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 the electricity utility that serves the business already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, the business will have to pay its 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 the business any money on its electricity or natural gas.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 6: Contract Length and Contract Price <i>[Version for use with a contract that has separate prices for electricity and natural gas]</i></b></p>		
<p>I understand that if I confirm the contract, the business will be buying its 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 the electricity and natural gas bills for the business. We will still be responsible for paying other charges like delivery charges and taxes in order to have electricity and natural gas delivered to the business.</p> <p>I also understand that the business will still be responsible for paying its share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment,</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>click &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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 the electricity utility that serves the business already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, the business will have to pay its 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 the business any money on its electricity or natural gas.</p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<p><b>Section 7: Where to Get More Information</b></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 &lt;here&gt;. <i>[If the consumer clicks &lt;here&gt;, the homepage of the OEB’s consumer website must open in a new window.]</i></p>		
<p><b>Section 8: Confirming Whether you Want to Continue with the Contract</b></p>		
<p><b>Not yet, I need more time.</b> I understand that I can come back and finish this online contract verification session later which will remain available to me until <i>[insert date]</i>.</p> <p><input type="checkbox"/> <b>I Need More Time</b></p>		
<p><b>No, I don’t want the contract.</b> I understand that if I check the box below, the contract to buy electricity and natural gas from <i>[insert energy retailer name]</i> will become invalid. The business will still have electricity and natural gas service . We will not have to pay any cancellation fees.</p> <p><input type="checkbox"/> <b>I Have Changed My Mind About the Contract</b></p>		
<p><b>Yes, I want the contract.</b> I understand that if I check the box below, I am agreeing to buy electricity and natural gas for the business from <i>[insert energy retailer name]</i> at the price and for the length of time set out in Section 6.</p>		

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 the business receives the second bill that shows the contract price. I understand that I have to pay that bill, but we won't have to pay any cancellation fees. If I cancel after that, we 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.]*

**Attachment E**

**Comparison versions of the Online Verification Forms for Dual Fuel Contracts  
Entered into Over the Internet (Residential and Non-Residential Versions):**

**For Convenience of Reference Only**

*(Separate documents attached)*

## 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.*

<b>Section 1: Consent</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
I understand that entering and leaving my personal information on a public computer is not recommended.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Section 2: What this Online Contract Verification Session is For</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

<p>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> <u>to buy electricity and natural gas. 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:</u></p> <p><u>(a) I will keep buying my electricity and natural gas like I do today;</u>  <u>and</u>  <u>(b) I won't have to pay any cancellation fees.</u></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><del>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:</del></p> <p><del>(a) I will keep buying my electricity and natural gas like I do today;</del>  <del>and</del>  <del>(b) I won't have to pay any cancellation fees.</del></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 3: Information We Have About You</b></p>		
<p>Below is information that we have about you and the home. Please review it carefully to make sure it is accurate.</p>		
<p>My name is: <i>[insert consumer name]</i></p> <p>The address of the home that will be supplied with electricity and natural gas under the contract is: <i>[insert service address]</i></p> <p>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: <i>[insert billing address]</i></p>		
<p>I confirm that all of the above information is accurate.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> 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]*

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~~

Yes

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

When you signed up for the contract over the internet, was someone from *[insert energy retailer name]* or from a company that acts for *[insert energy retailer name]* with you?

Yes

No

Did you get a copy of the contract by e-mail from *[insert energy retailer name]* on *[insert month, day, year]*?

Yes

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?

Yes

No

Did the e-mail also include an electricity price comparison and a natural gas price comparison that explain how the prices in *[insert energy retailer name's]* contract for electricity and natural gas compare

Yes

No

to the prices charged by your electricity utility and your natural gas utility?		
<b>Section 6: Contract Length and Contract Price [Version for use with a contract that has a combined price for both electricity and natural gas]</b>		
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> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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
<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 <a href="#">&lt;here&gt;</a>.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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
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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section 6: Contract Length and Contract Price [Version for use with a contract that has separate prices for electricity and natural gas]</b>		
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> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that the price for electricity under the contract is <i>[insert details of the electricity contract price]</i> .	<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 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 &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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><b>Section 7: Where to Get More Information</b></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 &lt;here&gt;. <i>[If the consumer clicks &lt;here&gt;, the homepage of the OEB’s consumer website must open in a new window.]</i></p>		
<p><b>Section 8: Confirming Whether you Want to Continue with the Contract</b></p>		
<p><del>Not yet, I need more time. I want more time to think about the contract.</del> I understand that I can come back and finish this online contract verification session later <u>which</u> - <del>I understand that the online contract verification process</del> will remain available to me until <i>[insert date]</i>.</p> <p><input type="checkbox"/> <b>I Need More Time</b></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 and for the length of time 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 understand that I have to pay that bill, but 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 the 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.]*

## Online Verification Form

### Dual Fuel Contract Entered into Over the Internet: Non-Residential Consumers

*Instructions for using this form:*

1. *This form must only be used for non-residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.*
2. *In this 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.*

<b>Section 1: Consent</b>		
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
I understand that entering and leaving my personal information on a public computer is not recommended.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Section 2: What this Online Contract Verification Session is For</b>		
I confirm that I signed up for a contract over the internet to buy electricity and natural gas for a business from <i>[insert energy retailer name]</i> .	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

<p>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> <u>to buy electricity and natural gas. 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:</u></p> <p><u>(a) The business will keep buying electricity and natural gas like it does today; and</u>  <u>(b) We won't have to pay any cancellation fees.</u></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>I understand that if I confirm that I want to continue with the contract, the business will be buying its electricity and natural gas from <i>[insert energy retailer name]</i>.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><del>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:</del></p> <p><del>(a) The business will keep buying electricity and natural gas like it does today; and</del>  <del>(b) We won't have to pay any cancellation fees.</del></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 3: Information We Have About You</b></p>		
<p>Below is information that we have about you and the business. Please review it carefully to make sure it is accurate.</p>		
<p>My name is: <i>[insert name of the person that entered into the contract]</i></p> <p>The name of the business: <i>[insert name of the business]</i></p> <p>The address of the business that will be supplied with electricity and natural gas under the contract is: <i>[insert service address]</i></p> <p>The address where electricity and natural gas bills are sent for the business that will be supplied with electricity and natural gas under the contract is: <i>[insert billing address]</i></p>		

I confirm that all of the above information is accurate.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>[The following additional information and confirmation question is optional, and can be included if desired]</i></p> <p>Below is information that we have about the gas and utility accounts for the business. Please review it carefully to make sure it is accurate.</p> <p>The electricity utility for the business is <i>[insert name of electricity utility]</i></p> <p>The electricity utility account number for the business is <i>[insert account number]</i></p> <p>The natural gas utility for the business <i>[insert name of natural gas utility]</i></p> <p>The natural gas utility account number for the business is <i>[insert account number]</i></p>		
I confirm that all of the above information is accurate.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 4: Confirmation that You Were Authorized to Sign Up for the Contract</b></p>		
<p>Please check only one of a or b. If neither applies, check here: <input type="checkbox"/> <b>Neither applies</b></p>		
<p>I confirm that:</p>		
<p>a. I am the person whose name is on the electricity and natural gas bills for the business <del>that will be supplied with electricity and natural gas under the contract</del> OR</p>	<input type="checkbox"/> Yes	
<p>b. 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 business <del>that will be supplied with electricity and natural gas under the contract</del></p>	<input type="checkbox"/> Yes	
<p><b>Section 5: Getting the Contract, Disclosure Statement and Price Comparisons</b></p>		
<p>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>?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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 the electricity utility and the natural gas utility that serve the business?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 6: Contract Length and Contract Price <i>[Version for use with a contract that has a combined price for both electricity and natural gas]</i></b></p>		

I understand that if I confirm the contract, the business will be buying electricity and natural gas from <i>[insert energy retailer name]</i> for <i>[insert contract term]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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
<p>I understand that the price for electricity and natural gas under the contract only covers part of the electricity and natural gas bills for the business. We will still be responsible for paying other charges like delivery charges and taxes in order to have electricity and natural gas delivered to the business.</p> <p>I also understand that the business will still be responsible for paying its share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment, click &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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 the electricity utility that serves the business already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, the business will have to pay its share of the Global Adjustment on top of the contract price.]</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that there is no guarantee that the contract with <i>[insert energy retailer name]</i> will save the business any money on its electricity or natural gas.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 6: Contract Length and Contract Price <i>[Version for use with a contract that has separate prices for electricity and natural gas]</i></b></p>		
I understand that if I confirm the contract, the business will be buying its electricity and natural gas from <i>[insert energy retailer name]</i> for <i>[insert contract term]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that the price for electricity under the contract is <i>[insert details of the electricity contract price]</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that the price for natural gas under the contract is <i>[insert details of the natural gas contract price]</i> .	<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 the electricity and natural gas bills for the business. We will still be responsible for paying other charges like delivery charges and taxes in order to have electricity and natural gas delivered to the business.</p> <p>I also understand that the business will still be responsible for paying its share of the Global Adjustment in addition to the price for electricity under the contract. For more information about the Global Adjustment, click &lt;here&gt;.</p> <p><i>[If the consumer clicks “&lt;here&gt;”, 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 the electricity utility that serves the business already include an estimate of the Global Adjustment. If you confirm that you want to continue with the contract for electricity, the business will have to pay its 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 the business any money on its electricity or natural gas.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Section 7: Where to Get More Information</b></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 &lt;here&gt;. <i>[If the consumer clicks &lt;here&gt;, the homepage of the OEB’s consumer website must open in a new window.]</i></p>		
<p><b>Section 8: Confirming Whether you Want to Continue with the Contract</b></p>		
<p><del>Not yet, I need more time. I want more time to think about the contract.</del> I understand that I can come back and finish this online contract verification session later <u>which</u> <del>– I understand that the online contract verification process</del> will remain available to me until <i>[insert date]</i>.</p> <p><input type="checkbox"/> <b>I Need More Time</b></p>		
<p><del>No, I don’t want the contract.</del> I understand that if I check the box <b>beside “I Have Changed</b></p>		

~~My Mind About the Contract~~ below, the contract to buy electricity and natural gas from [insert energy retailer name] will become invalid. The business will still have electricity and natural gas service. We 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 for the business from [insert energy retailer name] at the price and for the length of time 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 the business receives the second bill that shows the contract price. ~~If I cancel the contract less than 30 days after the business receives the second bill that shows the contract price~~ understand that I have to pay that bill, but, we won't have to pay any cancellation fees. ~~I understand that,~~ if I cancel after that, we 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.]*