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NOTICE OF PROPOSAL TO REVOKE AND RE-ISSUE A CODE

**PROPOSED REVOCATION AND RE-ISSUANCE OF THE ELECTRICITY
RETAILER CODE OF CONDUCT**

AND

**NOTICE OF PROPOSAL TO REVOKE AND RE-ISSUE A RULE AND TO
AMEND A RULE**

**PROPOSED REVOCATION AND RE-ISSUANCE OF THE GAS MARKETER
CODE OF CONDUCT AND PROPOSED AMENDMENTS TO THE GAS
DISTRIBUTION ACCESS RULE**

BOARD FILE NO.: EB-2010-0245

**To: All Licensed Electricity Retailers
All Licensed Gas Marketers
All Licensed Electricity Distributors
All Natural Gas Utilities
All Other Interested Parties**

Date: August 12, 2010

The Ontario Energy Board (the "Board") is giving notice under section 45 and section 70.2 of the *Ontario Energy Board Act, 1998* (the "OEB Act"), as applicable, of its proposal to:

- i. revoke and re-issue the Electricity Retailer Code of Conduct (the "Retailer Code");

- ii. revoke and re-issue the Code of Conduct for Gas Marketers (the “Marketer Code”); and
- iii. amend the Gas Distribution Access Rule (the “GDAR”).

The purpose of the proposed revisions to these regulatory instruments is to implement the provisions of the *Energy Consumer Protection Act, 2010* (the “ECPA”) in relation to the activities of licensed electricity retailers and gas marketers (“suppliers”).

A. Background

The ECPA, which received Royal Assent on May 18, 2010 but has not yet been proclaimed into force, will establish a new framework for the regulation of the activities of suppliers. The relevant provisions are found largely in Part II of the ECPA, with additional provisions also appearing in Part V in the form of amendments to the OEB Act. These provisions of the ECPA may come into force as early as January 1, 2011.

Many of the consumer protection provisions of the ECPA contemplate that supporting regulations will be made. To that end, on July 2, 2010, the government posted for comment a draft regulation under the ECPA (the “Draft ECPA Regulation”) as well as a draft regulation under the OEB Act (the “Draft OEBA Regulation”) (collectively, the “Draft Regulations”).¹ The Draft Regulations address a number of issues, including: (i) what constitutes an “unfair practice”; (ii) the content of contracts; (iii) a requirement for a “disclosure statement” to accompany certain contracts; (iv) the contract verification and renewal processes; (v) contract cancellation; (vi) training for persons acting on behalf suppliers; and (vii) a requirement for suppliers to submit a certification to the Board as a condition of entering into or renewing contracts. The Draft ECPA Regulation also makes it clear that Part II of the ECPA applies only to low-volume consumers.

¹ The Draft Regulations have been posted to the Regulations Registry and are available at <http://www.ontariocanada.com/registry/view.do?postingId=3682&language=en>.

The period for commenting on the Draft Regulations expires on August 15, 2010, and regulations in final form may be available in advance of the potential coming into force date of the ECPA referred to above.

A number of the provisions of the ECPA and the Draft Regulations draw on existing provisions of the *Consumer Protection Act, 2002*, of Part V.1 of the OEB Act and of Ontario Regulation 200/02 (Consumer Protection) ("O. Reg. 200/02") made under the OEB Act. However, other provisions establish new obligations for suppliers and new rights for low volume energy consumers.

Certain of the Board's existing regulatory instruments applicable to the activities of suppliers will need to be amended to bring them into alignment with the ECPA and the Draft Regulations. This is particularly the case in relation to the Retailer Code and the Marketer Code. The EBT Standards for both sectors may also be affected.

Under the OEB Act as it exists today, the Board has broad authority to impose licence conditions, make rules and issue codes that govern the conduct of suppliers. That power has not been reduced in scope by the ECPA. Rather, it is clear from section 1(5) of the ECPA that the new legislation does not abrogate or derogate from the Board's existing powers and duties in relation to energy consumers as provided under the OEB Act. Within that general context, the ECPA and the Draft Regulations then ascribe certain specific powers or assign certain specific responsibilities to the Board. Among other things, the ECPA contains an amendment to the OEB Act that broadly states that a licence issued by the Board to a supplier (among others) may contain such conditions as may be provided by an order, rule or code of the Board. For their part, the Draft Regulations also contemplate that the Board will develop new rules relating to the following, among possible others: (i) the form and content of the "disclosure statement" that must accompany new contracts and contract renewal offers; (ii) the steps to be taken to verify new contracts; (iii) the form and content of telephone renewals; (iv) details of the training that must be completed by persons acting on behalf of suppliers; and (v) the form of certification that must be filed with the Board by a supplier as a condition of entering into, renewing, amending or extending a contract once the ECPA has come into force.

On August 4, 2010, the Board issued a letter to interested parties that set out an

overview of the consultation process that the Board intends to follow to implement the consumer protection provisions of the ECPA that relate to the activities of suppliers. In that letter, the Board indicated that it believes that it is in the best interests of consumers and of the retail sector that amendments to its regulatory instruments in furtherance of the new legislative regime be in place, if not all in force, as long as possible in advance of the coming into effect of that regime. The Board also advised of its intention to initiate consultations on those amendments in advance of finalization of the Draft Regulations.

This Notice is being issued in furtherance of that commitment. Attached to this Notice are the following:

- i. Attachment A, containing a proposed restated Retailer Code;
- ii. Attachment B, containing a proposed restated Marketer Code;
- iii. Attachment C, containing the proposed disclosure statements contemplated in the restated Retailer Code and the restated Marketer Code;
- iv. Attachment D, containing the proposed scripts for contract verification calls contemplated in the restated Retailer Code and the restated Marketer Code;
- v. Attachment E, containing the proposed scripts for contract renewal/extension calls contemplated in the restated Retailer Code and the restated Marketer Code; and
- vi. Attachment F, containing a proposed amendment to the GDAR.

As indicated in the Board's August 4, 2010 letter, any required changes to the EBT Standards for gas and electricity will be addressed separately, as will any required changes to the licences of suppliers.

B. Proposed Revocation and Re-issuance of the Retailer Code and the Marketer Code

1. General Approach

The Retailer Code and the Marketer Code (the “Supplier Codes”) contain the majority of the Board’s regulatory requirements governing the conduct of suppliers in relation to consumers on matters other than settlement. As noted in the sections that follow, the Board’s view is that a number of the existing provisions of the Supplier Codes will continue to remain relevant and applicable under the ECPA and the Draft Regulations, albeit in some cases with consequential amendments. Other provisions of the Supplier Codes require more substantive revision and, in relation to some matters, new rules are proposed. In addition, as also discussed below, a small number of the existing provisions of the Supplier Codes need to remain in place for a transitional period.

The Board believes that greater clarity will be achieved by revoking and re-issuing each of the Supplier Codes rather than by amending them on a section-by-section basis, and is proposing to proceed accordingly. Parts A and B of each of the restated Supplier Codes set out the regulatory requirements that would generally apply to all marketing activities and contracts effective as of the date of coming into force of Part II of the ECPA (the “Effective ECPA Date”). Part C of each of the restated Suppliers Codes sets out existing provisions that would continue to apply to certain contracts for a transitional period after the Effective ECPA Date.

The Supplier Codes are, for all intents and purposes, identical documents. With few exceptions, the provisions of the ECPA and of the Draft Regulations apply equally to electricity retailers and to gas marketers. As such, the restated Supplier Codes will continue to differ only as and where required to accommodate the few circumstances in which the legislative regime treats the two sectors differently.

The Board’s licensing authority in relation to gas marketers extends only to their activities in relation to low-volume consumers. By contrast, the Board’s licensing authority in relation to electricity retailers extends to all consumers, although low-volume consumers currently have the benefit of specific statutory consumer

protection rules. As a result, the Retailer Code currently contains provisions applicable to all consumers (for example, the “fair marketing practices”), as well as provisions that are specific to retailing activities aimed at or involving low-volume consumers. The ECPA and the Draft ECPA Regulation maintain this distinction by prescribing specific consumer protection rules that by their terms apply only to low-volume consumers. The Board is proposing to generally also preserve the same distinction in the restated Retailer Code.

For a transitional period, certain of the existing provisions of the each of the Supplier Codes will need to remain in effect to accommodate contracts entered into before the Effective ECPA Date. These contracts remain subject to the current rules pertaining to reaffirmation. As noted above, the Board is proposing to retain those rules as Part C of each of the Supplier Codes, and to make it clear that Part C applies only to contracts that were entered into before the Effective ECPA Date.

Based on the relevant provisions of the ECPA and the Draft ECPA Regulation, existing contracts that are due to expire after the Effective ECPA Date can only be renewed or extended in accordance with the new rules set out in the ECPA and the Draft ECPA Regulation. This is the case regardless of whether a renewal offer was sent to the customer before the Effective ECPA Date, provided that the offer was still outstanding on that date.

2. *Part A: Section 1 - General Provisions*

The Board is proposing to include general provisions in Part A of each of the restated Supplier Codes to address the following:

- i. A statement of the purpose of the Supplier Code (section 1.1). This section is based on an existing provision of each of the Supplier Codes, although certain portions relating to exemptions and amendments have been moved to separate sections as noted below.
- ii. Definitions (section 1.2). Relative to the definitions section of each of the existing Supplier Codes, the definitions section of each of the restated Supplier Codes has been updated as required to accommodate the ECPA and the Draft Regulations. With the

proposed introduction of new rules relating to contract renewals and extensions into the restated Supplier Codes, the Board is also taking this opportunity to clarify that a person that renews or extends contracts on behalf of a supplier is a “salesperson” as that term is defined in the ECPA and the restated Supplier Codes.

- iii. Application (section 1.3): This is new relative to the existing Supplier Codes, and confirms that the restated Supplier Code applies to licensed gas marketers or licensed electricity retailers, as applicable.
- iv. Interpretation (section 1.4). This is new relative to the existing Supplier Codes. The text is aligned with similar provisions in other codes and rules of the Board.
- v. Contracts only with account holder (section 1.5). This is new relative to the existing Supplier Codes. It reflects the provisions of the Draft ECPA Regulation that prohibit suppliers from entering into, verifying, renewing or extending contracts with any person other than the account holder for the relevant premises or an authorized agent of that account holder.
- vi. Obligation to comply with the law (section 1.6). This section is based on an existing provision of each of the Supplier Codes, and has been updated to include a reference to the ECPA and to remove the reference to Part V.1 of the OEB Act and to O. Reg. 200/02, both of which are expected to be repealed. This section now also includes a proviso that makes it clear that compliance with a given provision of the restated Supplier Code does not obviate the need to comply with any other requirements imposed by law that deal with the same subject-matter.
- vii. Obligation to ensure persons comply (section 1.7). Section 1.7.1 is based on an existing provision of each of the Supplier Codes, but has been extended to cover persons conducting contract verification activities. The Board has always looked to the licensed supplier as the entity responsible and accountable to the Board for the acts and omissions of persons that act on the supplier’s behalf, and the Board is

proposing to include a statement to that effect in section 1.7.2 of each of the restated Supplier Codes.

- viii. Determinations by the Board and Exemptions (section 1.8): Section 1.8.1 is new relative to the existing Supplier Codes, and sets out the authority of the Board to make determinations under a restated Supplier Code with or without a hearing as contemplated in sections 44(2) and 70.1(3) of the OEB Act. Section 1.8.2 relating to exemptions has been included only in the restated Marketer Code, to reflect section 44(5) of the OEB Act. In accordance with section 70.1(1) of the OEB Act and the Board's practice, any exemptions from the Retailer Code would be addressed through an appropriate licence condition.
- ix. Breach of the Code (section 1.9): This section is based on an existing provision of each of the Supplier Codes, and confirms that a breach of the restated Supplier Code may occur in the course of retailing or marketing activities even if no contract is entered into. The Board does not believe that it is necessary to retain the provision that is currently in each of the Supplier Codes that identifies potential consequences if a supplier is in violation of the Supplier Code. This is clear from the provisions of the ECPA and the OEB Act, and need not be repeated in the Supplier Codes.
- x. Coming into force (section 1.10): Section 1.10.1 confirms that the restated Supplier Code comes into force on the Effective ECPA Date. Section 1.10.2 confirms that the restated Supplier Code replaces the existing one and that the existing Supplier Code is revoked, in both cases as of the Effective ECPA Date. Section 1.10.3 makes provision for the coming into force of future amendments to the restated Supplier Code.

3. *Part B: Section 1 - Fair Marketing Practices*

Section 10 of the ECPA contains a prohibition against engaging in unfair practices. Section 4 of the Draft ECPA Regulation sets out a list of 13 acts or omissions that constitute unfair practices, including failing to comply with the "fair

marketing practices” set out in the Supplier Codes. Many of the unfair practices are substantially the same as those set out in O. Reg. 200/02, while others are new.

Each of the Supplier Codes currently contains a list of “fair marketing practices” that establishes certain standards of conduct that suppliers must adhere to when conducting retailing or marketing activities, and that supplements the list of unfair practices that is currently set out in O. Reg. 200/02. In the Board’s view, the “fair marketing practices” currently set out in the Supplier Codes will remain relevant and appropriate under the ECPA. The Board is therefore proposing to retain them on a going-forward basis in Part B of the restated Supplier Codes, in some cases with consequential amendments. Among other things, the current requirement to display a photograph of the salesperson has been revised to reflect the fact that an identification badge displaying the salesperson’s photograph will be required (see section 4 below).

The list of unfair practices set out in the Draft ECPA Regulation is quite extensive, and the Board does not generally believe that it is necessary to repeat or expand on them in the restated Supplier Codes. However, the Board is proposing to add the following to the existing list of “fair marketing practices” in each of the restated Supplier Codes:

- i. a requirement to provide a business card (see section 4 below); and
- ii. a requirement to display an identification badge (see section 4 below) (to replace the current provision that requires that a photograph of the salesperson be displayed).

These are both reflected in the unfair practices provisions of the Draft ECPA Regulation in the context of supplier activities aimed at or involving low-volume consumers. The Board is of the view that these requirements should also be applicable in relation to electricity retailer activities aimed at higher volume consumers. The Board also notes that the applicable provisions of the Draft OEBA Regulation that mandate the use of business cards and identification badges refer to consumers generally, and not solely to low-volume consumers.

4. *Part B: Section 2 – Business Cards and Identification Badges*

Section 2 of the Draft OEBA Regulation states that it shall be a condition of every licence issued to a supplier that each person acting on behalf of the supplier shall, at the time of negotiating or entering into a contract, give the consumer a business card that meets the requirements set out in that section and such other requirements as may be determined by the Board. The Board is proposing to reiterate this requirement in each of the restated Supplier Codes (sections 2.1 and 2.2), and to make it clear that the business card must be presented to the consumer before making any representations to the consumer pertaining to the products, services or business of the supplier and before requesting any information from the consumer, including a copy of the consumer's utility bill. The Board is also proposing that the business card include, in addition to the information required by the Draft ECPA Regulation, the supplier's website address, which will enable the consumer to easily and independently obtain further information about the supplier (section 2.2(e)).

Section 3 of the Draft OEBA Regulation states that it shall be a condition of every licence issued to a supplier that each person acting on behalf of the supplier shall, at all times when negotiating or entering into a contract, prominently display an identification badge that meets the requirements set out in that section and that contains such other information as may be required by the Board. The Board is proposing to reiterate this requirement in each of the restated Supplier Codes (sections 2.3 to 2.5), and to make it clear that: (i) the identification badge must at all times be on the front of the person's outer clothing, with the photograph of the person and all mandatory information facing outward; and (ii) the person's photograph may not be more than 2 years old at any given time, in keeping with the requirement in the Draft OEBA Regulation that identification badges expire no less than every two years.

As noted above, under the restated Supplier Codes the requirement to provide a business card and to display an identification badge would apply to low-volume gas and electricity consumers, as well as to higher volume electricity consumers.

At this time, the Board is not proposing to establish supplementary requirements relating to matters such as the minimum size of the business card or identification badge or to the font style or size that must be used. The Board

reiterates, however, that one of the requirements set out in both section 2 and section 3 of the Draft OEBA Regulation and in each of the restated Supplier Codes is that the business card and identification badge be clear and legible.

At this time, the Board is also not proposing to restrict suppliers from including other information on a business card or identification badge, such as the supplier's logo. The Board emphasizes, however, that the addition of such other information cannot result in the business card or identification badge being unclear or illegible, or false or misleading in any respect, including as to the identity of the supplier.

5. *Part B: Section 3 – Contracts with Low-volume Consumers and Transfer Requests*

a. Contracts with Low-volume Consumers (sections 3.1 and 3.2)

Under section 12(1) of the ECPA, a contract with a consumer must contain, among other things, such information as may be required by a rule or code of the Board, in such languages and in such form as may be set out in the rule or code. Section 6 of the Draft ECPA Regulation states that a contract must contain the information set out in that section, and comply with such other requirements as may be determined by the Board.

Each of the Supplier Codes currently contains a provision that requires that certain information be included in contracts with low-volume consumers, which supplements the information requirements set out in O. Reg. 200/02. Each of the Supplier Codes also currently contains a provision that states that contracts with low-volume consumers cannot have a term of more than five years.

In the Board's view, these two provisions will remain relevant and appropriate under the ECPA, and the Board is therefore proposing to retain them on a going-forward basis in Part B of the restated Supplier Codes.

- b. Transfer Requests (sections 3.3 to 3.7 of the restated Marketer Code and sections 3.3 to 3.9 of the restated Retailer Code)

Each of the Supplier Codes currently contains provisions that establish conditions precedent to the submission of a request to transfer a consumer and to the provision of supply to a consumer. Specifically, a transfer request may be submitted where the supplier has the consumer's permission in writing to do so, and supply may be provided where the supplier has the permission in writing of the consumer to do so and has received notice of reaffirmation from the consumer, where reaffirmation is required.

As is the case today, under the ECPA and the Draft ECPA Regulation the contracting process differs depending on the sales approach (in person, internet contracts, mail solicitations, etc.) and, in the case of electricity consumers, on whether or not the consumer is a low-volume consumer. To a large extent, the difference arises from the fact that the requirement for verification applies in some cases but not in others. In addition, section 4 of the Draft ECPA Regulation makes it an unfair practice for a supplier to submit a transfer request to a utility if the underlying contract has not been verified (in cases where verification is required).

The Board believes that greater clarity will be achieved by including in Part B of the restated Supplier Codes provisions relating to transfer requests and supply that are more specifically tailored to each of the following circumstances than is currently the case:

- i. Transfer requests and supply for low-volume consumers where verification is required. In these cases, the Board is proposing that transfer requests can be submitted and supply may be provided once the mandatory steps up to and including verification have been completed.
- ii. Transfer requests and supply for low-volume consumers where verification is not required. In these cases, the Board is proposing that transfer requests can be submitted and supply may be provided once the consumer has acknowledged receipt of the text-based copy of the contract and the 10-day "cooling off" period has expired.

- iii. Transfer requests and supply for consumers other than low-volume consumers (for the restated Retailer Code only). In these cases, the Board is proposing that transfer requests can be submitted and supply may be provided upon receipt of written permission to do so from the consumer, as is currently the case.

Each of the Supplier Codes also currently sets out the steps that a supplier must follow if the supplier discovers that it has submitted a transfer request to a utility that is supported by a contract that is non-compliant or unsigned. The Board does not believe that this section will remain appropriate for new contracts in the context of a legislative regime that establishes new rules relating to the contracting process, new cancellation rights and new entitlements to refunds. The Board is therefore proposing to retain this provision only as a transitional provision in Part C of the restated Supplier Codes, and as an enduring provision of the restated Retailer Code in relation to contracts with higher volume consumers.

Section 26 of the Draft ECPA Regulation states that a contract is deemed void if the supplier fails to notify the appropriate utility within 10 days of receiving a notice of cancellation from a low-volume consumer. To support this provision, the Board is proposing to include in each of the restated Supplier Codes a requirement that the supplier provide such notification to the utility within the required 10-day period.

Under section 19(1) of the Draft ECPA Regulation, a low-volume consumer may, without penalty, cancel a contract with a supplier (the “new supplier”) if the consumer already has a contract with another supplier (the “current supplier”) that is still in effect. Where a new supplier submits a transfer request to the utility to switch the consumer, section 10.5.4 of the Retail Settlement Code (the “RSC”) and sections 4.3.6.5 to 4.3.6.7 of the GDAR each make provision for notice of that transfer request to be given to the current supplier and for processing of the transfer request to be suspended for a period of time (20 business days under the RSC and 30 calendar days under the GDAR).

This “contest period” is intended to provide an opportunity for the consumer to terminate the transfer. However, there is currently no affirmative obligation on

the current supplier to notify the consumer of the pending transfer request. The Board believes that, for a consumer to have the full benefit of the opportunity provided by the “contest period”, the consumer should be notified of the submission of the transfer request and of the consequences of the transfer request being processed (notably, that the consumer may be required to pay a cancellation fee to the current supplier under the existing contract). The Board is therefore proposing to include a provision to that effect in each of the restated Supplier Codes.

6. *Part B: Section 4 – Disclosure Statements, Verification and Renewals/Extensions for Low-volume Consumers*

a. Disclosure Statements (sections 4.1 to 4.5)

Under section 12(1) of the ECPA, a contract with a consumer must be accompanied by, among other things, such information or documents as may be required by a rule or code of the Board, in such languages and in such form as may be set out in the rule or code. Sections 8 and 13(3) of the Draft ECPA Regulation require that contracts and contract renewal/extension materials for low-volume consumers be accompanied by a disclosure statement in the form determined by the Board. Section 8 of the Draft ECPA Regulation also reiterates that the disclosure statement be available in such languages as are determined by the Board.

The purpose of the disclosure statement is to provide low-volume consumers with key information about contracting for electricity or natural gas, expressed in terms that are as easy as possible to understand and presented separate and apart from any promotional information.

In the Board's view, it is important that all suppliers be required to use the same disclosure statements, and that disclosure statements be available in a number of languages. The Board believes that this is best achieved by: (i) the Board assuming responsibility for the development and translation of the disclosure statements and for making data files of the disclosure statements available to suppliers; and (ii) by requiring suppliers to use the Board-mandated disclosure statements and translations without customization except where expressly

permitted. The Board is proposing to include provisions in the restated Supplier Codes accordingly.

Attachment C to this Notice sets out proposed disclosure statements to be used in the following circumstances (in each case, one for each of electricity and gas):

- i. contracting in person;
- ii. contracting in person in response to contact initiated by the consumer and where verification is not required;
- iii. contracting over the internet;
- iv. contracting by mail solicitation; and
- v. contract renewals and extensions.

The circumstance in which each disclosure statement is intended to be used is noted in the footer of the document.

The Board will make the disclosure statements available in French and in each of the other languages identified on the back of the disclosure statements.

The Board is inviting comment on the content of the proposed disclosure statements. In the coming weeks, the Board will be addressing issues of format and graphic design, and interested parties should therefore be aware that the overall appearance and form of the disclosure statements may change substantially as a result of that exercise.

b. Contract Verification (sections 4.6 to 4.8)

Under the ECPA, most contracts with low-volume consumers are void unless they are verified in accordance with the ECPA and the Draft ECPA Regulation. These provisions replace the current regime regarding contract reaffirmation.

Rules relating to the verification process are set out in Part IV (section 12) of the Draft ECPA Regulation. Among other things, the rules specify that contract

verification may only be done by telephone, and that a contract may only be verified by taking such steps as are set out in a code or rule of the Board.

The Board is proposing to include in each of the restated Supplier Codes a requirement that verification calls adhere to a script approved by the Board. The Board is inviting comment on the proposed verification call scripts (one for gas contracts and one for electricity contracts) that are set out in Attachment D to this Notice.

The Board is also proposing to include in each of the restated Supplier Codes specific provisions pertaining to issues associated with the use of the Board-approved script, including the circumstances in which a verification call must be terminated by the verification representative, a prohibition on the verification representative making statements of a promotional nature during the verification call and a requirement that the verification call have a verifiable date and time stamp.

The Board is also proposing to make it clear that, where a consumer has clearly indicated that the consumer does not wish to verify a contract, whether during the telephone verification process or by separate notice, no further verification calls may be made to the consumer in relation to that contract.

Each of the Supplier Codes currently contains a provision that requires the supplier, during the reaffirmation process, to remind the consumer of certain terms of an existing contract if the supplier is offering the consumer a new contract to replace one that has a remaining term of more than 120 days. The Board does not believe that this section will remain appropriate in the context of a legislative regime that establishes new rules relating to the contracting process, new cancellation rights and new entitlements to refunds. The Board is therefore not proposing to include a comparable provision in the restated Supplier Codes.

c. Contract Renewal/Extension (sections 4.9 to 4.11)

The ECPA and the Draft ECPA Regulation contain new rules pertaining to the renewal or extension of a contract with a low-volume consumer. As noted above, this requirement applies to any existing contracts that are due to expire after the Effective ECPA Date, even if a renewal/extension offer was sent to the consumer

before the Effective ECPA Date provided that the offer was still outstanding on that date.

Rules relating to the renewal and extension processes are set out in Part V (sections 13 to 16) of the Draft ECPA Regulation. Among other things, the rules allow for renewals/extensions to be conducted by telephone and specify that, in that case, the form and content of the renewal call must comply with a code or rule of the Board.

The Board is proposing to include in each of the restated Supplier Codes a requirement that renewal or extension calls include all of the statements and questions set out in a script approved by the Board. The Board is inviting comment on the proposed renewal/extension call scripts (one for gas contracts and one for electricity contracts) that are set out in Attachment E to this Notice.

The Board is also proposing to include in each of the restated Supplier Codes specific provisions pertaining to issues associated with the use of the Board-approved script, including the circumstances in which a renewal or extension call must be terminated by the salesperson, a prohibition on the salesperson making representations that are inconsistent with or contrary to any of the statements or questions in the Board-approved script and a requirement that the renewal or extension call have a verifiable date and time stamp.

The Board is also proposing to make it clear that, where a consumer has received a contract renewal or extension package from the supplier and has clearly indicated that the consumer does not wish to renew or extend a contract, whether during the telephone renewal/extension process or by separate notice, no further attempts at soliciting the renewal or extension (as the case may be) of that contract may be made by the supplier.

Each of the Supplier Codes currently contains a provision to address the circumstance where a consumer has, within the last year of a contract, given written notice to the supplier of the consumer's desire not to renew or extend a contract. The Board is proposing to include a provision of similar effect in each of the restated Supplier Codes, and to make it applicable where the notice not to renew or extend was given by the consumer within the last year of the contract but prior to receipt of the renewal or extension package from the supplier.

7. *Part B: Section 5 - Training*

Section 4 of the Draft OEBA Regulation states that it shall be a condition of every licence issued to a supplier that each person acting on behalf of the supplier shall, before making a representation, negotiating or entering into a contract with a consumer, successfully complete such training as may be required by a rule or code of the Board, or by the supplier's licence. Section 12(1) of the Draft ECPA Regulation contains a similar provision in relation to the training of any person that verifies contracts on behalf of a supplier.

The Board is proposing to include the following in each of the restated Supplier Codes:

- i. A requirement on the supplier to ensure that no person enters into, verifies, renews or extends a contract with a consumer on the supplier's behalf unless that person has successfully completed the applicable training described in the restated Supplier Code. Successful completion must be gauged through appropriate testing.
- ii. A list of the compulsory subject-matters to be covered by the training for different persons acting on behalf of a supplier.
- iii. A provision that states that any person conducting training or testing on behalf of a supplier may not also be under contract to the supplier for the purposes of conducting sales, marketing or verification activities. In the Board's view, it is important that third party contractors that conduct training on a supplier's behalf not have a financial interest in the outcome of the sales, marketing or verification activities for which training is being provided or testing is being conducted.
- iv. A requirement for annual refresher training.
- v. A requirement for refresher training for persons that have been inactive for a period of 60 days or more.
- vi. Record-keeping requirements associated with the above.

The Board confirms that, in the case of the restated Retailer Code, the training and testing provisions are proposed to apply to salespersons whether they are retailing to low-volume electricity consumers or to higher volume electricity consumers. However, where a salesperson is involved only in retailing to higher volume consumers, the training for that salesperson need not include matters that are specific to retailing to low-volume consumers.

Appropriate training and testing plays an important role in ensuring that the conduct of suppliers is in compliance with all applicable legal and regulatory requirements. However, the Board recognizes that each supplier will likely wish to customize its training process and materials, and believes that suppliers should have some measure of flexibility in that regard. The Board is therefore not at this time proposing to mandate specific training or testing materials or to require suppliers to submit their training and testing materials to the Board for approval. The Board emphasizes that it expects suppliers to ensure that their training materials are both accurate and adequate in terms of coverage and content. The Board also expects suppliers to ensure that testing is designed in such a manner as to provide adequate assurance of the knowledge and understanding of the person being tested. If, through complaints or the Board's compliance monitoring activities, it appears that a supplier's training or testing materials may be deficient, the Board will take such remedial action as may be warranted.

The Board believes that there is merit to the industry working together to develop a core set of training and testing materials, and encourages them to do so. The Board also encourages the industry to solicit the input of representatives of consumers as part of that process.

At this time, the Board is not proposing to mandate specific qualifications for prospective salespersons or verification representatives. The Board expects suppliers to take all reasonable steps to ensure that their hiring or contracting processes and practices are such that their salespersons and verification representatives can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.

8. *Part B: Section 6 - Certification*

Section 1 of the Draft OEBA Regulation states that it shall be a condition of every licence issued to a supplier that the supplier shall not enter into, renew, amend or extend any contract after January 1, 2011 until the supplier files with the Board such certification of compliance as may be required by a code or rule of the Board and receives from the Board a written acknowledgement of receipt. In accordance with section 26 of the Draft ECPA Regulation, any contract that is entered into, renewed or extended by a supplier that has not filed the requisite certification with the Board and received acknowledgement of it is void.

The Board is proposing to include as Appendix A to each of the restated Supplier Codes the form of the certification of compliance to be filed. The Board is also proposing to include in each of the restated Supplier Codes provisions pertaining to the completion of the certification of compliance.

To ensure that the requirement to certify does not unduly constrain market activity after January 1, 2011 for suppliers that are in compliance, the Board is proposing to accept the filing of certifications prior to that date. In such cases, provided that the certification meets all applicable requirements and is filed no later than December 15, 2010, the Board anticipates that it will be in a position to issue acknowledgements on or about the first business day in January, 2011.

The Board emphasizes that these acknowledgements simply confirm that the certification as filed is complete and meets all applicable requirements. They do not constitute confirmation by the Board that the supplier is, in fact, compliant with all applicable legal and regulatory requirements. The Board anticipates that it will be undertaking compliance monitoring activities for all active suppliers, and that those activities will commence shortly after the Effective ECPA Date. Further details regarding the Board's compliance monitoring activities will be made available in due course.

The proposed form of certification of compliance contemplates that a supplier may indicate "N/A" in relation to a given statement if the supplier will not, on the Effective ECPA Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates. This is intended to accommodate circumstances where a supplier is not currently using a particular sales approach

(such as internet contracting, for example). The Board is proposing that, where a supplier indicates “N/A” in relation to a given statement, the supplier may not thereafter conduct the activity to which the statement relates unless the supplier has filed a further certification of compliance in respect of that activity. The proposed form for this further certification is set out in Appendix B to each of the restated Supplier Codes.

The Board believes that there is merit in requiring suppliers to certify compliance with all applicable legal and regulatory requirements on an annual basis, as is currently the case for utilities in relation to compliance with the applicable Affiliate Relationships Code. The Board is therefore proposing to include a requirement for annual certification in each of the restated Supplier Codes.

9. *Part B: Section 7 – Consumer Complaints and Compliance Monitoring*

a. Consumer Complaints (sections 7.1 to 7.3)

Each of the Supplier Codes currently contains provisions relating to the handling of consumer complaints. In the Board’s view, these provisions will remain relevant and appropriate under the ECPA. The Board is therefore proposing to retain them on a going-forward basis in Part B of the restated Supplier Codes, with consequential revisions to reflect the provisions of the ECPA and the Draft ECPA Regulation.

b. Compliance Monitoring (sections 7.4 to 7.6)

It is the responsibility of each supplier to ensure that its activities are in compliance with all applicable legal and regulatory requirements. To that end, the Board expects that all suppliers have and will maintain a formal process or program that enables them to monitor their compliance and to identify any need for remedial action. The Board is proposing to codify that requirement in each of the restated Supplier Codes. The Board is also proposing to include a requirement for remedial training for salespersons and verification representatives that are the subject of a bona fide complaint alleging that the person has failed to comply with a material legal or regulatory requirement.

10. *Part B: Sections 8, 9 and 10 – Services to be Maintained by Supplier, Confidentiality of Consumer Information and Transfer and Assignment of Contracts*

Each of the Supplier Codes currently contains provisions pertaining to: (i) the services to be maintained by the supplier (mailing address and telephone contact information); (ii) confidentiality of consumer information; and (iii) the transfer or assignment of contracts. In the Board's view, these provisions will remain relevant and appropriate under the ECPA, and the Board is therefore proposing to retain them on a going-forward basis in Part B of the restated Supplier Codes.

11. *Part C: Existing Provisions Applicable After the Effective ECPA Date*

As noted above, the Board believes that certain of the existing provisions of the Supplier Codes will need to remain in effect after the Effective ECPA Date to accommodate contracts entered into before the Effective ECPA Date.

For those contracts, the Board is therefore proposing to retain, as Part C of each of the restated Supplier Codes, the existing provisions pertaining to transfer requests and any supporting definitions. The Board does not believe that it is necessary that any other provisions be included in Part C, as it is the Board's view that the provisions of Parts A and B can otherwise apply in all circumstances on and after the Effective ECPA Date.

C. Proposed Amendment to the GDAR

The ECPA and the Draft ECPA Regulation contemplate additional cancellation rights for low-volume consumers beyond the statutory cancellation rights that exist today. As noted above, under section 26 of the Draft ECPA Regulation a contract is deemed to be void if the supplier fails to notify the appropriate utility within 10 days of receiving a notice of cancellation from a low-volume consumer.

Currently, under section 4.3.7.4 of the GDAR, a gas distributor is prohibited from processing a transfer request from a gas vendor to switch the consumer to system gas unless the consumer's contract with the gas vendor: (a) has been terminated due to the consumer's default; or (b) has expired or will expire on or before the proposed transfer date. There is no comparable provision in the RSC.

In order to better align the GDAR with the ECPA and the Draft ECPA Regulation, the Board is proposing to amend section 4.3.7.4 of the GDAR to clearly permit a gas distributor to process a transfer request that is made by a gas vendor further to cancellation of a contract by the consumer. The Board sees no reason why this amendment should be limited to contracts with low-volume consumers, and is therefore proposing that it apply to all contracts.

D. Anticipated Costs and Benefits

Many of the proposed revisions to the provisions of the existing Supplier Codes that are being retained in the restated Supplier Codes are required in order to align those provisions with the new legislative framework set out in the ECPA and the Draft Regulations. Other provisions of the restated Supplier Codes contain new rules that the Board considers desirable in the context of the enhanced consumer protection environment inherent in the ECPA and the Draft Regulations.

The Board believes that the restated Supplier Codes will enhance the level of consumer protection afforded to low-volume consumers in particular. Among other things, low-volume consumers will have ready access to key information about their rights and obligations in a standardized and easy to read format. The Board's proposed approach to verification and renewal/extension calls will also ensure that low-volume consumers are being provided with objective information about their options and the consequences of choosing one over another. As a result, low-volume consumers will be in a better position to make informed choices about their energy supply.

Suppliers will need to incur costs to come into compliance with the provisions of the restated Supplier Codes. While those costs may be material, the Board notes that they are in many respects triggered largely by the ECPA and the Draft Regulations themselves, and not solely by the restated Supplier Codes. However, the Board also anticipates that the enhanced consumer protection rules pertaining to the contracting and renewal/extension processes may diminish the number of instances in which consumers have a legitimate basis for challenging the validity of a contract or a contract renewal/extension. As such, implementation of the restated Supplier Codes may result in off-setting cost

savings for suppliers in terms of on-going contract management and the handling of consumer complaints.

The proposed amendment to the GDAR is required to more clearly align the provisions of that regulatory instrument with the new legislative framework set out in the ECPA and the Draft Regulations. The Board does not believe that this proposed amendment will, in and of itself, require gas marketers or gas distributors to incur material costs.

E. Coming into Force

The Board is proposing that the proposed restated Supplier Codes and the proposed amendment to the GDAR come into force on the Effective ECPA Date.

F. Cost Awards

As indicated in the Board's letter of August 4, 2010, cost awards will be available to eligible persons under section 30 of the OEB Act in relation to this consultation. As also indicated in that letter, costs awarded will be recovered from licensed electricity retailers (50%) and licensed gas marketers (50%), and apportioned amongst them in the manner to be determined by the Board at the relevant time.

Cost awards will be available **to a maximum of 40 hours** per eligible participant in respect of the provision of written comments on the following: (i) the proposed restated Retailer Code, the proposed restated Marketer Code and the proposed amendment to the GDAR set out in Attachments A, B and F, respectively, to this Notice; and (ii) the proposed disclosure statements, verification call scripts and renewal/extension call scripts set out in Attachments C, D and E, respectively, to this Notice.

Interested parties that filed a request for cost award eligibility in response to the Board's August 4, 2010 letter need not file a further request. **Any other interested party that wishes to request an award of costs must file a request to that effect in accordance with Attachment G.** As set out in Attachment G, licensed retailers and marketers will be provided with an opportunity to file any objections they may have to any new cost eligibility

requests. In order to facilitate a timely decision on cost eligibility, the deadlines for filing cost eligibility requests and objections will be strictly enforced.

G. Invitation to Comment

All interested parties are invited to submit written comments on the proposed restated Retailer Code, the proposed restated Marketer Code and the proposed amendment to the GDAR set out in Attachments A, B and F, respectively, to this Notice, and on the proposed disclosure statements, verification call scripts and renewal/extension call scripts set out in Attachments C, D and E, respectively, to this Notice. The deadline for the submission of comments is **September 3, 2010**.

Three (3) paper copies of each filing must be provided, and should be sent to:

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

The Board requests that interested parties make every effort to provide electronic copies of their filings in searchable/unrestricted Adobe Acrobat (PDF) format, and to submit their filings through the Board's web portal at www.errr.oeb.gov.on.ca. A user ID is required to submit documents through the Board's web portal. If you do not have a user ID, please visit the "e-filings services" webpage on the Board's website at www.oeb.gov.on.ca, and fill out a user ID password request. Additionally, interested parties are requested to follow the document naming conventions and document submission standards outlined in the document entitled "RESS Document Preparation – A Quick Guide" also found on the e-filing services webpage. If the Board's web portal is not available, electronic copies of filings may be filed by e-mail at boardsec@oeb.gov.on.ca.

Those that do not have internet access should provide a CD or diskette containing their filing in PDF format.

Filings to the Board must be received by the Board Secretary by **4:45 p.m.** on the required date. They must quote file number **EB-2010-0245** and include your name, address, telephone number and, where available, your e-mail address and fax number.

This Notice, including the proposed restated Retailer Code, the proposed restated Marketer Code and the proposed amendment to the GDAR set out in Attachments A, B and F, respectively, to this Notice and the proposed disclosure statements, verification call scripts and renewal/extension call scripts set out in Attachments C, D and E, respectively, to this Notice, and all written comments received by the Board in response to this Notice, will be available for public viewing on the Board's web site at **www.oeb.gov.on.ca** and at the office of the Board during normal business hours.

If you have any questions regarding this consultation, please contact Lou Mustillo at lou.mustillo@oeb.gov.on.ca or at 416-544-5185. The Board's toll free number is 1-888-632-6273.

DATED at Toronto, August 12, 2010

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary

Attachments:

Attachment A:	Proposed Restated Electricity Retailer Code of Conduct
Attachment B:	Proposed Restated Code of Conduct for Gas Marketers
Attachment C:	Proposed Disclosure Statements
Attachment D:	Proposed Verification Call Scripts
Attachment E:	Proposed Renewal/Extension Call Scripts
Attachment F:	Proposed Amendment to the Gas Distribution Access Rule
Attachment G:	Cost Awards

Attachment A

Proposed Restated Electricity Retailer Code of Conduct

[see separate document attached]



ONTARIO ENERGY BOARD

Electricity Retailer Code of Conduct

**Restated
Proposed August 12, 2010**

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PART C

1 TRANSITIONAL PROVISIONS

PART A

1 GENERAL PROVISIONS

1.1 The Purpose of this Code

The purpose of this Electricity Retailer Code of Conduct (the "Code") is to set out the minimum standards that a licensed retailer must meet when retailing electricity to consumers.

1.2 Definitions

In this Code:

“account holder” has the meaning given to it in the ECPA;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“authorized agent of the account holder” has the meaning given to it in the ECPA Regulation;

“Board” means the Ontario Energy Board;

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

“consumer information” means information relating to a specific consumer obtained by a retailer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

“contract” has the meaning given to it in section 2 of the ECPA;

“customer” means a consumer with whom a retailer has a contract for the supply of electricity;

“disclosure statement” has the meaning given to it in the ECPA Regulation;

“ECPA” means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

“ECPA Regulation” means Ontario Regulation XX/XX made under the ECPA;

“Effective ECPA Date” means the date on which Part II of the ECPA is proclaimed into force;

“low volume consumer” means a consumer who annually uses less than 150,000 kilowatt hours of electricity or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

“regulation” means a regulation made under the Act or the ECPA;

“retailing” includes door-to-door selling, internet selling, direct mail selling, and any other means by which a retailer or a salesperson or verification representative of a retailer interacts directly with a consumer;

“salesperson” has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a retailer but excludes a verification representative when acting solely in that capacity;

“text-based” has the meaning given to it in section 2 of the ECPA; and

“verification representative” means a person that conducts the verification of a contract on behalf of a retailer.

1.3 Application

This Code applies to all retailers licensed under section 57(d) of the Act.

1.4 Interpretation

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

1.5 Low volume consumer contracts only with account holder

A retailer shall not enter into, verify, renew or extend a contract with any low volume consumer for the supply of electricity to premises other than:

- (a) the account holder for the premises; or
- (b) an authorized agent for the account holder for the premises,

and references in Parts A and B of this Code to “consumer” shall be interpreted accordingly.

1.6 Obligation to comply with the law

1.6.1 A retailer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a retailer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.

1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

1.7 Obligation to ensure persons comply

1.7.1 A retailer shall ensure that its salespersons and verification representatives adhere to the same standards required of the retailer as set out in this Code.

1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a retailer shall be deemed to be the acts or omissions of the retailer.

1.8 Determinations by the Board

1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board’s discretion.

1.9 Breach of this Code

A breach of this Code may occur in the course of retailing even if no contract is entered into, amended, renewed or extended.

1.10 Coming into Force

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Electricity Retailer Code of Conduct dated December 20, 2004 as of the Effective ECPA Date, and the Electricity Retailer Code of Conduct dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

PART B

1 FAIR MARKETING PRACTICES

1.1 A retailer or salesperson of a retailer, when retailing to a consumer, shall:

- (a) immediately and truthfully give the name of the salesperson and the retailer to the consumer, and state that the retailer is not the consumer's local electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) if retailing to a consumer in person at a place other than the retailer's place of business, provide the consumer with a business card that meets the requirements of this Code;
- (c) if retailing to a consumer in person at a place other than the retailer's place of business, display an identification badge that meets the requirements of this Code;
- (d) state the price to be paid under the contract for the supply of electricity, and state the term of the contract;
- (e) not exert undue pressure on a consumer;
- (f) allow a consumer sufficient opportunity to read all documents provided;
- (g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
- (h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

2 BUSINESS CARDS AND IDENTIFICATION BADGES

Business cards

- 2.1 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a consumer in person at a place other than the retailer's place of business provides the consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the consumer about the retailer's products, services or business and before requesting any information about the consumer, including asking that the consumer locate any utility bills.
- 2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
- (a) the licence number issued to the retailer under the Act;
 - (b) the name and address of the retailer;
 - (c) the name of the salesperson acting on behalf of the retailer;
 - (d) the toll-free telephone number of the retailer; and
 - (e) the website address of the retailer.

Identification badges

- 2.3 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a consumer in person at a place other than the retailer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.
- 2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

- (a) clearly identify that the salesperson is acting on behalf of the retailer, is not a representative of the consumer's local electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
- (c) identify the retailer;
- (d) identify the salesperson acting on behalf of the retailer;
- (e) identify the title or position of the salesperson;
- (f) include an identification number for the salesperson that has been issued by the retailer for that purpose; and
- (g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the consumer.

3 CONTRACTS AND TRANSFER REQUESTS

Contracts with low volume consumers

3.1 A contract between a retailer and a low volume consumer shall clearly state:

- (a) the time period for which the contract is in effect;
- (b) the type and frequency of bills the consumer will receive; and
- (c) any terms and conditions for renewal, extension or amendment.

3.2 A retailer shall not enter into any contract with a low volume consumer that has a term of more than five years.

Transfer requests and supply (low volume consumers - where verification is required)

- 3.3 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a consumer under a contract to which verification applies unless:
- (a) the retailer has given a text-based copy of the contract to the consumer;
 - (b) the retailer has given the applicable Board-approved disclosure statement to the consumer;
 - (c) the retailer has obtained the acknowledgement of receipt of the consumer of the text-based contract; and
 - (d) the contract has been validly verified.

Transfer requests and supply (low volume consumers - where verification is not required)

- 3.4 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a consumer under a contract to which verification does not apply unless:
- (a) the retailer has given a text-based copy of the contract to the consumer;
 - (b) the retailer has given the applicable Board-approved disclosure statement to the consumer;
 - (c) the retailer has obtained the acknowledgement of receipt of the consumer of the text-based contract; and
 - (d) the consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.

Transfer requests and supply (other consumers)

- 3.5 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a consumer who is not a low volume consumer to that retailer

or supply electricity to a consumer that is not a low volume consumer unless the retailer has the permission of the consumer in writing to do so.

3.6 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer who is not a low volume consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or this Code, or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a compliant contract; and

- (a) if the consumer accepts the compliant contract, provide a copy of the compliant contract to the consumer within 14 days of acceptance by that consumer; or
- (b) if the consumer does not accept the compliant contract, immediately reverse the transfer request.

Transfer requests where contract with low volume consumer is cancelled

3.7 Where a retailer receives notice of cancellation of a contract from a low volume consumer, the retailer shall submit a request to the applicable electricity distributor for a change of electricity supply for that consumer to the electricity distributor, within 10 days of receipt of the notice of cancellation.

Transfer requests where low volume consumer enters into contract with another retailer

3.8 A retailer that is notified of a pending transfer request by an electricity distributor under section 10.5.4 of the Retail Settlement Code that pertains to a contract with a low volume customer shall, within 2 business days of the date of receipt of that notification, notify the consumer to whom the transfer request relates of the pending transfer request and of the consequences to the consumer if processing of the transfer request is completed. The notification to the consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be

payable to the retailer if the processing of the transfer request is completed. The notification to the consumer may be:

- (a) text-based; or
- (b) by telephone, provided that the retailer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Where a retailer makes a recording of a telephone call under this section, the retailer shall provide a copy of the recording to the consumer within 10 days after the consumer requests it.

- 3.9 Section 3.8 only applies where the low volume consumer's contract with the retailer will expire after the proposed transfer date.

4 DISCLOSURE STATEMENTS, VERIFICATION AND RENEWALS OR EXTENSIONS

Disclosure statements for low volume consumers

- 4.1 A retailer shall not offer a contract to a low volume consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.
- 4.2 A retailer shall not renew or extend a contract with a low volume consumer unless the retailer has given the consumer a disclosure statement in the applicable form approved by the Board.
- 4.3 If a low volume consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the retailer shall

inform the consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.

4.4 If a retailer wishes to provide a low volume consumer with a Board-approved disclosure statement in a language other than English:

- (a) if the disclosure statement is available from the Board in that language, the retailer may only provide the consumer with the disclosure statement that is available from the Board in that language; or
- (b) if the disclosure statement is not available from the Board in that language, the retailer may provide the consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.

4.5 A retailer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only in respect of the information specifically called for by the disclosure statement. Where a retailer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the retailer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

Verification of contracts with low volume consumers

4.6 A retailer shall ensure that the verification of a contract with a low volume consumer complies with section 4.7.

4.7 The verification of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:

- (a) the verification representative shall use the script approved for that purpose by the Board;
 - (b) the verification representative shall not deviate from the Board-approved script except to provide a factual answer to a question from the consumer or to provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative;
 - (c) except where expressly permitted by the terms of the Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the verification representative shall terminate the verification call if the consumer does not provide a clear affirmative response;
 - (d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the retailer;
 - (e) the verification representative shall terminate the verification call where the Board-approved script so requires; and
 - (f) the recording of the verification call has associated with it a verifiable date and time stamp.
- 4.8 Where a low volume consumer notifies a retailer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the retailer shall not thereafter contact the consumer for the purposes of obtaining verification of that contract.

Renewal or extension of contracts with low volume consumers

- 4.9 A retailer shall ensure that the renewal or extension of a contract with a low volume consumer complies with section 4.10.

- 4.10 The renewal or extension of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:
- (a) the salesperson shall ensure that the call includes all of the statements and questions set out in the script approved for that purpose by the Board;
 - (b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the Board-approved script;
 - (c) except where expressly permitted by the terms of the Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the salesperson shall terminate the renewal or extension call if the consumer does not provide a clear affirmative response;
 - (d) the salesperson shall terminate the renewal or extension call where the Board-approved script so requires; and
 - (e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.
- 4.11 Where, following receipt of the material referred to in section 13(3) of the ECPA Regulation, a low volume consumer notifies a retailer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the retailer shall not thereafter contact the consumer for the purposes of obtaining the renewal or extension of that contract.
- 4.12 If, within the last year of a contract but prior to receipt of the material referred to in section 13(3) of the ECPA Regulation, a customer that is a low volume consumer notifies a retailer that the customer does not wish to renew or extend the contract, the retailer shall not renew or extend the contract unless the retailer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 13 of the ECPA Regulation

and obtains positive acceptance of the renewed or extended contract from the customer.

5 TRAINING

5.1 A retailer shall ensure that no salesperson or verification representative that acts on its behalf retails to a consumer or negotiates, enters into, verifies, renews or extends a contract with a consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.

5.2 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process; and
- (b) adequate and accurate material covering the following areas:
 - (i) electricity market structure;
 - (ii) how to complete a contract application;
 - (iii) behaviour that constitutes an unfair practice;
 - (iv) use of business cards;
 - (v) use of identification badges;
 - (vi) disclosure statements;
 - (vii) verification;
 - (viii) consumer cancellation rights;
 - (ix) renewals and extensions;
 - (x) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;

- (xi) persons with whom a retailer may enter into, verify, renew or extend a contract; and
- (xii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

Where a salesperson acts on behalf of a retailer only in respect of retailing to consumers that are not low volume consumers, the training for that salesperson need not include matters that are specific to retailing to low volume consumers.

5.3 A retailer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

- (a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.7; and
- (b) adequate and accurate material covering the following areas:
 - (i) electricity market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) disclosure statements;
 - (iv) verification;
 - (v) consumer cancellation rights;
 - (vi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
 - (vii) persons with whom a retailer may enter into and verify a contract; and
 - (viii) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process, including the use of the Board-approved script referred to in section 4.10; and
- (b) adequate and accurate material covering the following areas:
 - (i) electricity market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
 - (iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
 - (v) disclosure statements;
 - (vi) consumer cancellation rights;
 - (vii) renewals and extensions;
 - (viii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
 - (ix) persons with whom a retailer may renew or extend a contract; and
 - (x) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

Where a salesperson acts on behalf of a retailer only in respect of the renewal or extension of contracts with consumers that are not low volume consumers, the training for that salesperson need not include matters that are specific to retailing to low volume consumers.

5.5 A retailer shall ensure that the training referred to in section 5.1 is conducted only by an employee of the retailer or by a person under contract, provided that such

person is not also under contract to the retailer for the purpose of providing salespersons or verification representatives or of otherwise carrying out retailing or verification activities. A retailer shall also ensure that training is conducted only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

- (a) a retailer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson's or verification representative's knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;
- (b) the training test questions may be fixed or taken randomly from a test question repository;
- (c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 90% pass mark on the training test;
- (d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and
- (e) the retailer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.

5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.

- 5.8 A retailer shall ensure that each salesperson and verification representative that acts on its behalf re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the retailer.
- 5.9 A retailer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the retailer for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the retailer.
- 5.10 A retailer shall maintain, for each salesperson and verification representative that acts on its behalf, complete records of the following:
- (a) the training material used (updated for each time the person undergoes training);
 - (b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
 - (c) proof of identity of the person;
 - (d) the date(s) any training of the person was conducted;
 - (e) the date(s) any testing of the person was conducted;
 - (f) the training test questions, answers and score (for each time the person undergoes testing)
 - (g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the retailer; and
 - (h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two

years from the date on which the salesperson or verification representative ceases to act on behalf of the retailer, and shall be provided to the Board on request.

6 CERTIFICATION

- 6.1 A retailer shall not enter into, renew, extend or amend a contract with a low volume consumer on and after the Effective ECPA Date unless the retailer has filed with the Board a certification of compliance in the form set out in Appendix A and received from the Board the written acknowledgement referred to in section 1 of Ontario Regulation XXX/XX.
- 6.2 Where a retailer indicates “N/A” on the certification of compliance referred to in section 6.1 in relation to a given statement, the retailer shall not conduct the activity to which that statement relates unless the retailer has filed with the Board a further certification of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.
- 6.3 A certification of compliance referred to in section 6.1 or section 6.2 shall be signed by the retailer’s Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
- 6.4 A retailer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code in relation to retailing to low volume consumers.

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

Consumer complaints

- 7.1 A retailer shall provide to its low volume consumer customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the retailer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.
- 7.2 If any low volume consumer makes a complaint to a retailer regarding retailing or verification by or on behalf of the retailer, the conduct of the retailer's salespersons or verification representatives, the contract the consumer has with the retailer, or any other matter related to the retailer, the retailer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the consumer, the retailer shall provide to the consumer the telephone number of the Board's Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the retailer from the Board and resolution of that complaint is reached, the retailer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

Compliance monitoring

- 7.4 A retailer shall maintain a compliance monitoring and quality assurance program that enables the retailer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements and to identify any need for remedial action.
- 7.5 The program referred to in section 7.4 shall:

- (a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the retailer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
- (b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the retailer; and
- (c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a retailer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement, the retailer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the retailer.

8 SERVICES TO BE MAINTAINED BY A RETAILER

8.1 A retailer shall have a current mailing address in Ontario and a current telephone number which may be reached by the general public without charge, and shall provide them to every low volume customer.

9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A retailer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

- (a) for billing or market operation purposes;
 - (b) for law enforcement purposes;
 - (c) to comply with a statute or an order of a court or tribunal;
 - (d) when past due accounts of the consumer have been passed to a debt collection agency; or
 - (e) for the purpose of complying with the Market Rules.
- 9.2 A retailer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.
- 9.3 A retailer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

- 10.1 A retailer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed retailer.
- 10.2 A retailer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.
- 10.3 Within 60 days of any sale, transfer or assignment of a contract to another retailer, the new retailer must notify the affected customers of the new retailer's address for service and toll-free telephone number.

PART C

1 TRANSITIONAL PROVISIONS

Application

- 1.1 This Part only applies to a contract with a low volume consumer that was entered into before the Effective ECPA Date.
- 1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

Definitions

- 1.3 In this Part, “notice of reaffirmation” means the written notice to the retailer that indicates an intention of the consumer to reaffirm the contract, as set out in section 4 of Ontario Regulation 200/02.

Transfer requests

- 1.4 A retailer shall not:
- (a) submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer unless the retailer has the permission of the consumer in writing to do so; or
 - (b) supply electricity to a low volume consumer unless the retailer has the permission of the consumer in writing to do so, and has received the notice of reaffirmation from the consumer, where reaffirmation is required.
- 1.5 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or the Electricity Retailer Code of Conduct as it read immediately prior to the Effective ECPA Date,

or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a contract that complies with the Act, the ECPA, the regulations, the retailer's licence and Parts A and B of this Code. If the consumer does not enter into and validly verify the compliant contract, the retailer shall immediately reverse the transfer request.

APPENDIX A

Form of Certification of Compliance under Section 6.1 of the Code

Electricity Retailer Certification of Compliance Under Section 6.1 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.1 In this Certification:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

“Effective ECPA Date” means the date on which Part II of the *Energy Consumer Protection Act, 2010* comes into force;

“low volume consumer” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certification, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 In this Certification, “N/A” in relation to a given statement means that the Retailer will not, as of the Effective ECPA Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

1.4 All statements in this Certification pertain to retailing to low volume consumers.

Part II: Certification

I, <identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>, having made all necessary enquiries, certify on behalf of the Retailer that:

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective ECPA Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certification of Compliance		
	Yes	N/A
1. Salespersons		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Retailer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

Certification of Compliance		
	Yes	N/A
4. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers is conducted		

Certification of Compliance		
	Yes	N/A
in accordance with all applicable legal and regulatory requirements, are in place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: <insert date of filing>

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certification must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

APPENDIX B

Form of Certification of Compliance under Section 6.2 of the Code

Electricity Retailer Certification of Compliance Under Section 6.2 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.2 In this Certification:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

“Effective Date” means the date of this Certification;

“low volume consumer” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certification, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 All statements in this Certification pertain to retailing to low volume consumers.

Part II: Certification

Whereas on *<insert date>* the Retailer filed with the Board a Certification of Compliance under section 6.1 of the Electricity Retailer Code of Conduct in which the Retailer indicated “no” or “N/A” in relation to one or more statements.

And whereas the Retailer now intends to conduct the activities to which those statements relate.

I, *<identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>*, having made all necessary enquiries, certify on behalf of the Retailer that:

Note: Indicate “yes” for any statement for which “no” or “N/A” was indicated in the certification filed under section 6.1 of the Electricity Retailer Code of Conduct and in relation to which the Retailer now intends to conduct the relevant activities.

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certification of Compliance		
	Yes	N/A
9. Salespersons		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Retailer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
10. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
11. Sales using the Internet		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

12. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
13. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		

14. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
15. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
16. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certification must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

Attachment B

Proposed Restated Code of Conduct for Gas Marketers

[see separate document attached]



ONTARIO ENERGY BOARD

Code of Conduct for Gas Marketers

**Restated
Proposed August 12, 2010**

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PART A

1 GENERAL PROVISIONS

1.1 The Purpose of this Code

The purpose of this Code of Conduct for Gas Marketers (the "Code") is to set out the minimum standards that a licensed gas marketer must meet when marketing gas to consumers.

1.2 Definitions

In this Code:

“account holder” has the meaning given to it in the ECPA;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“authorized agent of the account holder” has the meaning given to it in the ECPA Regulation;

“Board” means the Ontario Energy Board;

“consumer” means a person who annually uses less than 50,000 cubic metres of gas or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

“consumer information” means information relating to a specific consumer obtained by a gas marketer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

“contract” has the meaning given to it in section 2 of the ECPA;

“customer” means a consumer with whom a gas marketer has a contract for the supply of gas;

“disclosure statement” has the meaning given to it in the ECPA Regulation;

“ECPA” means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

“ECPA Regulation” means Ontario Regulation XX/XX made under the ECPA;

“Effective ECPA Date” means the date on which Part II of the ECPA is proclaimed into force;

“marketing” includes door-to-door selling, internet selling, direct mail selling, and any other means by which a gas marketer or a salesperson or verification representative of a gas marketer interacts directly with a consumer;

“regulation” means a regulation made under the Act or the ECPA;

“salesperson” has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a gas marketer but excludes a verification representative when acting solely in that capacity;

“text-based” has the meaning given to it in section 2 of the ECPA; and

“verification representative” means a person that conducts the verification of a contract on behalf of a gas marketer.

1.3 Application

This Code applies to all gas marketers licensed under section 48 of the Act.

1.4 Interpretation

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

1.5 Contracts only with account holder

A gas marketer shall not enter into, verify, renew or extend a contract with any person for the supply of gas to premises other than:

- (a) the account holder for the premises; or
- (b) an authorized agent for the account holder for the premises,

and references in Parts A and B of this Code to "consumer" shall be interpreted accordingly.

1.6 Obligation to comply with the law

- 1.6.1 A gas marketer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a gas marketer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.
- 1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

1.7 Obligation to ensure persons comply

- 1.7.1 A gas marketer shall ensure that its salespersons and verification representatives adhere to the same standards required of the gas marketer as set out in this Code.
- 1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a gas marketer shall be deemed to be the acts or omissions of the gas marketer.

1.8 Determinations by the Board and Exemptions

- 1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board's discretion.
- 1.8.2 The Board may grant an exemption to any provision of this Code. An exemption may be made in whole or in part, and may be subject to conditions or restrictions.

1.9 Breach of this Code

A breach of this Code may occur in the course of marketing even if no contract is entered into, amended, renewed or extended.

1.10 Coming into Force

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Code of Conduct for Gas Marketers dated December 20, 2004 as of the Effective ECPA Date, and the Code of Conduct for Gas Marketers dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

PART B

1 FAIR MARKETING PRACTICES

1.1 A gas marketer or salesperson of a gas marketer, when marketing to a consumer, shall:

- (a) immediately and truthfully give the name of the salesperson and the gas marketer to the consumer, and state that the gas marketer is not the consumer's local gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) if marketing to a consumer in person at a place other than the gas marketer's place of business, provide the consumer with a business card that meets the requirements of this Code;
- (c) if marketing to a consumer in person at a place other than the gas marketer's place of business, display an identification badge that meets the requirements of this Code;
- (d) state the price to be paid under the contract for the supply of gas, and state the term of the contract;
- (e) not exert undue pressure on a consumer;
- (f) allow a consumer sufficient opportunity to read all documents provided;
- (g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
- (h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

2 BUSINESS CARDS AND IDENTIFICATION BADGES

Business cards

- 2.1 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business provides the consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the consumer about the gas marketer's products, services or business and before requesting any information about the consumer, including asking that the consumer locate any utility bills.
- 2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
- (a) the licence number issued to the gas marketer under the Act;
 - (b) the name and address of the gas marketer;
 - (c) the name of the salesperson acting on behalf of the gas marketer;
 - (d) the toll-free telephone number of the gas marketer; and
 - (e) the website address of the gas marketer.

Identification badges

- 2.3 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.
- 2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

- (a) clearly identify that the salesperson is acting on behalf of the gas marketer, is not a representative of the consumer's local gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
- (c) identify the gas marketer;
- (d) identify the salesperson acting on behalf of the gas marketer;
- (e) identify the title or position of the salesperson;
- (f) include an identification number for the salesperson that has been issued by the gas marketer for that purpose; and
- (g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the consumer.

3 CONTRACTS AND TRANSFER REQUESTS

Contracts

3.1 A contract between a gas marketer and a consumer shall clearly state:

- (a) the time period for which the contract is in effect;
- (b) the type and frequency of bills the consumer will receive; and
- (c) any terms and conditions for renewal, extension or amendment.

3.2 A gas marketer shall not enter into any contract with a consumer that has a term of more than five years.

Transfer requests and supply (where verification is required)

3.3 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification applies unless:

- (a) the gas marketer has given a text-based copy of the contract to the consumer;
- (b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
- (c) the gas marketer has obtained the acknowledgement of receipt of the consumer of the text-based contract; and
- (d) the contract has been validly verified.

Transfer requests and supply (where verification is not required)

3.4 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification does not apply unless:

- (a) the gas marketer has given a text-based copy of the contract to the consumer;
- (b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
- (c) the gas marketer has obtained the acknowledgement of receipt of the consumer of the text-based contract; and
- (d) the consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.

Transfer requests where contract is cancelled

3.5 Where a gas marketer receives notice of cancellation of a contract from a consumer, the gas marketer shall submit a request to the applicable gas

distributor for a change of gas supply for that consumer to the gas distributor within 10 days of receipt of the notice of cancellation.

Transfer requests where low volume consumer enters into contract with another gas marketer

3.6 A gas marketer that is notified of a pending transfer request by a gas distributor under section 4.3.6.5 of the Gas Distribution Access Rule shall, within 2 business days of the date of receipt of that notification, notify the consumer to whom the transfer request relates of the pending transfer request and of the consequences to the consumer if processing of the transfer request is completed. The notification to the consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the gas marketer if the processing of the transfer request is completed. The notification to the consumer may be:

- (a) text-based; or
- (b) by telephone, provided that the gas marketer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Where a gas marketer makes a recording of a telephone call under this section, the gas marketer shall provide a copy of the recording to the consumer within 10 days after the consumer requests it.

3.7 Section 3.6 only applies where the consumer's contract with the gas marketer will expire after the proposed transfer date.

4 DISCLOSURE STATEMENTS, VERIFICATION AND RENEWALS OR EXTENSIONS

Disclosure statements

- 4.1 A gas marketer shall not offer a contract to a consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.
- 4.2 A gas marketer shall not renew or extend a contract with a consumer unless the gas marketer has given the consumer a disclosure statement in the applicable form approved by the Board.
- 4.3 If a consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the gas marketer shall inform the consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.
- 44. If a gas marketer wishes to provide a consumer with a Board-approved disclosure statement in a language other than English:
 - (a) if the disclosure statement is available from the Board in that language, the gas marketer may only provide the consumer with the disclosure statement that is available from the Board in that language; or
 - (b) if the disclosure statement is not available from the Board in that language, the gas marketer may provide the consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.
- 4.5 A gas marketer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only

in respect of the information specifically called for by the disclosure statement.

Where a gas marketer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the gas marketer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

Contract verification

- 4.6 A gas marketer shall ensure that the verification of a contract with a consumer complies with section 4.7.
- 4.7 The verification of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:
- (a) the verification representative shall use the script approved for that purpose by the Board;
 - (b) the verification representative shall not deviate from the Board-approved script except to provide a factual answer to a question from the consumer or to provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative;
 - (c) except where expressly permitted by the terms of the Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the verification representative shall terminate the verification call if the consumer does not provide a clear affirmative response;
 - (d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the gas marketer;
 - (e) the verification representative shall terminate the verification call where the Board-approved script so requires; and

- (f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.8 Where a consumer notifies a gas marketer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining verification of that contract.

Contract renewal or extension

4.9 A gas marketer shall ensure that the renewal or extension of a contract with a consumer complies with section 4.10.

4.10 The renewal or extension of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:

- (a) the salesperson shall ensure that the call includes all of the statements and questions set out in the script approved for that purpose by the Board;
- (b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the Board-approved script;
- (c) except where expressly permitted by the terms of the Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the salesperson shall terminate the renewal or extension call if the consumer does not provide a clear affirmative response;
- (d) the salesperson shall terminate the renewal or extension call where the Board-approved script so requires; and
- (e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.

- 4.11 Where, following receipt of the material referred to in section 13(3) of the ECPA Regulation, a consumer notifies a gas marketer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining the renewal or extension of that contract.
- 4.12 If, within the last year of a contract but prior to receipt of the material referred to in section 13(3) of the ECPA Regulation, a customer notifies a gas marketer that the customer does not wish to renew or extend the contract, the gas marketer shall not renew or extend the contract unless the gas marketer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 13 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

5 TRAINING

- 5.1 A gas marketer shall ensure that no salesperson or verification representative that acts on its behalf markets to a consumer or negotiates, enters into, verifies, renews or extends a contract with a consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.
- 5.2 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:
- (a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process; and
 - (b) adequate and accurate material covering the following areas:

- (i) gas market structure;
- (ii) how to complete a contract application;
- (iii) behaviour that constitutes an unfair practice;
- (iv) use of business cards;
- (v) use of identification badges;
- (vi) disclosure statements;
- (vii) verification;
- (viii) consumer cancellation rights;
- (ix) renewals and extensions;
- (x) how gas pricing works, including the pricing of gas supplied by gas distributors;
- (xi) persons with whom a gas marketer may enter into, verify, renew or extend a contract; and
- (xii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.3 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

- (a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.7; and
- (b) adequate and accurate material covering the following areas:
 - (i) gas market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) disclosure statements;
 - (iv) verification;
 - (v) consumer cancellation rights;

- (vi) how gas pricing works, including the pricing of gas supplied by gas distributors;
- (vii) persons with whom a gas marketer may enter into and verify a contract; and
- (viii) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process, including the use of the Board-approved script referred to in section 4.10; and
- (b) adequate and accurate material covering the following areas:
 - (i) gas market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
 - (iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
 - (v) disclosure statements;
 - (vi) consumer cancellation rights;
 - (vii) renewals and extensions;
 - (viii) how gas pricing works, including the pricing of gas supplied by gas distributors;
 - (ix) persons with whom a gas marketer may renew or extend a contract; and
 - (x) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.5 A gas marketer shall ensure that the training referred to in section 5.1 is conducted only by an employee of the gas marketer or by a person under contract, provided that such person is not also under contract to the gas marketer for the purpose of providing salespersons or verification representatives or of otherwise carrying out marketing or verification activities. A gas marketer shall also ensure that training is conducted only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

- (a) a gas marketer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson's or verification representative's knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;
- (b) the training test questions may be fixed or taken randomly from a test question repository;
- (c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 90% pass mark on the training test;
- (d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and
- (e) the gas marketer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.

5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification

representative.

- 5.8 A gas marketer shall ensure that each salesperson and verification representative that acts on its behalf re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the gas marketer.
- 5.9 A gas marketer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the gas marketer for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the gas marketer.
- 5.10 A gas marketer shall maintain, for each salesperson and verification representative that acts on its behalf, complete records of the following:
- (a) the training material used (updated for each time the person undergoes training);
 - (b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
 - (c) proof of identity of the person;
 - (d) the date(s) any training of the person was conducted;
 - (e) the date(s) any testing of the person was conducted;
 - (f) the training test questions, answers and score (for each time the person undergoes testing)
 - (g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the gas marketer; and
 - (h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the gas marketer, and shall be provided to the Board on request.

6 CERTIFICATION

- 6.1 A gas marketer shall not enter into, renew, extend or amend a contract with a consumer on and after the Effective ECPA Date unless the gas marketer has filed with the Board a certification of compliance in the form set out in Appendix A and received from the Board the written acknowledgement referred to in section 1 of Ontario Regulation XXX/XX.
- 6.2 Where a gas marketer indicates “N/A” on the certification of compliance referred to in section 6.1 in relation to a given statement, the gas marketer shall not conduct the activity to which that statement relates unless the gas marketer has filed with the Board a further certification of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.
- 6.3 A certification of compliance referred to in section 6.1 or section 6.2 shall be signed by the gas marketer’s Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
- 6.4 A gas marketer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code.

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

Consumer complaints

- 7.1 A gas marketer shall provide to its customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the gas marketer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.
- 7.2 If any consumer makes a complaint to a gas marketer regarding marketing or verification by or on behalf of the gas marketer, the conduct of the gas marketer's salespersons or verification representatives, the contract the consumer has with the gas marketer, or any other matter related to the gas marketer, the gas marketer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the consumer, the gas marketer shall provide to the consumer the telephone number of the Board's Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the gas marketer from the Board and resolution of that complaint is reached, the gas marketer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

Compliance monitoring

- 7.4 A gas marketer shall maintain a compliance monitoring and quality assurance program that enables the gas marketer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements and to identify any need for remedial action.
- 7.5 The program referred to in section 7.4 shall:

- (a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the gas marketer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
- (b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the gas marketer; and
- (c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a gas marketer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement, the gas marketer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the gas marketer.

8 SERVICES TO BE MAINTAINED BY A GAS MARKETER

8.1 A gas marketer shall have a current mailing address in Ontario and a current telephone number which may be reached by the general public without charge, and shall provide them to every customer.

9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A gas marketer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

- (a) for billing or market operation purposes;
 - (b) for law enforcement purposes;
 - (c) to comply with a statute or an order of a court or tribunal;
 - (d) when past due accounts of the consumer have been passed to a debt collection agency; or
 - (e) for the purpose of complying with the Market Rules.
- 9.2 A gas marketer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.
- 9.3 A gas marketer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

- 10.1 A gas marketer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed gas marketer.
- 10.2 A gas marketer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.
- 10.3 Within 60 days of any sale, transfer or assignment of a contract to another gas marketer, the new gas marketer must notify the affected customers of the new gas marketer's address for service and toll-free telephone number.

PART C

1 TRANSITIONAL PROVISIONS

Application

- 1.1 This Part only applies to a contract that was entered into before the Effective ECPA Date.
- 1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

Definitions

- 1.3 In this Part, “notice of reaffirmation” means the written notice to the gas marketer that indicates an intention of the consumer to reaffirm the contract, as set out in section 4 of Ontario Regulation 200/02.

Transfer requests

- 1.4 A gas marketer shall not:
- (a) submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer unless the gas marketer has the permission of the consumer in writing to do so; or
 - (b) supply gas to a consumer unless the gas marketer has the permission of the consumer in writing to do so, and has received the notice of reaffirmation from the consumer, where reaffirmation is required.
- 1.5 If a gas marketer discovers that a transfer request that it has submitted to a gas distributor for a consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the gas marketer's licence or the Code of Conduct for Gas Marketers as it read immediately prior to the Effective

ECPA Date, or does not contain the signature of the consumer, the gas marketer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a contract that complies with the Act, the ECPA, the regulations, the gas marketer's licence and Parts A and B of this Code. If the consumer does not enter into and validly verify the compliant contract, the gas marketer shall immediately reverse the transfer request.

APPENDIX A

Form of Certification of Compliance under Section 6.1 of the Code

Gas Marketer Certification of Compliance Under Section 6.1 of the Code of Conduct for Gas Marketers

Part I: Definitions and Interpretation

1.1 In this Certification:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

“Effective ECPA Date” means the date on which Part II of the *Energy Consumer Protection Act, 2010* comes into force;

“Gas Marketer” means the licensed gas marketer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers.

1.2 Unless otherwise defined in this Certification, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 In this Certification, “N/A” in relation to a given statement means that the Gas Marketer will not, as of the Effective ECPA Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

Part II: Certification

I, <identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

Confirmation of Marketing Activities		
The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective ECPA Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certification of Compliance		
	Yes	N/A
1. Salespersons		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Gas Marketer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

Certification of Compliance		
	Yes	N/A
4. Verification		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in		

Certification of Compliance		
	Yes	N/A
place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certification must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

APPENDIX B

Form of Certification of Compliance under Section 6.2 of the Code

Gas Marketer Certification of Compliance Under Section 6.2 of the Code of Conduct for Gas Marketers

Part I: Definitions and Interpretation

1.2 In this Certification:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

“Effective Date” means the date of this Certification;

“Gas Marketer” means the licensed gas marketer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers.

1.2 Unless otherwise defined in this Certification, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

Part II: Certification

Whereas on <insert date> the Gas Marketer filed with the Board a Certification of Compliance under section 6.1 of the Code of Conduct for Gas Marketers in which the Gas Marketer indicated “no” or “N/A” in relation to one or more statements.

And whereas the Gas Marketer now intends to conduct the activities to which those statements relate.

I, <identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

Note: Indicate “yes” for any statement for which “no” or “N/A” was indicated in the certification filed under section 6.1 of the Code of Conduct for Gas Marketers and in relation to which the Gas Marketer now intends to conduct the relevant activities.

Confirmation of Marketing Activities		
The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certification of Compliance		
	Yes	N/A
9. Salespersons		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Gas Marketer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
10. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
11. Sales using the Internet		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

Certification of Compliance		
	Yes	N/A
12. Verification		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
13. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
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(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in		

Certification of Compliance		
	Yes	N/A
place		
14. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
15. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
16. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certification must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

Attachment C

Proposed Disclosure Statements

[see separate documents attached]

Retailer Name _____	Salesperson Name _____
OEB Licence # _____	Salesperson ID# _____
Contract # (if applicable) _____	

**Important Information About Electricity Contracts
(as of January 1, 2011)**

- You are being offered a **contract for electricity supply** by *[name of retailer]* (the “Retailer”) for *[insert number]* years. The contract price is *[insert details of price]*.
- The Retailer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to sign** a contract for electricity supply. Your electricity will continue to be provided as it is now, without interruption.
- The contract is **only for the cost of electricity shown on the *Electricity* line** of your utility bill. You will still see other charges on your bill such as charges for delivery, regulatory charges and the debt retirement charge. You must pay these other charges whether or not you sign a contract.
- You will also see a separate line on your utility bill called the **Provincial Benefit**. This is already included in the price the utility charges for the supply of electricity on the ***Electricity*** line of your bill. It is not included in the contract price and **must be paid in addition to the contract price**.
- The Provincial Benefit varies from month to month. The average Provincial Benefit in 2009 was a charge of 2.9 ¢ per kilowatt hour.
- The **Ontario Energy Board** regulates the electricity supply price charged by your utility but **does not regulate the price charged by the Retailer**.
- **More information on electricity prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its consumer relations center.
- There is **no guarantee of energy cost savings** if you sign the contract.
- You will **enter into a contract** if you sign the contract in the places required.
- If you sign a contract and change your mind, you can **cancel it within 10 days of signing**. You will not have to pay a cancellation fee and your supply of electricity will not be interrupted.
- A representative of **the Retailer will call you within 10 to 30 days** after you have signed to verify that you want to continue with the contract. **You do not have to verify the contract**. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your supply of electricity will not be interrupted.
- You may also **cancel the contract within 30 days of receiving your first bill** under the contract at the full contract price. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply without an interruption in supply.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you sign it.
- **Keep a copy** of this disclosure statement, the contract and all correspondence with the Retailer for your records.

This disclosure statement was produced by the Ontario Energy Board. **If you have questions or would like more information about electricity contracts and electricity pricing**, please visit the Ontario Energy Board website at www.oeb.gov.on.ca or contact the OEB’s Consumer Relations Centre. Contact information is provided on the other side.

Copies of this disclosure statement are also available on the Ontario Energy Board's website in a large-print version and in the following languages:

To be translated into each language...

	This document provides important information about electricity contracts. For a translation of this disclosure statement and other consumer information in Arabic , please visit the Ontario Energy Board's website or call the OEB. OEB contact information is provided below.
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Ontario Energy Board
1-877-632-2727 (toll-free within Ontario)
416-314-2455 (within the GTA or from outside Ontario)

consumerrelations@oeb.gov.on.ca

Ce document et aussi disponible en français

Retailer Name _____	Salesperson Name _____
OEB Licence # _____	Salesperson ID# _____
Contract # (if applicable) _____	

**Important Information About Electricity Contracts
(as of January 1, 2011)**

- You are being offered a **contract for electricity supply** by *[name of retailer]* (the “Retailer”) for *[insert number]* years. The contract price is *[insert details of price]*.
- The Retailer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to enter into** a contract for electricity supply. Your electricity will continue to be provided as it is now, without interruption.
- The contract is **only for the cost of electricity shown on the Electricity line** of your utility bill. You will still see other charges on your bill such as charges for delivery, regulatory charges and the debt retirement charge. You must pay these other charges whether or not you enter into a contract.
- You will also see a separate line on your utility bill called the **Provincial Benefit**. This is already included in the price the utility charges for the supply of electricity on the **Electricity** line of your bill. It is not included in the contract price and **must be paid in addition to the contract price**.
- The Provincial Benefit varies from month to month. The average Provincial Benefit in 2009 was a charge of 2.9 ¢ per kilowatt hour.
- The **Ontario Energy Board** regulates the electricity supply price charged by your utility but **does not regulate the price charged by the Retailer**.
- **More information on electricity prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its Consumer Relations Centre.
- There is **no guarantee of energy cost savings** if you enter into a contract.
- You will **enter into a contract if you sign the contract** in the places required and **send a signed copy** of the contract back to the Retailer.
- If you sign a contract and change your mind, you can **cancel it within 10 days of the day you sent the signed copy** of the contract back to the Retailer. You will not have to pay a cancellation fee and your supply of electricity will not be interrupted.
- You may also **cancel the contract within 30 days of receiving your first bill** under the contract at the full contract price. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply without an interruption of supply.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you enter into it.
- **Keep a copy** of this disclosure statement, the contract and all correspondence with the Retailer for your records.

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OEB Licence # _____	Salesperson ID# _____
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(as of January 1, 2011)**

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- The Retailer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to enter into** a contract for electricity supply. Your electricity will continue to be provided as it is now, without interruption.
- The contract is **only for the cost of electricity shown on the *Electricity* line** of your utility bill. You will still see other charges on your bill such as charges for delivery, regulatory charges and the debt retirement charge. You must pay these other charges whether or not you enter into a contract.
- You will also see a separate line on your utility bill called the **Provincial Benefit**. This is already included in the price the utility charges for the supply of electricity on the ***Electricity*** line of your bill. It is not included in the contract price and **must be paid in addition to the contract price**.
- The Provincial Benefit varies from month to month. The average Provincial Benefit in 2009 was a charge of 2.9 ¢ per kilowatt hour.
- The **Ontario Energy Board** regulates the electricity supply price charged by your utility but **does not regulate the price charged by the Retailer**.
- **More information on electricity prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its Consumer Relations Centre.
- There is **no guarantee of energy cost savings** if you enter into a contract.
- You will **enter into a contract if you sign the contract** in the places required.
- If you sign a contract and change your mind, you can **cancel it within 10 days of signing**. You will not have to pay a cancellation fee and your supply of electricity will not be interrupted.
- You may also **cancel the contract within 30 days of receiving your first bill** under the contract at the full contract price. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply without an interruption of supply.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you enter into it.
- **Keep a copy** of this disclosure statement, the contract and all correspondence with the Retailer for your records.

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(as of January 1, 2011)**

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- **You do not have to enter into** a contract for electricity supply. Your electricity will continue to be provided as it is now, without interruption.
- The contract is **only for the cost of electricity shown on the *Electricity* line** of your utility bill. You will still see other charges on your bill such as charges for delivery, regulatory charges and the debt retirement charge. You must pay these other charges whether or not you enter into a contract.
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- **More information on electricity prices and other related charges** is available on the Ontario Energy Board's web site <here> or by contacting its Consumer Relations Centre.
- There is **no guarantee of energy cost savings** if you enter into a contract.
- You will **enter into a contract** if you complete the internet sign-up process by **checking the box** that says you accept the terms and conditions of the contract offer and then **typing in your e-mail address**.
- If you enter into a contract and change your mind, you can **cancel it within 10 days of** the day that you receive a copy of the contract from the Retailer by e-mail. You will not have to pay a cancellation fee and your supply of electricity will not be interrupted.
- You may also **cancel the contract within 30 days of receiving your first bill** under the contract at the full contract price. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you sign it.
- **Print and keep a copy** of this disclosure statement, the contract and all correspondence with the Retailer for your records.

This disclosure statement was produced by the Ontario Energy Board. **If you have questions or would like more information about electricity contracts and electricity pricing**, please visit the Ontario Energy Board website here.or contact the OEB’s Consumer Relations Centre at 1-877-632-2727.

Copies of this disclosure statement are also available on the Ontario Energy Board's website in a large-print version and in alternate languages.

Ce document est aussi disponible en français ([cliquez ici](#))

Retailer Name _____	Salesperson Name _____
OEB Licence # _____	Salesperson ID# _____
Contract # (if applicable) _____	

**Important Information About Renewing or Extending Your Electricity Contract
(as of January 1, 2011)**

- *[Name of retailer]* (the “Retailer”) is offering to renew or extend your **contract for electricity supply** for *[insert number]* years at *[insert details of price]*.
- The Retailer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to renew or extend** your contract for electricity supply. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply without an interruption in supply.
- The renewal or extension is **only for the cost of electricity shown on the *Electricity* line** of your utility bill. You will still see other charges on your bill such as charges for delivery, regulatory charges and the debt retirement charge. You must pay these other charges whether or not you renew or extend your contract.
- You will also continue to see a separate line on your utility bill called the **Provincial Benefit**. This is already included in the price the utility charges for the supply of electricity on the ***Electricity*** line of your bill. It is not included in the contract price and **must be paid in addition to the contract price**.
- The Provincial Benefit varies from month to month. The average Provincial Benefit in 2009 was a charge of 2.9 ¢ per kilowatt hour.
- The **Ontario Energy Board** regulates the electricity supply price charged by your utility but **does not regulate the price charged by the Retailer**
- **More information on electricity prices and other related charges** is available on the Ontario Energy Board's web site or by contacting its Consumer Relations Center.
- There is **no guarantee of energy cost savings** if you renew or extend the contract.
- The Retailer **may change your contract** when it is being renewed or extended, **including the price of your electricity supply**. These changes must be described in the renewal or extension package that you received from the Retailer.
- **You can renew or extend your contract** by telephone or by sending a signed copy of the renewal or extension form back to the Retailer
- If you agreed to renew or extend your contract and change your mind, you can cancel **the renewal or extension**. You will not have to pay a cancellation fee and you will be transferred back to your local utility for your electricity supply without an interruption in supply.
 - o If you renewed or extended by telephone, **you can cancel within 14 days of the renewal or extension call**.
 - o If you renewed or extended by sending a signed contract back to the Retailer, **you can cancel within 14 days of the date you sent back the form**.
- If you cancel your renewed or extended contract after the 14 days, you **may have to pay a cancellation fee**.
- Carefully read the contract renewal or extension form that you received from the Retailer and **make sure you understand** it before you sign it.
- **Keep a copy** of this disclosure statement, the renewal or extension form and all correspondence with the Retailer for your records.

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Marketer Name _____	Salesperson Name _____
OEB Licence # _____	Salesperson ID# _____
Contract # (if applicable) _____	

**Important Information About Natural Gas Contracts
(as of January 1, 2011)**

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- The Marketer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to sign a contract** for natural gas supply. Your natural gas will continue to be provided as it is now, without interruption.
- The contract **is for the cost of gas supply itself**. You will still see other charges on your bill, such as delivery and customer charges. You must pay these other charges whether or not you sign a contract.
- Whether or not you sign a contract, you **must also pay transportation charges** to cover the cost to bring your gas supply to Ontario and to store it. The amount of the charges may be different if the contract you are being offered includes transportation or storage charges. Ask the Marketer whether the contract includes transportation or storage charges or whether you will continue to pay these charges to your utility.
- The **Ontario Energy Board** regulates the natural gas supply price charged by your utility but **does not regulate the price charged by the Marketer**.
- More **information on natural gas prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its consumer relations center.
- There is **no guarantee of energy cost savings** if you sign the contract.
- You will **enter into a contract if you sign the contract** in the places required.
- If you sign a contract and change your mind, you can **cancel it within 10 days of signing**. You will not have to pay a cancellation fee and your supply of natural gas will not be interrupted.
- A representative of the Marketer **will call you within 10 to 30 days** after you have signed to verify that you want to continue with the contract. **You do not have to verify the contract**. If you do not verify the contract, it will become invalid. You will not have to pay a cancellation fee and your supply of natural gas will not be interrupted.
- The law gives you certain other rights to cancel this contract. However, if you cancel the contract after you have verified it, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you sign it.
- **Keep a copy** of this disclosure statement, the contract and all correspondence with the Marketer for your records.

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- The contract **is for the cost of gas supply itself**. You will still see other charges on your bill, such as delivery and customer charges. You must pay these other charges whether or not you enter into a contract.
- Whether or not you enter into a contract, you **must also pay transportation charges** to cover the cost to bring your gas supply to Ontario and to store it. The amount of the charges may be different if the contract you are being offered includes transportation or storage charges. Ask the Marketer whether the contract includes transportation or storage charges or whether you will continue to pay these charges to your utility.
- The **Ontario Energy Board** regulates the natural gas supply price charged by your utility but **does not regulate the price charged by the Marketer**.
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- You will **enter into a contract if you sign the contract** in the places required and **send a signed copy** of the contract back to the Marketer.
- If you sign a contract and change your mind, you can **cancel it within 10 days of the day you sent the signed copy** of the contract back to the Marketer. You will not have to pay a cancellation fee and your supply of natural gas will not be interrupted.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
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- The contract **is for the cost of gas supply itself**. You will still see other charges on your bill, such as delivery and customer charges. You must pay these other charges whether or not you enter into a contract.
- Whether or not you enter into a contract, you **must also pay transportation charges** to cover the cost to bring your gas supply to Ontario and to store it. The amount of the charges may be different if the contract you are being offered includes transportation or storage charges. Ask the Marketer whether the contract includes transportation or storage charges or whether you will continue to pay these charges to your utility.
- The **Ontario Energy Board** regulates the natural gas supply price charged by your utility but **does not regulate the price charged by the Marketer**.
- **More information on natural gas prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its Consumer Relations Centre.
- There is **no guarantee of energy cost savings** if you enter into the contract.
- You will **enter into a contract if you sign the contract** in the places required.
- If you sign a contract and change your mind, you can **cancel it within 10 days of signing**. You will not have to pay a cancellation fee and your supply of natural gas will not be interrupted.
- The law gives you certain other rights to cancel this contract. However, you **may have to pay a cancellation fee**.
- Carefully read the contract and **make sure you understand** it before you sign it.
- **Keep a copy** of this disclosure statement, the contract and all correspondence with the Marketer for your records.

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**Important Information About Renewing or Extending Your Natural Gas Contract
(as of January 1, 2011)**

- *[Name of marketer]* (the “Marketer”) is offering to **renew or extend your contract for natural gas supply** for *[insert number]* years at *[insert details of price]*.
- The Marketer is a private company. **It does not represent your local utility**, and it is not associated with the Ontario Energy Board or the Government of Ontario.
- **You do not have to renew or extend your contract.**
 - o If **you tell the Marketer** that you do not want to renew or extend your contract, you will not have to pay a cancellation fee, and you will be transferred back to your local utility for your natural gas supply without an interruption in supply.
 - o If you do not tell the Marketer that you do not want to renew or extend your contract, **your contract may be automatically renewed or extended** on a month-by-month basis. Ask the Marketer for details.
- The renewal or extension **is for the cost of gas supply itself**. You will still see other charges on your bill, such as delivery and customer charges. You must pay these other charges whether or not you renew or extend your contract.
- Whether or not you renew or extend your contract, you **must also pay transportation charges** to cover the cost to bring your gas supply to Ontario and to store it. The amount of the charges may be different if the contract you are being offered includes transportation or storage charges. Ask the Marketer whether the renewed or extended contract includes transportation or storage charges or whether you will pay these charges to your utility.
- The **Ontario Energy Board** regulates the natural gas supply price charged by your utility but does **not regulate the price charged by the Marketer**.
- **More information on natural gas prices and other related charges** is available on the Ontario Energy Board’s web site or by contacting its Consumer Relations Center.
- There is **no guarantee of energy cost savings** if you renew or extend your contract.
- The Marketer **may change your contract** when it is being renewed or extended, **including the price of your gas supply**. These changes must be described in the renewal or extension package that you received from the Marketer.
- **You can renew or extend your contract** by telephone or by sending a signed copy of the renewal or extension form back to the Marketer.

If you agreed to renew or extend your contract and change your mind, you can cancel the renewal or extension. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your natural gas supply.

- o If you renewed or extended the contract by telephone, **you can cancel within 14 days of the renewal or extension call**.
- o If you renewed or extended the contract by sending a signed copy of the renewal or extension form back to the Marketer, **you can cancel within 14 days of sending back the form**.
- If you cancel your renewed or extended contract after the 14 days, you **may have to pay a cancellation fee**.
- Carefully read the contract renewal or extension form that you received from the Marketer and **make sure you understand** it before you sign it.
- **Keep a copy** of this disclosure statement, the renewal or extension form and all correspondence with the Marketer for your records.

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Attachment D

Proposed Verification Call Scripts

[see separate documents attached]

Proposed Verification Call Script – Electricity

Outbound Introduction

1. “Good morning / afternoon / evening, my name is [verification representative’s name] and I am calling on behalf of [retailer name]”.
2. “Please can I speak with the electricity account holder”? Y/N

If no - “Please can I speak with / are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the electricity supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. “Thank you for calling [retailer name], my name is [verification representative’s name]”.
2. “Please can I confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the electricity supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the verification representative may indicate to the consumer that he/she does not appear to have the authority to verify the contract, but otherwise the call must be terminated.

All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “is there someone there who can assist you with speaking English”? Y/N

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English.

4. "This call is being recorded for regulatory and quality control purposes. Do you consent to a recording being made"? Y/N

If no, the call must be terminated.

5. "You are entitled to request a copy of this call recording today or on a later date. I will provide you with the contact details that you may use for that purpose at the end of this call. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the verification representative must inform the retailer of the request.

6. "Today's date is [date]".
7. "The purpose of this call is to verify that you want to continue with a legally binding contract with [retailer name] for the provision of your electricity and to confirm certain key terms of the contract you recently signed on [date]".
8. "We are legally allowed to contact you to verify the contract between 10 and 30 days after you acknowledged receipt of a written copy of the contract by signing it".
9. "You are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any fees or penalties and that the supply of your electricity will not be interrupted"? Y/N
10. "Please can you confirm the date on which you received and signed a written copy of the contract"? Y/N

If based on the date of receipt and acknowledgement of the contract, verification is occurring outside of the 10-30 day window, the call must be terminated.

11. "[Retailer name] was legally required to provide you with a disclosure statement that contains important information about electricity contracts. Did you receive a copy of the disclosure statement"? Y/N

If no, the call must be terminated.

12. "Did you read and understand the content of this disclosure statement"? Y/N

If no, the call must be terminated.

13. “Do you understand that if you verify this contract, [retailer name] will become your electricity supplier”? Y/N

14. “Do you understand that [retailer name] is not your local utility, and is not associated with the Ontario Energy Board or the Government of Ontario”? Y/N

If no, the verification representative must explain the independence of the retailer.

15. “The contract that you signed on [date] is for a term of [x] years at a price of [price details]”.

16. “Please be aware that, if you verify this contract today and cancel it other than in the 30 days after you receive your first bill under the contract at the full contract price, you may have to pay a cancellation fee”.

17. “You should also be aware that energy cost savings under this contract are not guaranteed”.

18. “Do you agree to verify this contract and proceed with the purchase of electricity under the contract for a term of [x] years at a price of [price details]”? Y/N

If the consumer states that they do not wish to verify their electricity contract today as they need more time to make a decision as to whether or not to proceed with the contract, the call must be terminated.

If the consumer states that they do not wish to verify their electricity contract, the call must be terminated and the verification representative must inform the retailer of the customer’s choice not to verify the contract.

- 18A. “If you change your mind within 30 days after you receive your first bill under the contract at the full contract price, you may notify [retailer name] that you want to cancel the contract. You will not have to pay a cancellation fee, and you will be transferred back to your local utility for your electricity supply”.

19. “I now need to confirm that I have the correct spelling of your name [customer name]”? Y/N

If no, ensure the correct spelling is recorded.

20. "I now need to confirm that I have the correct spelling of your address [customer address]"? Y/N

If no, ensure the correct spelling is recorded.

21. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]".

22. "You can also obtain further information about contracts, prices and your legal rights and obligations from the Ontario Energy Board by visiting their website or calling their toll-free number. Would you like these contact details"? Y/N

If yes, provide the Board's contact details.

Proposed Verification Call Script – Natural Gas

Outbound Introduction

1. “Good morning / afternoon / evening, my name is [verification representative’s name] and I am calling on behalf of [gas marketer name]”.
2. “Please can I speak with the natural gas account holder”? Y/N

If no - “Please can I speak with / are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. “Thank you for calling [gas marketer name], my name is [verification representative’s name]”.
2. “Please can I confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the verification representative may indicate to the consumer that he/she does not appear to have the authority to verify the contract, but otherwise the call must be terminated.

All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “is there someone there who can assist you with speaking English”? Y/N

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English.

4. "This call is being recorded for regulatory and quality control purposes. Do you consent to a recording being made"? Y/N

If no, the call must be terminated.

5. "You are entitled to request a copy of this call recording today or on a later date. I will provide you with the contact details that you may use for that purpose at the end of this call. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the verification representative must inform the gas marketer of the request.

6. "Today's date is [date]".
7. "The purpose of this call is to verify that you want to continue with a legally binding contract with [gas marketer name] for the provision of your natural gas and to confirm certain key terms of the contract you recently signed on [date]".
8. "We are legally allowed to contact you to verify the contract between 10 and 30 days after you acknowledged receipt of a written copy of the contract by signing it".
9. "You are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any fees or penalties and that the supply of your natural gas will not be interrupted"? Y/N
10. "Please can you confirm the date on which you received and signed a written copy of the contract"? Y/N

If based on the date of receipt and acknowledgement of the contract, verification is occurring outside of the 10-30 day window, the call must be terminated.

11. "[Gas marketer name] was legally required to provide you with a disclosure statement that contains important information about natural gas contracts. Did you receive a copy of the disclosure statement"? Y/N

If no, the call must be terminated.

12. "Did you read and understand the content of this disclosure statement"? Y/N

If no, the call must be terminated.

13. "Do you understand that if you verify this contract, [gas marketer name] will become your natural gas supplier"? Y/N

14. "Do you understand that [gas marketer name] is not your local utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the verification representative must explain the independence of the gas marketer.

15. "The contract that you signed on [date] is for a term of [x] years at a price of [price details]".

16. "Please be aware that if you cancel this contract after you have verified the contract today, you may have to pay a cancellation fee".

17. "You should also be aware that energy cost savings under this contract are not guaranteed".

18. "Do you agree to verify this contract and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details]"? Y/N

If the consumer states that they do not wish to verify their natural gas contract today as they need more time to make a decision as to whether or not to proceed with the contract, the call must be terminated.

If the consumer states that they do not wish to verify their natural gas contract, the call must be terminated and the verification representative must inform the gas marketer of the customer's choice not to verify the contract.

19. "I now need to confirm that I have the correct spelling of your name [customer name]"? Y/N

If no, ensure the correct spelling is recorded.

20. "I now need to confirm that I have the correct spelling of your address [customer address]"? Y/N

If no, ensure the correct spelling is recorded.

21. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information

provided on your contract. Alternatively you can call us at our toll free number which is [number]”.

22. “You can also obtain further information about contracts, prices and your legal rights and obligations from the Ontario Energy Board by visiting their website or calling their toll-free number. Would you like these contact details”? Y/N

If yes, provide the Board’s contact details.

Attachment E

Proposed Renewal/Extension Call Scripts

[see separate documents attached]

Proposed Contract Renewal / Extension Call Script – Electricity

Outbound Introduction

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [retailer name]”.
2. “Please can I speak with the electricity account holder”? Y/N

If no - “Please can I speak with / are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the electricity supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. “Thank you for calling [retailer name], my name is [salesperson’s name]”.
2. “Please can I confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the electricity supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the salesperson may indicate to the consumer that he/she does not appear to have the authority to renew/extend the contract, but otherwise the call must be terminated.

All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “is there someone there who can assist you with speaking English”? Y/N

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English.

4. "This call is being recorded for regulatory and quality control purposes. Do you consent to a recording being made"? Y/N

If no, the call must be terminated.

5. "You are entitled to request a copy of this call recording today or on a later date. I will provide you with the contact details that you may use for that purpose at the end of this call. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the retailer of the request.

6. "Today's date is [date]".
7. "The purpose of this call is to see if you want to [renew / extend] your contract with [retailer name] for the provision of your electricity supply and to confirm certain key terms and conditions of the [renewal / extension] offer you recently received from [retailer name]".
8. "[Retailer name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a copy of your existing contract, a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options, a disclosure statement and a copy of the new terms and conditions that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [retailer name]"? Y/N

If no, the salesperson may confirm the consumer's name and address details, but otherwise the call must be terminated. No further renewal/extension call may be made until a compliant renewal/extension package has been issued to the consumer and the required 15-day period has elapsed.

9. "Did you read and understand the content of the disclosure statement provided with the [renewal / extension] offer"? Y/N

If no, the call must be terminated.

10. "Do you understand that if you choose to [renew / extend] your contract, [retailer name] will continue to be your electricity supplier? Y/N

11. “Do you understand that [retailer name] is not your local utility, and is not associated with the Ontario Energy Board or the Government of Ontario”? Y/N

If no, the salesperson must explain the independence of the retailer.

12. “The [renewal / extension] of this contract is for a term of [x] years at a price of [price details]”.

13. “Please be aware that you if you cancel this contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee”.

14. “You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed”.

15. “Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [retailer name] provided to you for a term of [x] years at a price of [price details]”? Y/N

If the customer states that they do not wish to renew/extend their electricity contract today as they need more time to make a decision as to whether or not to proceed with the renewal/extension, the call must be terminated.

If the customer states that they do not wish to renew/extend their electricity contract, the call must be terminated and the salesperson must inform the retailer of the customer’s choice not to renew/extend the contract.

16. “I now need to confirm that I have the correct spelling of your name [customer name]”? Y/N

If no, ensure the correct spelling is recorded.

17. “I now need to confirm that I have the correct spelling of your address [customer address]”? Y/N

If no, ensure the correct spelling is recorded.

18. “If you change your mind, you have 14 days from today to notify [retailer name] that you no longer wish to have your electricity contract [renewed / extended]. You will then become a customer of your local utility when your current contract expires and the supply of your electricity will not be interrupted”.

19. “Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information

provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]”.

20. “You can also obtain further information about contracts, prices and your legal rights and obligations from the Ontario Energy Board by visiting their website or calling their toll-free number. Would you like these contact details”? Y/N

If yes, provide the Board’s contact details.

Proposed Contract Renewal / Extension Call Script – Natural Gas

Outbound Introduction

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [gas marketer name]”.
2. “Please can I speak with the natural gas account holder”? Y/N

If no - “Please can I speak with / are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. “Thank you for calling [gas marketer name], my name is [salesperson’s name]”.
2. “Please can I confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / premise] on behalf of the account holder”? Y/N

If no, the salesperson may indicate to the consumer that he/she does not appear to have the authority to renew/extend the contract, but otherwise the call must be terminated.

All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “is there someone there who can assist you with speaking English”? Y/N

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English.

4. "This call is being recorded for regulatory and quality control purposes. Do you consent to a recording being made"? Y/N

If no, the call must be terminated.

5. "You are entitled to request a copy of this call recording today or on a later date. I will provide you with the contact details that you may use for that purpose at the end of this call. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the gas marketer of the request.

6. "Today's date is [date]".
7. "The purpose of this call is to see if you want to [renew / extend] your contract with [gas marketer name] for the provision of your natural gas supply and to confirm certain key terms and conditions of the [renewal / extension] offer you recently received from [gas marketer name]".
8. "[Gas marketer name] sent you a [renewal / extension] offer on [date]. This [renewal / extension] offer included a copy of your existing contract, a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options, a disclosure statement and a copy of the new terms and conditions that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [gas marketer name]"? Y/N

If no, the salesperson may confirm the consumer's name and address details, but otherwise the call must be terminated. No further renewal/extension call may be made until a compliant renewal/extension package has been issued to the consumer and the required 15-day period has elapsed.

9. "Did you read and understand the content of the disclosure statement provided with the [renewal / extension] offer"? Y/N

If no, the call must be terminated.

10. "Do you understand that if you choose to [renew / extend] your contract, [gas marketer name] will continue to be your natural gas supplier? Y/N

11. “Do you understand that [gas marketer name] is not your local utility, and is not associated with the Ontario Energy Board or the Government of Ontario”? Y/N

If no, the salesperson must explain the independence of the gas marketer.

12. “The [renewal / extension] of this contract is for a term of [x] years at a price of [price details]”.

13. “Please be aware that you if you cancel this contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee”.

14. “You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed”.

15. “Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]”? Y/N

If the customer states that they do not wish to renew/extend their natural gas contract today as they need more time to make a decision as to whether or not to proceed with the renewal/extension, the call must be terminated.

If the customer states that they do not wish to renew/extend their natural gas contract, the call must be terminated and the salesperson must inform the gas marketer of the customer’s choice not to renew/extend the contract.

16. “I now need to confirm that I have the correct spelling of your name [customer name]”? Y/N

If no, ensure the correct spelling is recorded.

17. “I now need to confirm that I have the correct spelling of your address [customer address]”? Y/N

If no, ensure the correct spelling is recorded.

18. “If you change your mind, you have 14 days from today to notify [gas marketer name] that you no longer wish to have your natural gas contract [renewed / extended]. You will then become a customer of your local utility when your current contract expires and the supply of your natural gas will not be interrupted”.

19. “Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information

provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]”.

20. “You can also obtain further information about contracts, prices and your legal rights and obligations from the Ontario Energy Board by visiting their website or calling their toll-free number. Would you like these contact details”? Y/N

If yes, provide the Board’s contact details.

Attachment F

Proposed Amendment to the Gas Distribution Access Rule

Note: The text of the proposed amendments is set out in italics below, for ease of identification only.

Section 4.3.7.4 of the Gas Distribution Access Rule is deleted and replaced with the following:

4.3.7.4 A gas distributor shall not process an STR from a consumer's gas vendor unless the consumer's contract with the gas vendor:

- (a) has been terminated due to the consumer's default;*
- (b) has been cancelled by the consumer; or*
- (c) has expired or will expire on or before the proposed transfer date.*

Attachment G

Cost Awards

Cost Award Eligibility

The Board will determine eligibility for costs in accordance with its *Practice Direction on Cost Awards*. Any person intending to request an award of costs must file with the Board a written submission to that effect by **August 19, 2010**, identifying the nature of the person's interest in this process and the grounds on which the person believes that they are eligible for an award of costs (addressing the Board's cost eligibility criteria as set out in section 3 of the Board's *Practice Direction on Cost Awards*). An explanation of any other funding to which the person has access must also be provided, as should the name and credentials of any lawyer, analyst or consultant that the person intends to retain, if known. All requests for cost eligibility will be posted on the Board's website.

Licensed electricity retailers and licensed natural gas marketers will be provided with an opportunity to object to any of the requests for cost award eligibility. If a retailer or marketer has any objections to any of the requests for cost eligibility, such objections must be filed with the Board by **August 26, 2010**. Any objections will be posted on the Board's website. The Board will then make a final determination on the cost eligibility of the requesting participants.

Eligible Activities

Cost awards will be available in relation to the following:

1. The provision of written comments on of the provision of written comments on the following: (i) the proposed restated Retailer Code, the proposed restated Marketer Code and the proposed amendment to the GDAR set out in Attachments A, B and F, respectively, to this Notice; and (ii) the proposed disclosure statements, verification call scripts and renewal/extension call scripts set out in Attachments C, D and E, respectively, to this Notice, **to a maximum of 40 hours** per eligible participant.

2. Preparation for, attendance at and reporting on the stakeholder meeting referred to in the Board's August 4, 2010 letter, to a maximum of actual meeting time plus 50% of meeting time for preparation and reporting.

Cost Awards

When determining the amount of the cost awards, the Board will apply the principles set out in section 5 of its *Practice Direction on Cost Awards*. The maximum hourly rates set out in the Board's Cost Awards Tariff will also be applied. The Board expects that groups representing the same interests or class of persons will make every effort to communicate and co-ordinate their participation in this consultation process.