

BOARD FILE NUMBER

EB-2010-0245

NOTICE OF PROPOSAL TO REVOKE AND RE-ISSUE CODES AND
RULES PERTAINING TO ELECTRICITY RETAILING AND GAS
MARKETING

SUBMISSION IN RESPONSE TO BOARD PROPOSALS

DATE: SEPTEMBER 3RD, 2010

SUBMITTED BY:

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Direct Energy Marketing Ltd

Just Energy Ontario L.P.

Summitt Energy Management Inc.

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1 **I. General**

2 *As requested by the Board in its August 4th Notice¹ to this consultation, Active Energy Corp.,*
3 *Direct Energy Marketing Ltd, Just Energy Ontario L.P. and Summitt Energy Management Inc.*
4 *(collectively the “Suppliers”) share similar views as presented herein and therefore have filed*
5 *this submission jointly. All parties reserve their right to participate independently throughout*
6 *this consultation.*

7 On August 4th, the Ontario Energy Board (“OEB”, the “Board”) issued a Notice indicating its
8 intention to undertake a consultation establishing File Number EB-2010-0245 regarding the
9 implementation of consumer protection provisions of the *Energy Consumer Protection Act,*
10 2010 (the “EPCA”).

11 On August 12th, the Board issued a Notice (the “Notice”) proposing to revoke and re-issue the
12 Electricity Retailer Code of Conduct (the “ER-Code”), the Gas Marketer Code of Conduct (the
13 “GM-Code”) and make certain amendments to the Gas Distribution Access Rule (the “GDAR”).
14 This submission is responsive to the proposals outlined in the Notice itself, and to all
15 attachments put forward with the Notice.

16 Where reference is made to the “Codes” it is meant to apply to both the GM-Code and ER-Code
17 unless otherwise specified.

18 Where reference is made to the “New Rules”, it is meant to encompass collectively the
19 regulatory changes contemplated under the ECPA, the Regulations, and the Code and Rule
20 changes proposed by the Board, unless otherwise specified.

21 Where reference is made to the “Old Rules”, it is meant to encompass existing legislation,
22 regulations, codes and rules in effect currently, unless otherwise specified.

¹ OEB Notice Dated August 4th, 2010- Appendix A

23 Where reference is made to the “Effective Date”, for the purposes of this submission, it is
24 defined as the date the New Rules must be followed (currently anticipated to be January 1,
25 2011).

26 Retailers of electricity and marketers of natural gas are collectively referred to as “suppliers” for
27 the purpose of this submission.

28 **II. Preface**

29 In the mid- to late 1990s, natural gas choice emerged for low volume consumers. Absent any
30 structured detailed set of Codes or business rules and transactions, the market developed on its
31 own initiative on an ad-hoc basis in which rules and practices were defined as challenges arose
32 in the industry. This Ad-hoc approach was more formally refined through the Gas Distribution
33 Access Code (“GDAR”) developments and related activities in the following decade.

34 Conversely, the emergence of consumer choice in the electricity market was subject to a more
35 refined and coordinated approach wherein such Codes and industry practices and standards
36 were established prior to market opening in 2002. Although the opening of the market was
37 delayed which brought an unexpected set of challenges to both consumers and industry
38 participants, the market did open and in large part, opened under different business rules than
39 that which existed in the gas market.

40 Through regulatory change, brought about during the decade by both legislative changes and
41 the Board’s own initiatives, the rules in general were harmonized in large part to bring parity to
42 both commodities to the benefit of consumers and to industry. The implementation of the
43 ECPA is another step in simplifying and harmonizing both deregulated markets to provide
44 further efficiencies and therefore benefits and ease for consumers while also enhancing further
45 controls and protections for consumers.

46 Consumer awareness and education is an important aspect of this further change to the
47 industry and therefore the changes contemplated through this consultation must start and end
48 with the end-use consumer in mind.

49 To that end, it is our view that as we analyze and consider each of the changes proposed in the
50 Board's drafts, we consider how each will affect the end-use consumer. As examples; will it
51 make things simpler for the consumer or is the proposed change cumbersome and counter-
52 intuitive to what a consumer needs or would understand?, will it assist in ensuring the
53 consumer can make an informed decision, or will it serve to confuse?

54 The Suppliers note that similar to the evolution of other deregulated markets, such as the
55 telecommunications industry, one of the benefits of deregulated markets is the introduction of
56 new and innovative products and value for consumers. One need look no further than the
57 Blackberry or the internet as examples.

58 In energy, we already see examples of new value-added products and also see what is coming
59 in the future, which did not exist before. SMART metering technology with 2-way
60 communication will facilitate new TOU products and services, and allow more control for the
61 customer to manage energy through a web portal or load control devices offered by suppliers
62 with remote management capabilities. Broadband over hydro may also facilitate the
63 emergence of telecom, internet and cable services, among other service or products bundled
64 with energy options for consumers.

65 Today, suppliers already offer bundled services and value-added products.

66 At the start of the decade, a consumer could only purchase a fixed price natural gas product as
67 an alternative to the utility default price. And they could only purchase it through a face to face
68 interaction with a supplier.

69 Now consumers can choose gas or electricity options with fixed price, variable rate, and
70 blended rate pricing options. They can choose a month-to-month or 1-5 year term for their
71 services. There are more than 60 licensed retailers and marketers in the province, many of
72 which they can choose to shop from.

73 They now have the option to choose green and renewable generation or carbon offsets to their
74 natural gas consumption and receive affinity offers such as the benefit of air miles, gift cards,

75 and discounts for other services when they choose a supply product. They can purchase
76 services face to face with a supplier, through the internet, by telephone, through direct mail,
77 through affinity partner programs and other service companies.

78 Suppliers already bundle gas and electricity offers together, as well as with other services such
79 as home HVAC and appliance offers, and other retail services.

80 Convergence has already taken place and energy offers are no longer only sold as a standalone,
81 single commodity offering, as it was only a few years ago. The market has matured and is
82 maturing further at an escalated rate, as any economist would expect. Price is no longer the
83 only consideration for consumers- it is the overall value of the products and services bundled or
84 made available to them by the supplier.

85 In 1980, consumers paid approximately \$12.00 per month for basic phone service and some
86 would argue they were paying too much. Now, consumers willingly pay hundreds of dollars per
87 month for home, cell and internet accesses. It's not cheaper, but they choose to pay for the
88 value for the products they want. They can obtain services quickly, conveniently and with little
89 effort.

90 The Suppliers respectfully submit that the Board should consider these developments as it
91 works toward amending the Codes.

92 Improvements to consumer understanding and protections are a necessary element of this
93 initiative; we need to ensure the right controls are in place and information is made available to
94 consumers such that they can make an informed choice. However, the Suppliers submit that as
95 we consider those changes, we ensure we do not introduce unintended consequences such as
96 confusing or onerous practices for consumers, or restrictions or barriers to innovation such as
97 offers, bundled products and new services of value to consumers.

98

A. Implementation

- 99 1. The Ministry of Energy (“MOE”) issued Draft Regulations (the “Regulations”) for public
100 comment on or about July 2nd. The public comment period expired on August 15th and
101 the matter is to be sent to legislative committee on a date not yet known to
102 participants. The anticipated Effective Date of the Regulation is January 1, 2011².
103 Although not communicated or confirmed, the Suppliers anticipate that Cabinet
104 approval of the Regulation will occur in the October timeframe or later. It is unclear as
105 to what may change in the final version of the Draft Regulation.
- 106 2. The Board has issued proposals based on the initial version of the Regulation which is
107 still subject to revision. It is unclear as to what date a final Board Order will be received
108 in this matter.
- 109 3. The Board issued a Directive to the EBT Standards Working Group on August 20th
110 requesting an analysis of the impact or changes needed in the industry protocols and
111 technological interactions between industry participants. This analysis has not yet
112 started and as such, the impacts are unknown.
- 113 4. The ECPA, Regulation and Board proposals constitute significant and material changes to
114 the business operations, information technology infrastructure and customer service
115 and sales processes, as well as the resources necessary for Suppliers to comply with the
116 new legislative requirements.
- 117 5. The Board proposes that Suppliers must certify compliance no later than December 15th,
118 2010 in order to continue their businesses at January 1, 2011 uninterrupted.
- 119 6. The Suppliers respectfully submit that the collision of these competing challenges pose a
120 high level of risk of an unsuccessful implementation of the ECPA. The Suppliers remind
121 the Board that the purpose of these changes is for the benefit of consumers. The

² OEB Notice Dated August 12, 2010- Section A

122 detrimental impacts of a poorly executed implementation will be experienced by
123 consumers and existing energy customers.

124 7. It is important to note that unlike the initial opening of the market, a “Flash-cutover” of
125 systems and processes will not be possible as businesses and supply services are
126 ongoing day to day for hundreds of thousands of retail customers. Each company,
127 (whether the changes affect others or only their internal business operations) will need
128 to implement the vast number of changes required by this legislative initiative through
129 their (i) systems development, design, programming , testing and implementation; (ii)
130 practices and processes; and (iii) people; on a managed, stepped implementation.

131 8. Respectfully, the Board’s current proposal does not facilitate this required approach.

132 **Recommended Solution# 1_ Implementation**

133 The Suppliers submit that the implementation of the prescribed changes for the retail
134 markets must provide for a transitioned approach to implementation and request that the
135 Board consider and adopt the following:

136 Compliance- General Provision

137 The Suppliers submit that the Board expressly directs that a supplier may come into compliance
138 with the requirements of the New Rules, in part(s), or in whole, prior to the Effective Date.
139 Although technically the Old Rules are still in effect until December 31; should a supplier be
140 able to implement some changes prior to the Effective Date making them compliant with the
141 respective sections of the New Rules, that the Board considers them “compliant” without
142 action or recourse as it pertains to the Old Rules. This will provide suppliers with needed
143 flexibility to implement system functionality and program code changes, in a stepped fashion.

144 Since it is generally accepted that the New Rules provide greater benefit to consumers, then we
145 believe it is easily reasoned that a supplier who starts following the New Rules prior to the
146 Effective Date should not be considered in violation of the Old Rules as it applies to that
147 particular function or business process.

148 New Contracts

149 As it pertains to new contracts entered into with a consumer; the consumer Signing Date of the
150 contract will determine whether the Old Rules or New Rules apply for the purpose of
151 compliance. New Contracts signed by a consumer prior to the Effective Date will follow the Old
152 Rules. Suppliers should not be prohibited from following the New Rules should they be able to
153 do so prior to the Effective Date. New contracts signed by a consumer on or after the Effective
154 Date will follow the New Rules.

155 Contract Renewals

156 Where a supplier is able to offer an existing customer the option to renew an expiring contract,
157 both the Old Rules³ and New Rules⁴ require a supplier to send a renewal notification package to
158 the customer no earlier than 120 Days, and no later than 60 days, before the expiry date of the
159 existing term.

160 This process cannot be stopped as it is not a static process. Renewal offers are sent every day
161 and well in advance of the contract renewal date. In the case of renewals, the suppliers submit
162 that the Board should use the “sent” date of the renewal offer to determine whether the Old or
163 New Rules apply. This will require a transition period from the Effective date, continuing for a
164 period of 120 days thereafter, at which point all renewals would be compliant with the New
165 Rules.

166 The rationale for this is simple. Since a supplier will “send” a compliant renewal notice 120 days
167 prior to the contract renewal date, they would be “sending” out a renewal package, prior to the
168 Effective Date (January 1), that is compliant with the Old Rules for contracts expiring as far out
169 as the end of April, 2011. Any renewals “sent” after the Effective Date would be compliant with
170 the New Rules.

³ OReg 200/02 –Section 6(2)4 and 6(2.1)1

⁴ Draft Regulation- Section 13(3)(b) and (c)

171 In retrospect, if the Suppliers were provided final approved regulations and Board Codes well
172 before the Effective Date, such that they could have implemented the business and system
173 changes needed in time to “send” renewal notices that are compliant with the New Rules out
174 by September 1, 2010, then the transition period would have been September 1, 2010 until the
175 Effective Date (January 1, 2011).

176 Since the above was not able to happen, the transition period needs to occur from the Effective
177 Date and up to 120 days after that date, as it pertains to the renewals of contracts.

178 **B. Harmonization**

179 9. Over the last several years, the Board has undertaken to harmonize the rules regarding
180 both the electricity and natural gas markets as it is clear that consumers view these
181 utility services similarly and benefit from a simple standard set of rules and instructions
182 regarding them.

183 10. Further, the ECPA has sought to do the same thing by repealing or amending certain
184 legislation and regulations to provide for one *Act* which provides similar treatment
185 generally for both energy supplies.

186 11. The Suppliers submit that the proposals from the Board do not contemplate one Code
187 but continues to propose two separate codes which in large part, are identically written.
188 Further, requirements such as Verification Scripting and Disclosure Statements are
189 practically identical, with minor exceptions, and also do not contemplate one
190 requirement for cases in which both commodities are bundled and/or sold together at
191 the same time.

192 12. Moreover, the Board, in its Notice, (i) references the Codes as the “Supplier Codes”⁵ yet
193 proposes two separate Codes with separate distinctions, and (ii) states that the two
194 Codes are identical documents⁶.

195 13. On a related matter, definitions and the application of obligations as it pertains to low
196 volume consumers used in the ECPA and *OEB Act* need to be harmonized. The Term
197 “Supplier” is used in the draft regulations to be made under the *OEB Act*; however the
198 *OEB Act* holds no current definition for “supplier”. Further the term “supplier” is defined
199 in the ECPA and is intended to be used in the context of the legislative oversight of low
200 volume consumer sales. However in the OEB draft proposal, the Board appears to have
201 interpreted this term to apply differently and has not yet defined the term in the *OEB*
202 *Act*.

203 14. Lastly, the Suppliers note that in some cases the Board has decided to repeat provisions
204 in the Codes which are already stated similarly in the ECPA or the Regulation⁷. The
205 Suppliers suggest that there is no requirement for duplication of express provisions in
206 multiple legislative instruments.

207 **Recommended Solution #2_ Harmonization**

208 The Suppliers recommend that one Code be developed which provides for the similar
209 provisions applicable to both electricity and natural gas. Where a certain provision exists for
210 one and not the other, it can be denoted as such. The Code will have the respective
211 Attachments covering the Disclosure Statements and Verification Scripts would be included as
212 required for both commodities. Although licensed separately, a single Code can be used to
213 capture the Code requirements for both license conditions as it pertains to low volume
214 consumers, as applicable.

⁵ Section B-1 (page 5) and there forward.

⁶ Section B-1 (page 5, para 3)

⁷ ER-Code Section 3.7, for example

215 Further, the Codes should contemplate that where both supply services are sold together, that
216 the similar requirements applicable to one, do not require duplicative separate requirements
217 on the supplier or the customer, but can be collapsed to cover both supply types as applicable.
218 (I.e. verification does not need to occur with two separate calls and two separate but identical
219 scripts. One verification call with one script which captures the scripting applicable to both as
220 well as any unique scripting would satisfy the Code requirement and not adversely affect
221 customers).

222 **C. Certification**

223 15. The Board’s Draft Regulation under the OEB Act requires a supplier to be certified in
224 accordance with those conditions outlined in the regulation⁸. The Notice from the Board
225 states that suppliers who file Certifications by December 15th will receive the Board
226 response prior to January 1, 2011⁹. The Suppliers submit that the certification is not
227 practical in its current form. The certification is written in present tense meaning that at
228 the date of certification, the supplier has each of the elements in place as of the date
229 the document is signed.

230 16. The Board should recognize that the implementation of these changes requires systems
231 and practices to be implemented as of the signing of the document. Practically this
232 means that the supplier must have ceased doing business according to the Old Rules
233 and on the date the document is signed, already be doing business according to the
234 New Rules.

235 17. This strains an already unrealistic timeline by a minimum of another two weeks. The
236 option of ceasing business and suspending work for literally thousands of people is not
237 viable.

⁸ DRAFT PROPOSALS MADE UNDER THE ONTARIO ENERGY BOARD ACT, section 1

⁹ OEB Notice Dated August 12, 2010-Section B-8, page 20

238 18. Further to the points raised in Section “A” above in this document, even if it was
239 possible to meet this timeframe, unless relief is granted as requested under Section A,
240 every supplier will be in violation of the Old Rules for at least two weeks.

241 19. Additionally, if a supplier certifies between December 15th and the Effective Date, or
242 files after the Effective Date requesting Certification in part or in whole, a supplier
243 cannot wait for any period of time to be able to conduct business pending a response
244 from the OEB. As noted previously, unlike the opening of a market, this market is not
245 static.

246 **Recommended Solution #3_Certification**

247 The Suppliers submit that the Board amends its proposal to remove the requirement that a
248 supplier must receive the Board’s response before conducting business. Although the current
249 proposal may be practical where a supplier is new and has yet to begin business, it is not
250 functionally possible in the case where the supplier is already operating in the industry.

251 The Suppliers suggest that the Board allow a supplier to file the certification and continue after
252 the Effective Date whether a response has been received or not. The Board has full audit and
253 enforcement authority should the Board wish to exercise those rights in the case of a
254 subsequent concern arising in this regard.

255 Since the Board is not auditing or verifying the validity of the Certification prior to responding in
256 the current 2 week response timeframe proposed¹⁰, the Suppliers believe there is no harm
257 created by this amendment to the proposal.

¹⁰ Notice-Section B-8, page20,para 4

258 **D. Extension of Low Volume Requirements to Large Volume**
259 **Consumer Sales**

260 20. In the Board’s proposal, it recommends extending certain obligations which apply to low
261 volume consumer sales, to the sale of energy to large volume consumers¹¹. The
262 Suppliers strongly object to the proposal in these regards.

263 21. The ECPA and subject draft regulations apply solely to low volume consumer sales. The
264 sale of natural gas to consumers above the low volume threshold are not subject to
265 licensing, the GM-Code, or to the ECPA. The licensing of electricity retailing is subject to
266 the Code, in part, and any further extension of low volume consumer controls should
267 not be extended to this large volume, sophisticated market segment as it is without
268 merit.

269 22. Contracts for supply to large volume consumers are not similar to those marketed to
270 small volume consumers. These contracts entail negotiated terms and conditions with
271 sophisticated counterparties who contract for services and procurement for their
272 enterprises in the normal course of everyday business.

273 23. Supplier sales people engaging in large volume activity must be educated and
274 experienced in the sale of the products they offer in order to competitively win
275 customers and as such, Suppliers do not require mandated training for these individuals
276 prescribed by regulation. Further, it would be unacceptable for a sales person to be
277 required to wear a large badge on the front of their business attire when negotiating a
278 large volume sale with executives of corporations.

279 24. The Board proposes to allow cancellation of contracts under GDAR as provided for low
280 volume consumers. As noted above, contracts entered into with large volume
281 commercial and industrial entities pose significant financial obligations and material

¹¹ Proposed Amendment to GDAR- Attachment F to the Notice; Training & Badge requirements in the Codes

282 risks on both parties. These arrangements are aptly covered by contract and commercial
283 law and need no further protections under GDAR or the Codes.

284 **Recommended Solution #4_ Application to Large Volume Consumers**

285 The Suppliers submit that the Board rejects the proposal as it pertains to the extension of the
286 GDAR amendment, training and badge requirements set out in the Codes, to large volume
287 consumers.

288 **E. Training**

289 25. In its Notice¹², the Board directs that suppliers must meet the training requirements set
290 out in the Codes for sales persons and verification representatives yet declines to
291 approve the training material created. The Suppliers agree with the flexibility offered to
292 allow suppliers to create their own training materials, either independently or as an
293 industry, however disagree with the Board's approach with regard to approvals. The
294 Suppliers are puzzled that the Board must approve Disclosure Statements and
295 Verification Scripts but declines to approve training.

296 26. The Codes provide for general topics for training¹³ with little detail to the specific
297 information required within each of the areas of interest. In the interest of ensuring
298 compliance in the matter of training, but more importantly in the interest of the
299 fundamental purpose of this exercise as it relates to consumers, the Suppliers believe
300 that the Board should approve materials, if requested by the Supplier.

301 27. This ensures proactively that sales and verification persons have received the necessary
302 training and education which satisfies the Board's expectations, before approaching the
303 consumer market. It is the Supplier's view that requiring suppliers to meet a general
304 expectation and refusing to approve it is not in the best interests of consumers or the
305 suppliers.

¹² Notice Dated August 12, 2010- Section B-7, page 19

¹³ ER-Code: Section 5, GM-Code: Section 5

306 28. The Board has proposed mandated testing for sales agents and verification
307 representatives however has set a passing threshold of 90%. The Suppliers strongly
308 oppose such a restrictive passing grade requirement.

309 29. As is the case in any job, new entrants are taught fundamentals and learn and improve
310 over time with experience. Although the Suppliers support the requirement for trained
311 and experienced persons, it is also mindful that persons seeking employment be subject
312 to fair and reasonable expectations as it pertains to employment opportunities. It is not
313 obvious upon what basis or benchmark the Board derived such a restrictive threshold
314 and absent that understanding, the Suppliers believe that a more reasonable threshold
315 is warranted.

316 30. Further, the Code proposal states that a person is only allowed to re-take the test
317 once¹⁴. It is therefore implied that the Board is suggesting that the person, not achieving
318 a passing grade on the second attempt, is to be declined employment and not offered
319 further coaching or an opportunity to be employed. Respectfully, the Suppliers hope
320 that this was not the Board's intent.

321 31. Additionally the Board expressed a desire in its Notice that persons conducting training
322 cannot have a financial interest in the outcome of sales¹⁵. The provisions drafted in the
323 Codes¹⁶ do not support that intent.

324 **Recommended Solution #5_Training**

325 The Suppliers recommend that the Board:

- 326 i. Agree to provide approval of training material created to meet the requirements of the
327 Codes, should a supplier request such approval.

¹⁴ Codes: Part B-Section 5.6(d)

¹⁵ Notice Dated August 12, 2010- Section B-7(iii), page 18

¹⁶ ER-Code: Section 5.5, GM-Code Section 5.5

- 328 ii. Revise the sections of the Code relating to conditions for training persons if it is
329 inconsistent with the Board’s intent identified in the Notice.
- 330 iii. Reduce the acceptable passing grade for testing to be 75%, consistent with the
331 determination made in the MRSC Committee of the Ontario Energy Association.
- 332 iv. Remove the reference in both Codes that a person can only re-take a test once.

333 **F. Disclosure Statements**

334 32. The Board proposes certain Disclosure Statements for comment. The Suppliers identify
335 the following general recommendations and further provide revised documents
336 accordingly for the Board’s consideration.

337 33. As an additional note, the Suppliers make reference to comments reported in the media
338 recently regarding the Minister’s remarks as it pertains to the opportunity for
339 consumers to compare prices when deciding on an energy supplier.

340 34. As the Board knows there are in excess of 80 different utilities operating in the province,
341 with different rates and charges, which change regularly, including default supply rates.
342 Additionally, some charges are estimated and subject to future true-ups. Suppliers
343 offering a long term supply charge cannot possibly forecast the expected default supply
344 rates to be determined under QRAM or RPP rate settings in the future.

345 35. The Suppliers believe that the Board’s recent website tool, created for exactly that
346 purpose, is the correct tool for consumers to use when considering their options. This
347 provides the consumer with a resource reference which is neutral and independent and
348 ensures the timely and accurate presentation of information across all utility serving
349 territories.

350 **Recommended Solution #6_Disclosure Statements**

- 351 i. As noted earlier, both electricity and natural gas products are often sold at the same
352 time to a consumer. Although there remains a need for separate Disclosure
353 Statements for each individually, the Suppliers believe it is beneficial for there to
354 also be one document capturing both supply services as many of the statements in
355 each are similar. **(See Attachment 1)**.
- 356 ii. On each Disclosure Statement, the supplier has the opportunity to input the “price”.
357 The document does not define what “price” is to be input. The Regulation provides
358 definitions for “commodity price”, “contract price” and “price”. The Suppliers
359 recommend that the “Contract Price” be used.
- 360 iii. Contracts may have a number of different pricing arrangements or costs. Contracts
361 may have a fixed price, or may have variable rate pricing. They may have blended
362 rates in which part is fixed and part floats monthly, for example. Further, a contract
363 may include admin charges or additional charges that are charged as a monthly
364 amount -not charged on a per unit basis (i.e. not a price or rate per kWh or m³).
365 Since the costs for the contract are clearly defined in the contract terms and
366 conditions, the Suppliers recommend to the Board that where prices or charges are
367 not set as a defined numeric value per unit, that the suppliers provide a reference to
368 the section of the contract that provides the detailed explanation of the charges.
- 369 iv. The Board is requested to provide certainty as to what price should be included in
370 the Disclosure Statement in the case where the contract is not offering a fixed or
371 static price.
- 372 v. That the Board expressly provides that the Disclosure Statement can be two-sided. It
373 is currently 2 pages with the inclusion of the Language Table. The Suppliers believe
374 that the table can be printed on the 2nd side of the document such that the sheet is
375 no more than one page in length, as it will most likely be an NCR form (multiple

376 copies). In fact the Board makes supporting reference to this recommendation in the
377 Notice¹⁷.

378 vi. On the “Direct Mail”, “Internet” and “Renewal” version of the Statements, the Board
379 should remove the reference to Salesperson name and ID – it would not be
380 applicable.

381 vii. Bullet 5 of the Electricity renewal Disclosure Statement is confusing – the customer
382 does not see the “utility’s electricity price”.

383 viii. The required languages proposed by the Board include 11 different languages but
384 does not include French, the official second language of Canada. (Although the
385 Board references French in the Notice, it is not clear why it would not be captured as
386 a language in the table of the Disclosure Statement).

387 ix. The Board proposes a statement in the document which represents that there is no
388 guaranteed savings – this is not necessarily the case as some products will and do
389 guarantee savings so this statement needs to be amended or removed.

390 x. Additionally, the Suppliers provide a revised Disclosure Statement as **Attachment 2**
391 for the Board’s consideration, which provides further recommended revisions. This
392 base “template” can be used for the Board’s consideration for all the versions to be
393 finalized, adjusted for electricity and gas respectively.

394 **G. Verification Scripts**

395 36. The Suppliers understand the Board’s proposal requires standardized verbatim scripts.
396 Respectfully, the Suppliers submit that the proposed drafts are in general, very
397 cumbersome and cold. The flow of information provided is ad-hoc and
398 questions/statements appear in a random order throughout the scripts.

¹⁷ Notice – Section B-6a.-page 15

399 37. The Suppliers note that the consumers being verified are new customers for the
400 suppliers and should be treated in a manner that is not received as defensive or litigious.
401 The Suppliers would offer that no one would want to do business with a company if they
402 are not treated as a valued and welcomed customer.

403 38. Therefore the Suppliers believe that the scripts can attain the requirement to be a
404 neutral verification without promoting or selling the product but also be friendly for
405 new customers.

406 39. The verification scripts are missing some fundamental information such as confirming
407 the customer's account number, and are too litigious in nature; for example, asking a
408 question such as expecting that a consumer, several weeks after a sale, has to
409 remember the exact day they entered into the contract is not reasonable and would in
410 fact, be offensive to a new customer.

411 40. As noted previously, energy supply contracts are not only sold as a standalone product
412 but are sold or bundled with other services and also may be sold with promotional
413 offers. The script requirement must allow for a supplier to verify the sale in a neutral
414 manner but also address the other services a customer has received or explain the
415 promotional item which accompanied their purchase.

416 41. Under the current proposal, it would appear that a supplier would be required to verify
417 the sale, and then hang up and have to contact the customer a second time to discuss
418 the other related products or offers the customer received. This would frustrate the
419 consumer and strain the relationship unnecessarily.

420 **Recommended Solution#7_Verification Scripts**

421 The Suppliers request the following amendments to the proposal:

- 422 i. That the Board accepts the revised versions as provided as **Attachment 3**. Further, that
423 the Board agree that where both supply contracts are sold and are to be verified , that a
424 supplier may verify both products using a combined script that meets the criteria

425 established by the Board as it pertains to each commodity but where scripting is similar,
426 the script only needs to be read once. Proposed combined scripts are provided as
427 **Attachment 4.**

428 ii. The Board allows that a supplier may follow the prescribed script but may also, upon
429 completion of the verification portion of a call, or prior to the verification portion of a
430 call, provide further information regarding other services or value –added benefits
431 provided or purchased by the customer. The Board should certainly direct that the
432 entire recording of the call must be maintained such that the integrity and context of
433 the verification portion of the call can be confirmed.

434 iii. Further, although some questions or statements can be standardized, the Board must
435 allow that the verbatim scripts can be altered to accommodate the products being
436 offered as no standard verbatim script can account for the various types of different
437 product or pricing options made available to consumers by numerous suppliers.

438 **H. Multiple Contracts Serving a Single Premise: Contract Over-writes**

439 42. In short, the Regulation prescribes that, in certain circumstances a consumer who signs
440 a contract for supply with a second supplier (Supplier #2) is held harmless from exit fees
441 if the service period overlaps an existing supply contract (with Supplier #1)¹⁸.

442 43. The Board proposal recommends a process in which Supplier #1 is required to issue a
443 notice to the customer outlining any financial amounts (Exit Fees) owing to Supplier #1,
444 should the consumer continue with the transfer¹⁹.

445 44. Obligating the initial Supplier (#1) to issue notice within a 2 day timeframe is not
446 practical as the supplier must upload the transactions from a utility, parse and process
447 each individual transaction, review and determine the customer’s obligations as it

¹⁸ Draft Regulation under ECPA, section 19(1)(d)(e).

¹⁹ ER-Code, Section 3.8 and GM-Code, Section 3.6

448 pertains to that customer’s specific contract, prepare and batch letter processing and
449 finally mail the notice to the customer. This obligation is not reasonable; however,
450 should this requirement be directed by the Board, the timeframe should be amended to
451 be at least 5 business days from the date the transaction is received from the utility.

452 **Recommended Solution #8_Contract Overwrites**

453 The Suppliers request that the timeline be extended to 5 business days to facilitate the
454 necessary processing required to meet this obligation.

455 **I. Matters which were not addressed in the Board’s Proposal**

456 Meter Read and Refunds

457 45. Please consider:

- 458 a. In the Draft Regulation under the ECPA, Section 22(5) states that a cancellation
459 must take effect no later than either the next meter read or 60 days after notice
460 is given to the supplier. The regulation requires suppliers to refund customers in
461 cases where the customer has yet to be switched by the utility by this date.
- 462 b. Section 23(4) of the regulation states that the refund is not payable if the Board
463 has authorized an extended meter reading date.
- 464 c. Section 25 (1) of the Regulation states that the supplier has the authority to
465 make the distributor read the meter within 60 days.
- 466 d. Section 25(2) states that the Board may authorize a distributor to read the meter
467 outside of the 60 day period.

468 46. The Suppliers wish to submit that (i) we oppose these provisions, (ii) rules made under
469 the OEB Act or otherwise do not support that Suppliers in fact have authorities as

470 conferred by the regulation noted above, and (iii) should the 60 day requirement stand
471 it should be utilities that refund consumers amounts if the period is missed since the
472 Suppliers have no control or authority to “force” utilities to meet those timelines.

473 47. Notwithstanding our views, assuming the Board agrees with the regulation or does not
474 wish to have it corrected, the proposed Code changes or amendments to GDAR put
475 forward by the Board does not address a supplier’s obligations in this regard and the
476 Suppliers believe the Board must provide the Code amendments necessary to support
477 these provisions, and any amendments to the Retail Settlement Code, EBT Standards or
478 Distribution Codes as applicable.

479 Contract Extensions

480 48. The ECPA and Regulation²⁰ contemplate renewals and extensions of contracts. Further,
481 the Codes also provide detail in this regard. It is clear from the reading of all documents,
482 that the provisions related to contract extensions only contemplate the scenario in
483 which the extension of a contract occurs at the end of the current contract term, similar
484 to a renewal.

485 49. However, the Suppliers note that extensions can occur in mid contract term as
486 requested by or negotiated with a customer. Usually this occurs as a result of a
487 customer contacting the supplier. It is clear that the requirements in general, do not
488 contemplate a mid-term extension as it is clear that the requirements set forth could
489 not practically be applied in this scenario.

490 50. The Suppliers submit that these cases are subject to the regulations as it pertains to
491 contract Amendments²¹. If the Board interprets this differently, then the Suppliers
492 submit it is incumbent on the Board to provide its expectation of compliance in this
493 regard and to propose the supporting amendments to the Codes as applicable.

²⁰ ECPA Regulation Part VI.

²¹ ECPA Regulation , Part V

494 **J. Comments Specific to the Codes & Attachments to the Notice**

495 51. The following additional recommendations are provided in the form of a table for ease
496 of reference.

497 52. Where the Table references the ER-Code, the recommendations or comments
498 presented apply equally to the similar sections of the GM-Code, unless specified
499 otherwise.

500 53. Where a reference is made to a Disclosure Statement or to a Verification Script, the
501 recommendation is meant to apply equally to the other versions of the Disclosure
502 Statements or Verifications Scripts for both electricity and natural gas as applicable.

503 54. These recommendations are provided in addition to those recommendations made
504 earlier in this document although some may be repeated.

505 **Part A: General Provisions**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code; Part A; General Provisions; Section 1.8.1 – Determinations by the Board	This section indicates that any matter under the code requiring a determination of the Board may be determined by the Board <i>without a hearing</i> or through an oral, written, or electronic hearing, at the Board’s discretion.	The language in this section needs to be clarified to confirm that this section only relates to interpretation of the Code and not the ability to alter the Code or complete an enforcement action against a retailer without a hearing.

506 **Part B-1: Fair Marketing Practices**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code; Section 1.1 (A)	Retailers must state that they are not <i>associated</i> with the Ontario Energy Board or the Government of Ontario	As Retailers are regulated by the Board and are licensed by the Board, the language in this section should match that of the ECPA. The term “affiliated” should be used in place of the term “associated”. Alternately, the statement can be made that retailers “do not represent” the OEB or GOO.

507 **Part B-2: Business Cards and Identification Badges**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code; Section 2.4(a)	Dependent on the Codes, the agent must represent that they are not from either the electric LDC or the natural gas distributor.	As noted earlier, many sales persons sell both electricity and gas. It is impractical for a sales person to have two identical badges hanging from the front of their shirt. Therefore The statement should read “The bearer is not a representative of either your local electricity or natural gas distributor.”

508 **Part B-3: Contracts and Transfer Requests**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code; Section 3.1(b)	Contracts shall clearly state the type and frequency of bills the consumer will receive.	While Section 3.1(b) replicates the previous Code, the wording should be clarified to allow retailers to advise customers that the type and frequency of their billing will be determined by

#	Reference	Issue	Recommendations/Supporting References
			their current LDC unless the retailer bills directly.
2.	ER-Code; Section 3.8	Retailers must provide notification to consumers within 2 business days of the receipt of a pending transfer request.	Retailers require at least 5 business days to notify customers to allow for a) text based notifications to be processed by the retailer, sent for printing, and then sent to Canada Post for delivery; and b) to allow for contact attempts by phone.

509 **Part B-4: Disclosure Statements, Verification and Renewals or Extensions**

#	Reference	Issue	Recommendations/Supporting References
1.	Section 4.7(c)	Where scripts call for a yes or no answer from the consumer, the verification representative shall terminate the call if the consumer does not provide a clear affirmative response.	- Commonly used affirmative responses other than “yes” should be acceptable, as should commonly used negative responses other than “no”. (Note: Same for renewals)
2.	ER-Code; Section 4.7(d)	The verification representative shall not make any statements of a promotional nature of the products, services, or <i>business</i> of the retailer.	While we realize that the wording is extracted from the ECPA regulations, as noted to the Ministry, the term “business” is rather broad and should be removed.
3.	Section 4.10(c)	Where scripts call for a yes or no answer from the consumer, the verification	As renewal packages may contain multiple offers (1,3, or 5 years; fixed & variable), modifications to this section

#	Reference	Issue	Recommendations/Supporting References
		representative shall terminate the call if the consumer does not provide a clear affirmative response.	are required to allow for customers to respond negatively to a 5 year contract, but allow for continuation of the verification of a 3year, 1 year, or variable offer.
4.	ER-Code; Section 4.11	If a consumer notifies a gas marketer that the consumer does not wish to renew or extend a contract, whether as a 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.	In some cases where market conditions have changed, retailers may be able to present the customer with a different renewal offer within the renewal window. So as not to limit customer choice, retailers therefore require the ability to offer customers alternate offers after the initial offer may have been declined. Therefore the provision should be amended to state that the retailer may contact the customer thereafter with an alternate renewal offering not previously offered to the customer.
5.	Board Notice: Contract Renewal/ Extension section of the Notice; pages 16 and 17.	The Board has stated that the new rules pertaining to the renewal or extension of a contract will apply after the ECPA effective date “even if a renewal/extension offer was sent to the consumer before the Effective ECPA Date, provided the offer was still outstanding on that date”.	Consistent with Section A (Implementation) of this Supplier Submission, suppliers respectfully request that the Board allow for a transition period for contracts to be considered compliant/valid where renewal packages were sent to customers under the existing rules within 120 days prior to the ECPA effective date. This would allow for renewed contracts initiated in the previous 120 days to remain valid and compliant after the effective date, as they complied with the rules pertaining to renewals at the time the renewal

#	Reference	Issue	Recommendations/Supporting References
			<p>process was initiated. It is unreasonable to expect that the mailing of a contract on October 1st which is set to renew on January 1st be compliant with rules set to be effective after January 1st, when the finalized rules may not yet be published, nor allow sufficient time for retailers to operationally implement.</p> <p>The transition period and conditions can be captured in the Codes (Part C) or in an Order from the Board.</p>

510 **Part B-5: Training**

#	Reference	Issue	Comments/Supporting References
1.	ER-Code: Definition of "Salesperson"	The definition of "salesperson" in the Code refers to the definition in the ECPA. The ECPA regulations define a salesperson as not only one who engages in retailing and marketing activity, but any person who makes one or more representations on behalf of a Retailer.	If the Board interprets this statement as not being in relation to sales activities, it would result in the need for "sales" training for any person who speaks with a customer, regardless of whether sales activity is taking place. E.g., it would mean billing CSRs answering customer account enquiries would require training as well. It is requested that the Board redefine or clarify the definition of "sales person", or the application of the training noted in this section to be specific to those people conducting sales, renewals and verification activities only.
2.	ER-Code: Section 5.6(c)	Salesperson and verification representatives must	The current training module crafted by the MRSC Committee of the OEA, and previously provided to Board staff,

#	Reference	Issue	Comments/Supporting References
		achieve a 90% passing mark on the training test.	requires a reasonable passing mark of 75% for these representatives. This section should be amended to provide for a 75% passing grade.
3.	ER-Code: Section 5.6(d)	A person is only allowed to re-take a test once.	Remove this provision.
4.	ER-Code: Section 5.10	Outline of record keeping requirements	These requirements do not belong in the Codes. They should be removed from the Codes and incorporated into the Reporting and Record Retention requirements documents for distributors and retailers.

511 **Part B-6: Certification (Also See Appendix A & B of the Codes Package)**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code: Section 6.4	<p>“A retailer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement...”</p> <p>Retailers will be required to file two self-certifications in less than five months if required to self-certify on April 30, 2011.</p>	The Suppliers note that suppliers will have certified prior to January 1 and should not, in the initial year, have to re-file again in April. The Suppliers request that the Board direct that where a supplier has certified within 6 months of April 30, 2011, they are deemed to have met the requirement for the initial year.
2.	Opening sentence of Part II of the	We think it appropriate to clarify further that the certifying officer is doing	Suggest modifying by adding the following (in italics): “I, <identify (i) the certifying officer; (ii) his/her position

#	Reference	Issue	Recommendations/Supporting References
	Certification	so on behalf of the retailer and not in his/her personal capacity.	with the Retailer; and (iii) the name of the Retailer>, having made all necessary enquiries, certify on behalf of the Retailer <i>and not in my personal capacity</i> that:
3.	1(E) (also applicable to 2(C), 3(D), 4(D), 4(E), 5(E), 5(F), 6(A), 7, 8)	As sales agents may be employed by 3rd party vendors, it is necessary to allow for the exercise of control over the conduct of sale persons by way of contractual obligations with the vendor	Request that the clause be amended by adding the italicized words as follows: “Adequate processes and controls <i>or contractual obligations</i> ”. Alternatively, it could be clarified globally that “ <i>adequate processes and controls</i> ” includes the concept of controls via contractual obligations.
4.	7(A), (B), (C)	Retailer authority to force the utility to act.	Given that the retailer cannot control whether or not the distribution company will, upon being notified of a cancellation, perform its role in compliance with applicable rules, we request that it be clarified that the certification relate solely to the fact that the retailer has adequate processes and controls to ensure that it will meet its obligations to process the transaction, not to ensure that all aspects of the transaction will be conducted in compliance, as some of those aspects (eg. calculating and refunding the amount owing to the consumer within a specified time period) are dependent on the distribution company performing its role in a timely fashion.

512 **Part B-7: Consumer Complaints and Compliance Monitoring**

#	Reference	Issue	Recommendations/Supporting References
1.	Section 7.6 “Where a gas marketer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply.”	The use of the term “bona fide”.	The term “bona fide” is a subjective term. The Suppliers submit that the term should be changed to “verifiable.”

513 **Part B-9: Confidentiality of Consumer Information:**

#	Reference	Issue	Recommendations/Supporting References
1.	ER-Code: Section 9.1	The Confidentiality of Consumer Information requirements are duplicative and unnecessary. Retailers’ business processes and procedures are subject to identical requirements in the federal Personal Information Protection and Electronic Documents Act.	Retailers respectfully request the removal of section 9 from both Codes of Conduct as they are not necessary.

Board Notice Attachment C: Disclosure Statements:

#	Reference	Issue	Recommendations/Supporting References
1.	Identification box at the top of the Disclosure Statements.	The Disclosure Statements require a salesperson name and ID#, along with a contract number.	Modifications to the Disclosure Statement will be required to allow for the completion of this information only when applicable. In general mailings to customers, there will be no salesperson name per se, or ID number. The final contract number may not also be known at the time of mailing. These should be declared as optional fields, or to be provided only when applicable.
2.	“The Marketer is a private company. It does not represent your local utility, and it is not <i>associated</i> with the Ontario Energy Board or the Government of Ontario.”	Retailers are licensed by the OEB.	Request wording be changed from “associated” to “not representing” the OEB or GOO., or alternatively “ not affiliated with..”.
3.	“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.”	This is poorly worded, the context of which has the tone of a warning as opposed to providing the disclosure in an informative manner.	Retailers recommend removing this statement or alternatively, changing the wording to be the same as the language under transportation: “Whether or not you sign a contract for gas supply, your natural gas will continue to be provided as it is now, without interruption”.
4.	“There is no guarantee of	This assumes that all retail products will not offer	Request that this statement be removed or suggest wording to the

#	Reference	Issue	Recommendations/Supporting References
	energy cost savings if you sign the contract”.	savings to customers, which is not accurate.	effect: “Dependent on the Terms & Conditions of the contract and the fluctuations in energy prices, you may or may not save money by receiving your energy supply from a licensed retailer”, or alternatively as provided in the scripts provided as Attachments herein.
5.	“You will enter into a contract if you sign the contract in the places required”.	This is obvious, redundant and respectfully, questions the consumer’s common sense.	Request that this statement be removed. The other statements in the Disclosure Statement provide context of the rights and obligations undertaken by the consumer signing the contract, including their cancellation rights.
6.	“Carefully read the contract and make sure you understand it before you sign it”.		Suggested alternate wording: “Please ensure that you have read and understood the terms and conditions before signing”.
7.	General Comment	Separate disclosure statements required for electricity and gas.	We respectfully request that the Board consider a single disclosure statement for electricity and gas in order to allow for a simplified customer experience with dual fuel sales. <i>(This request applies similarly for Verification Scripts).</i> The Suppliers have provided a template Disclosure Statement as an attachment in this regard.
8.	Gas Renewal Disclosure	“You can renew or extend your contract by telephone	Gas renewals may be conducted via web, and the language in the disclosure

#	Reference	Issue	Recommendations/Supporting References
	Statement:	or by sending a signed copy of the renewal or extension form back to the Marketer”	statement should be changed to reflect this.

515 **Board Notice Attachment D: Verification Scripts:**

#	Reference	Issue	Recommendations/Supporting References
1.	General		Any items included in the disclosure statement that are also required in the script are repetitive and should be removed.
2.	General		Retailers suggest that the Board direct that it conduct a review of the customer impacts of the scripts within 30 days of implementation, or on a date as determined by the Board and allow for an ongoing process that allows for the revision of scripts based on stakeholder feedback.
3.	General	Separate verification scripts required for electricity and gas.	We respectfully request that the Board consider a single verification script for electricity and gas in order to allow for a simplified customer experience with dual fuel sales. A proposed script template is attached.
4.	Verification scripts, Introduction	Introduction in the Inbound & Outbound verification call scripts.	Outbound: In the introduction it does not identify the reason for the call with the customer. Part 7 of the script should be moved closer to the beginning of the script.

#	Reference	Issue	Recommendations/Supporting References
5.	Verification scripts, Introduction.	Inbound: In the introduction it does provide an opportunity to confirm the reason for the call with the customer.	Request that we clearly ask the customer to confirm their call intent by adding after the Marketer name – “Can we confirm that you are calling to verify your contract you signed on <date>?”
6.	Verification scripts, part 3.	All calls, where the response received is negative to comfort level to continue in English.	Request that we have the ability to ask if there is a more convenient time that we can call back to speak to someone who can assist you with English.
7.	Verification scripts, part 4.	“Do you consent to a recording being made?”	Propose that we continue to advise that this call is being recorded for regulatory and quality control purposes.
8.	Verification scripts, part 5.	“You are entitled to a copy of the call...” As the verification has not yet started, this statement is very out of place.	Recommend removing it all together or moving it to the end of the call.
9.	Verification scripts, part 8.	“We are legally allowed to contact you to verify your contract between day 10-30”	Request to remove this information as it is already covered in the disclosure statement. Additionally it is not necessary nor provides any benefit to the consumer to know that we are legally allowed to do it. It adds no value.
10.	Verification scripts, part 9.	“You are under no obligation to verify this contract.”	Request to remove this information as it is already covered in the disclosure statement and provides no value to the consumer
11.	Verification scripts, part 10	Customer is requested to provide the date on which	As not all customers will recall the exact date that they may have entered into

#	Reference	Issue	Recommendations/Supporting References
		they received and signed the contract.	an agreement, which occurred some weeks previous to the verification call, it should be removed altogether, or alternatively, acceptable for the supplier to provide the customer with the date of the contract.
12.	Verification scripts, part 11	“<Retailer> 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?”	Request removal of the first sentence or at the very least, removal of the word “legally” as it has a negative connotation and provides no value to the customer to be reminded that they received the Disclosure pursuant to some legal requirement. Further, the document is not recognized or labeled as a “Disclosure Statement- it is entitled “Important Information About Electricity Contracts”. Therefore the verification script should always reference this title so the consumer can recognize which document is being referenced.
13.	Verification scripts, part 12.	“Did you read and understand the content of this disclosure statement?”	The way in which this can be taken by customers could be perceived as “talking down” to a customer. Request for it to be removed, or to be changed to “Do you have any questions regarding the information provided in the document?”
14.	Verification scripts, part 17.	“You should also be aware that energy cost savings under this contract are not	Request that this statement be removed or suggest wording to the effect: “you may or may not be

#	Reference	Issue	Recommendations/Supporting References
		guaranteed". This assumes that all retail products will not offer savings to customers, which is not accurate.	guaranteed savings for a specific period of time". Also, in the case where a supplier can offer a product which guarantee savings, they should be allowed to state this.
15.	Verification scripts, part 18.		This is duplicative of part 15, and should be removed.
16.	Verification scripts, part 19 and 20.	This section may seem like suppliers are re-selling the product.	This section should either be removed or moved to the top of the call.
17.	Verification scripts, part 22.		This section is duplicative of the disclosure statements and should be removed.

516 **Board Notice Attachment E: Renewal/Extension Scripts:**

#	Reference	Issue	Recommendations/Supporting References
1.	General		It is the Supplier's understanding that we will be allowed to explain the multiple offers that may be available in the renewal package, so long as the mandatory items in the renewal script are included in the call. The script rules need to be revised to be clear in this regard.

#	Reference	Issue	Recommendations/Supporting References
2	General	Customers contacting retailers to accept the renewal offers before the first 15 day wait period has expired. Under the proposed rules, retailers would need to advise customers to call back after the 15 day period. This is not customer friendly.	Retailers respectfully request the Board to clarify that the 15 day wait period for verification is related to outbound calls from the retailer to the customer; and should in no way preclude retailers from verifying contracts where the customer has initiated the contact to the retailer to confirm their acceptance. A consumer should not be told to call back if they contact the suppliers before the 15 th day.

517 **Board Notice Attachment F: Proposed GDAR Amendments:**

#	Reference	Issue	Recommendations/Supporting References
1.	Proposed Amendment to the GDAR, pages 22 and 23 of the Notice	The Board states on page 23, paragraph 1, that it sees no reason why the ability for a distributor to process a transfer request based on a customer cancellation should be limited to contracts with low-volume consumers, and is therefore proposing that it apply to all consumers.	This proposal should be rejected. Please see Section D of this submission. The ECPA applies to small volume consumers as defined and the Board should not direct rules which interfere with contractual affairs involving large volume consumers.

#	Reference	Recommendations/Supporting References
1.	Minister Duguid’s recent comments with respect to requiring the OEB to provide side by side price comparisons.	<p>Requiring line-by-line comparisons between utility rates and retail electricity offerings will in our view create a requirement that will be difficult, if not impossible, to comply with and will not provide consumers with accurate, timely data and relevant comparisons.</p> <p>Default (utility) consumers are charged a regulated commodity rate that changes every six months based on estimated Hourly Ontario Energy Prices, a forecast Global Adjustment charge averaged over the of six month period, and also contains forecast to actual price adjustments from the previous six month period. In contrast, at the time of the sale, retailers offer consumers a product suite that may contain fixed or variable pricing and terms from one to five years. Any comparison is further complicated owing to the addition of the previous month’s Global Adjustment charge to retailers’ charges. For these reasons, the requirement to provide a line by line comparison is not meaningful and furthermore may cause retailers to inadvertently misrepresent current (in-month) and future costs.</p> <p>Currently the Board offers a Bill Calculator on their website that allows customers to obtain a side-by-side comparison of a representative bill, using consumption information input by the customer, for both their current utility and under a retail contract. This existing tool should, in our view, be the vehicle by which consumers can comparison shop between various options. We would fully support a requirement that customers, at the time of sale, be provided with the Board’s website address and directions on accessing the Bill Calculator. The Bill Calculator, like the proposed line-by-line comparison, suffers in that it cannot factor in future price movements and only provides a snapshot comparison at today’s regulated rates. Nonetheless, it contains rates for all regulated utilities and is continually updated. It is, in our view, unnecessarily burdensome to require retailers to essentially duplicate that which is provided today by the regulatory authority.</p>

519 **K. Summary**

520

521 55. The Suppliers submit that the timeline for implementation of this material regulatory
522 change is not practical and strongly urges that the Board consider the recommendations
523 herein, most notably that a transition period must be established for introduction of
524 these changes. The Suppliers urge the Board to manage this concern with government
525 and coordinate a reasonable implementation timeline.

526 56. End use consumers should be provided with the opportunity to choose their suppliers
527 and products under oversight which offers reasonable consumer protections and
528 controls but also employs sensible business rules which do not obfuscate or impair the
529 convenience and clarity of the product offerings available to them.

530 57. The recommendations put forward in this submission aim to provide balance between
531 those two competing objectives and recognize that consumers choosing to purchase a
532 product from a company should not be subject to legalistic and onerous processes. The
533 legal requirements can be met while offering the consumer a practical and appropriate
534 sales and service experience.

All of which is respectfully submitted.



Gord Potter
Executive Vice President- Just Energy

On behalf of Just Energy and the Suppliers:

Michael Stedman
Vice President & C.O.O.- Active Energy Corp.

Gary Newcombe
Vice President- Direct Energy Marketing Ltd.

Gerry Haggerty
President & CEO- Summitt Energy Management Inc.

ATTACHMENT 1

Disclosure Statement for Bundled Offerings

Retailer Name _____ Salesperson Name _____

OEB Licence # _____ Salesperson ID# _____

Contract # (if applicable) _____

Important Information About Energy Supply Contracts (As of January 1, 2011)

- You are being offered a **contract for electricity supply and a contract for natural gas supply** by [name of retailer] (the "Retailer") for [insert number] years. The contract price is [insert details of price(s) for each commodity].
- The Retailer is licensed to sell energy in Ontario by the Ontario Energy Board but **does not represent your local utility**, and does not represent the Ontario Energy Board or the Government of Ontario.
- Whether or not you sign a contract for gas supply, your electricity and natural gas will continue to be provided as it is now, without interruption.

Essential Billing Information

For electricity:

- 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 and may result in a credit or charge to your utility bill. The average Provincial Benefit in 2009 was a charge of 2.9 ¢ per kilowatt hour.

For natural gas:

- 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 electricity and natural gas supply price charged by your utility but **does not regulate the price charged by the Retailer**.
- **More information on energy prices and other related charges** is available on the Ontario Energy Board's web site or by contacting its consumer relations center.

- Dependent on the Terms & Conditions of the contract and the fluctuations in energy prices, **you may or may not save money by receiving your energy supply from a licensed retailer**.
- 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 energy supply will continue with your utility.
- 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 energy will continue with your utility.
- As it pertains to your electricity contract, 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 energy supply without an interruption in supply.
- The law gives you certain other rights to cancel this contract. However, if you cancel the contract after the cancellation period noted above, 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.

ATTACHMENT 2

Base Disclosure Statement Changes:

Although the example is based on electricity, the recommended revised statements apply to all versions where applicable.

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 **does not represent your local utility**, while licensed by the Ontario Energy Board; it does not represent the Ontario Energy Board or the Government of Ontario.
- Whether or not you sign a contract for gas supply, your electricity and natural gas 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 and may result in a credit or charge to your account. 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.
- Dependent on the Terms & Conditions of the contract and the fluctuations in energy prices, **you may or may not save money by receiving your energy supply from a licensed retailer**.
- 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 continue with your utility.
- 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 continue with your utility.
- 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, if you cancel the contract after the cancellation period noted above, 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.

ATTACHMENT 3

Verification Scripts:

New Contracts

Renewals

Proposed Electricity Verification Call Script-New Contracts

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Verification Representative's Name]** and I am calling from **[Retailer Name]**.

2. May I please speak with **[Account Holder Name]**, the electricity account holder? **Y/N**

If No - Is their spouse available to speak with? **Y/N**

If No - Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity supply for this **[residence/ premise]**? **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.

3. You recently signed a **[Program Type]** contract with one of our Sales Representatives for the supply of your electricity commodity. I'm calling today to verify your agreement so I can process your enrollment.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Verification Representative's name]**. How may I assist you today?

Continue with script if consumer states that they wish to verify their **[Program Type]** electricity contract.

2. May I please 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 in regards to the electricity supply for this **[Residence/Premise]**? **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:

1. And are you comfortable conducting this call in English? **Y/N**

If No - Is there someone that can help translate or an authorized individual that can speak on your behalf? **Y/N**

If **No**, the call must be terminated. In the event that the verification representative deems the customer is unable to protect their own interests due to an inability to reasonably understand English, the call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? **Y/N**

If **No**, the call must be terminated.

3. Your contract must be verified between **10** and **30** days after you have signed it. Can you kindly confirm you received and signed the written copy of the **[Program Type]** contract on or about **<date>**?

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.

4. This call is to confirm that you wish to proceed with **[Retailer Name]** for the supply of your electricity commodity. Additionally, I would like to highlight certain key terms of your contract.

5. Did you receive a copy of the document entitled “Important Information about Electricity Contracts”? **Y/N**

If **no**, the call must be terminated.

6. Do you understand the information provided in this document? **Y/N**

7. Do you understand that you are not required to verify this contract and should you choose to exercise that right, you will not be charged a fee and your electricity supply will continue without interruption with your current supplier? **Y/N**

8. Do you understand that once this contract is verified, **[Retailer Name]** will become your electricity supplier? **Y/N**

9. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? **Y/N**

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

10. Please be advised that this contract **[does]/ [does not]** guarantee financial savings.

11. For verification purposes, can you please provide me with your Electricity account number?

Ensure the correct account number is recorded.

12. And the best telephone number to reach you is **[Customer's Telephone #]**

If no, ensure the correct telephone number is recorded.

13. May I please confirm the correct spelling of your name is **[Customer's Name]**? Y/N

If no, ensure the correct spelling is recorded.

14. Thank you and the correct spelling of your address is **[Customer's Address]**? Y/N

If no, ensure the correct spelling is recorded.

15. Can you please confirm that you agree to verify this program and proceed with the purchase of electricity under the **[Program Type]** contract for a term of **[Term]** years at a price of **[Contract Price]**? Y/N

If the consumer states that they do not wish to proceed with their electricity contract as they require more time, the call must be terminated.

16. Read if a Green Energy or Other Available Option Was Selected

Thank you. Also, you have selected **[Other options if applicable]** for an additional **[Price]** for a total contract price of **[Contract Price + other charges if applicable]**. Is this correct? Y/N

If customer requests to cancel/change contract options (as applicable), omit or re-read above confirmation as applicable.

17. As a reminder, you have **30** days from the date of your first bill to notify **[Retailer Name]** should you wish 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.

18. Thank you for your time. You should notice our toll free number appear on your electricity bill in **10-120** days. Should you have questions or wish to request a copy of this recorded call, please contact us at the contact information provided on your contract. For your records our toll-free number is **[Number]**.

19. You may 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 OEB Board's contact details.

Proposed Natural Gas Verification Call Script -New Contracts

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Verification Representative's Name]** and I am calling from **[Retailer Name]**.

2. May I please speak with **[Account Holder Name]**, the natural gas account holder? Y/N

If No - Is their spouse available to speak with? Y/N

If No - Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this **[residence/ premise]**? 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.

3. You recently signed a **[Program Type]** contract with one of our Sales Representatives for the supply of your natural gas commodity. I'm calling today to verify your agreement so I can process your enrollment.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Verification Representative's name]**. How may I assist you today?

Continue with script if consumer states that they wish to verify their **[Program Type]** natural gas contract.

2. May I please 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 in regards to the natural gas supply for this **[Residence/Premise]**? 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:

1. And are you comfortable conducting this call in English? Y/N

If No - Is there someone that can help translate or an authorized individual that can speak on your behalf? Y/N

If **No**, the call must be terminated. In the event that the verification representative deems the customer is unable to protect their own interests due to an inability to reasonably understand English, the call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? Y/N

If **No**, the call must be terminated.

3. Your contract must be verified between **10** and **30** days after you have signed it. Can you kindly confirm you received and signed the written copy of the **[Program Type]** contract on or about **<date>**?

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.

4. This call is to confirm that you wish to proceed with **[Retailer Name]** for the supply of your natural gas commodity. Additionally, I would like to highlight certain key terms of your contract.

5. Did you receive a copy of the document entitled “Important Information about Natural Gas Contracts”? Y/N

If **no**, the call must be terminated.

6. Do you understand the information provided in this document? Y/N

7. Do you understand that you are not required to verify this contract and should you choose to exercise that right, you will not be charged a fee and your natural gas supply will continue without interruption with your current supplier? Y/N

8. Do you understand that once this contract is verified, **[Retailer Name]** will become your natural gas supplier? Y/N

9. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? Y/N

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

10. Please note that after you confirm your program today, we will process your enrollment. Should you wish to cancel your agreement at any time, you may be required to pay cancellation fees as per your contract.

11. Please be advised that this contract **[does]/ [does not]** guarantee financial savings.

12. For verification purposes, can you please provide me with your Natural gas account number?

Ensure the correct account number is recorded.

13. And the best telephone number to reach you is **[Customer's Telephone #]**

If no, ensure the correct telephone number is recorded.

14. May I please confirm the correct spelling of your name is **[Customer's Name]**? Y/N

If no, ensure the correct spelling is recorded.

15. Thank you and the correct spelling of your address is **[Customer's Address]**? Y/N

If no, ensure the correct spelling is recorded.

16. Can you please confirm that you agree to verify this program and proceed with the purchase of natural gas under the **[Program Type]** contract for a term of **[Term]** years at a price of **[Contract Price]**? Y/N

If the consumer states that they do not wish to proceed with their natural gas contract as they require more time, the call must be terminated.

17. Read if a Green Energy or Other Available Option Was Selected

Thank you. Also, you have selected **[Other options if applicable]** for an additional **[Price]** for a total contract price of **[Contract Price + other costs if applicable]**. Is this correct? Y/N

If customer requests to cancel/change contract options (as applicable), omit or re-read above confirmation as applicable.

18. Thank you for your time. You should notice our toll free number appear on your natural gas bill in **10-120** days. Should you have questions or wish to request a copy of this recorded call, please contact us at the contact information provided on your contract. For your records our toll-free number is **[Number]**.

19. You may 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 OEB Board's contact details.

Proposed Electricity Contract Renewal/Extension Call Script

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Salesperson's Name]** and I am calling from **[Retailer Name]**.
2. May I please speak with **[Account Holder Name]**, the electricity account holder? **Y/N**

If No - Is their spouse available to speak with? **Y/N**

If No - Is there an individual with specific authorization from the account holder to make decisions in regards to the electricity supply for this **[Residence/Premise]**? **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.

3. You recently received a **[Program Type]** renewal/extension notice in the mail for the supply of your electricity commodity. I'm calling today to verify your agreement so I can process your renewal/extension.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Salesperson's Name]**. How may I assist you today?

Continue with script if consumer states that they wish to renew/extend their **[Program Type]** electricity contract.

2. May I please confirm that you are the electricity account holder? **Y/N**

If no - Is their spouse available to speak with? **Y/N**

If no - Is there an individual with specific authorization from the account holder to make decisions in regards to the electricity supply for this **[Residence / Premise]**? **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

1. And are you comfortable conducting this call in English? **Y/N**

If no - Is there someone that can help translate or an authorized individual that can speak on your behalf? **Y/N**

If no, the call must be terminated. In the event that the Sales Person deems the customer is unable to protect their own interests due to an inability to reasonably understand English. The call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? Y/N

If no, the call must be terminated.

3. This call is to confirm that you wish to **[Renew / Extend]** your contract with **[Retailer Name]** for the supply of your electricity commodity. Additionally, I would like to highlight certain key terms and conditions of the **[Renewal/Extension]** offer.

4. We sent you the **[Renewal /Extension]** offer on **[Date]**. Included with the offer notice was a document entitled “Important Information About Renewing or Extending Your Electricity Contract”, a copy of your existing contract with the terms and conditions and important information about your **[Renewal/Extension]**. Did you receive a copy of the **[Renewal / Extension]** offer? 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.

5. Do you understand the information provided in the document? Y/N

If no, answer any questions in a factual manner only and then reconfirm the question.

6. Do you understand that if you **[Renew / Extend]** your contract, **[Retailer Name]** will continue to be your electricity supplier? Y/N

7. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? Y/N

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

8. Please be advised that this **[Renewal/Extension]** contract **[does]/[does not]** guarantee financial savings.

9. For verification purposes, can you please provide me with your Electricity account number?

Ensure the correct account number is recorded.

10. And the best telephone number to reach you is **[Customer Telephone #]**

If no, ensure the correct telephone number is recorded.

11. May I please confirm the correct spelling of your name is **[Customer Name]**? Y/N

If no, ensure the correct spelling is recorded.

12. Thank you and the correct spelling of your address is **[Customer Address]**? Y/N

If no, ensure the correct spelling is recorded.

13. Can you please confirm that you agree to proceed with the **[Renewal/Extension]** of your contract for a term of **[Term]** years at a price of **[Contract Price]**? Y/N

If the customer states that they do not wish to renew/extend their electricity contract as they require more time, the call must be terminated.

If the renewal package contains different pricing/product offers, repeat or confirm the applicable offer with Question 13.

14. As a reminder, you have **14** days from today to notify **[Retailer Name]** if you wish to cancel your electricity **[Renewal/Extended]** contract. If you cancel your contract, you will be transferred to your local utility and the supply of your electricity will continue without interruption.

15. Thank you for your time. You may request a copy of the recording either today, **[Today's Date]** or at a later date which will be sent to you within **10** days 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]**.

16. You may 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 OEB Board's contact details.

Proposed Natural Gas Contract Renewal/Extension Call Script

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Salesperson's Name]** and I am calling from **[Retailer Name]**.
2. May I please speak with **[Account Holder Name]**, the natural gas account holder?
Y/N

If No - Is their spouse available to speak with? Y/N

If No - Is there an individual with specific authorization from the account holder to make decisions in regards to the natural gas supply for this **[Residence/Premise]**? 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.

3. You recently received a **[Program Type]** renewal/extension notice in the mail for the supply of your natural gas commodity. I'm calling today to verify your agreement so I can process your renewal/extension.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Salesperson's Name]**. How may I assist you today?

Continue with script if consumer states that they wish to renew/extend their **[Program Type]** natural gas contract.

2. May I please confirm that you are the natural gas account holder? Y/N

If no - Is their spouse available to speak with? Y/N

If no - Is there an individual with specific authorization from the account holder to make decisions in regards to the natural gas supply for this **[Residence / Premise]**? 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

1. And are you comfortable conducting this call in English? Y/N

If no - Is there someone that can help translate or an authorized individual that can speak on your behalf? Y/N

If no, the call must be terminated. In the event that the Sales Person deems the customer is unable to protect their own interests due to an inability to reasonably understand English. The call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? Y/N

If no, the call must be terminated.

3. This call is to confirm that you wish to **[Renew / Extend]** your contract with **[Retailer Name]** for the supply of your natural gas commodity. Additionally, I would like to highlight certain key terms and conditions of the **[Renewal/Extension]** offer.

4. We sent you the **[Renewal /Extension]** offer on **[Date]**. Included with the offer notice was a document entitled “Important Information About Renewing or Extending Your Natural Gas Contract”, a copy of your existing contract with the terms and conditions and important information about your **[Renewal/Extension]**. Did you receive a copy of the **[Renewal / Extension]** offer? 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.

5. Do you understand the information provided in the document? Y/N

If no, answer questions in a factual manner and then reconfirm the question.

6. Do you understand that if you **[Renew / Extend]** your contract, **[Retailer Name]** will continue to be your natural gas supplier? Y/N

7. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? Y/N

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

8. Please be advised that this **[Renewal/Extension]** contract **[does]/[does not]** guarantee financial savings.

9. For verification purposes, can you please provide me with your natural gas account number?

Ensure the correct account number is recorded.

10. And the best telephone number to reach you is **[Customer Telephone #]**

If no, ensure the correct telephone number is recorded.

11. May I please confirm the correct spelling of your name is **[Customer Name]**? Y/N

If no, ensure the correct spelling is recorded.

12. Thank you and the correct spelling of your address is **[Customer Address]**? Y/N

If no, ensure the correct spelling is recorded.

13. Can you please confirm that you agree to proceed with the **[Renewal/Extension]** of your contract for a term of **[Term]** years at a price of **[Contract Price]**? Y/N

If the customer states that they do not wish to renew/extend their natural gas contract as they require more time, the call must be terminated.

If the renewal package contains different pricing/product offers, repeat or confirm the applicable offer with question 13.

14. As a reminder, you have **14** days from today to notify **[Retailer Name]** if you wish to cancel your natural gas **[Renewal/Extended]** contract. If you cancel your contract, you will be transferred to your local utility and the supply of your natural gas will continue without interruption.

15. Thank you for your time. You may request a copy of the recording either today, **[Today's Date]** or at a later date which will be sent to you within **10** days 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]**.

16. You may 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 OEB Board's contact details.

ATTACHMENT 4

Verification Script for Bundled Offerings:

New Contracts

Renewals

Proposed Electricity and Natural Gas Verification Call Script- New Contracts

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Verification Representative's Name]** and I am calling from **[Retailer Name]**.

2. May I please speak with **[Account Holder Name]**, the electricity and natural gas account holder? Y/N

If No - Is their spouse available to speak with? Y/N

If No - Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity and natural gas supply for this **[residence/premise]**? 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.

3. You recently signed a **[Program Type]** contract with one of our Sale Representatives for the supply of your electricity and natural gas commodities. I'm calling today to verify your agreement so that I can process your enrollment.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Verification Representative's name]**. How may I assist you today?

Continue with script if consumer states that they wish to confirm their **[Program Type]** electricity and natural gas contract.

2. May I please confirm that you are the electricity and 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 in regards to the electricity and natural gas supply for this **[Residence/Premise]**? 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:

1. And are you comfortable conducting this call in English? Y/N

If No - Is there someone that can help translate or an authorized individual that can speak on your behalf? Y/N

If No, the call must be terminated. In the event that the verification representative deems the consumer is unable to protect their own interests due to an inability to reasonably understand English. The call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? Y/N

If No, the call must be terminated.

3. Your contract must be verified between **10** and **30** days after you have signed it. Can you kindly confirm you received and signed the written copy of the **[Program Type]** contract on or about **<date>**?

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.

4. This call is to confirm that you wish to proceed with **[Retailer Name]** for the supply of your electricity and natural gas commodities. Additionally, I would like to highlight certain key terms of your contracts.

5. Did you receive a copy of a document entitled "Important Information about Your Energy Supply Contracts"? Y/N

If no, the call must be terminated.

6. Do you understand the information provided? Y/N

If no, answer questions in a factual manner and then reconfirm the question.

7. Do you understand that you are not required to verify this contract and should you choose to exercise that right, you will not be charged a fee and your electricity and natural gas supply will continue without interruption with your current suppliers? Y/N

8. Do you understand that once this contract is verified, **[Retailer Name]** will become your electricity and natural gas supplier? Y/N

9. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? Y/N

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

10. Please be advised that **[contract] [does]/[does not]** not guarantee financial savings.

11. For verification purposes, can you please provide me with your electricity and natural gas account numbers?

Ensure the correct account numbers are recorded.

12. And the best telephone number to reach you is **[Customer's Telephone #]**

If no, ensure the correct telephone number is recorded.

13. May I please confirm the correct spelling of your name is **[Customer's Name]**? Y/N

If no, ensure the correct spelling is recorded.

14. Thank you and your correct address is **[Customer's Address]**? Y/N

If no, ensure the correct spelling is recorded.

15. Can you please confirm that you agree to verify **[electricity/natural gas]** program and proceed with the purchase of electricity and natural gas under the **[Program Type]** contract for a term of **[Term]** years at a price of **[Contract Price]** ? Y/N

Repeat question 15 for each supply contract.

If the consumer states that they do not wish to proceed with their electricity or natural gas contract as they require more time, the call must be terminated.

16. Read if a Green Energy or Other Available Option Was Selected

Thank you. Also, you have selected **[Other options if applicable]** for an additional **[Price]** for a total contract price of **[Contract Price + other costs if applicable]**. Is this correct? Y/N

If customer requests to cancel/change their option selection, omit or re-read above confirmation as applicable.

17. As a reminder, for your electricity contract you have **30** days from the date of your first bill to notify **[Retailer Name]** if you wish to cancel the contract. If you cancel within this timeframe, cancellation fees will not apply and you will be transferred back to your local utility **[current supplier]** for your electricity and natural gas supply.

18. Thank you for your time. You should notice our toll free number appear on your electricity and natural gas bill in **10-120** days. Should you have questions or wish to request a copy of this recorded call, please contact using the contact information provided on your contract. For your records our toll-free number is **[Number]**.

19. You may 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 OEB Board's contact details.

Proposed Electricity and Natural Gas Contract Renewal/Extension Call Script

Outbound Introduction:

1. Good **[Morning/Afternoon/Evening]**, my name is **[Salesperson's Name]** and I am calling from **[Retailer Name]**.
2. May I please speak with **[Account Holder Name]**, the electricity and natural gas account holder? Y/N

If No - Is their spouse available to speak with? Y/N

If No - Is there an individual with specific authorization from the account holder to make decisions in regards to the electricity and natural gas supply for this **[Residence/Premise]**? 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.

3. You recently received an electricity and natural gas **[Program Type]** **[Renewal/Extension]** notice in the mail for the supply of your electricity and natural gas commodities. I'm calling today to verify your agreement so I can process your **[Renewal/Extension]**.

Inbound Introduction:

1. Thank you for calling **[Retailer Name]**, my name is **[Salesperson's Name]**. How may I assist you today?

Continue with script if consumer states that they wish to **[Renew/Extend]** their **[Program Type]** electricity and natural gas contract.

2. May I please confirm that you are the electricity and natural gas account holder? Y/N

If No - Is their spouse available to speak with? Y/N

If No - Is there an individual with specific authorization from the account holder to make decisions in regards to the electricity and natural gas supply for this **[Residence/Premise]**? 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

1. And are you comfortable conducting this call in English? Y/N

If No - Is there someone that can help translate or an authorized individual that can speak on your behalf? Y/N

If No, the call must be terminated. In the event that the Sales Person deems the consumer is unable to protect their own interests due to an inability to reasonably understand English. The call must be terminated.

2. Just to let you know, this call is being recorded for quality and regulatory purposes. Are you comfortable with this call being recorded? Y/N

If No, the call must be terminated.

3. This call is to confirm that you wish to **[Renew/Extend]** your contracts with **[Retailer Name]** for the supply of your electricity and natural gas commodities. Additionally, I would like to highlight certain key terms and conditions of the **[Renewal/Extension]** offer.

4. We sent you the electricity and natural gas **[Renewal/Extension]** offer on **[Date]**. Included with the offer notice was a document entitled "Important Information about Renewing or Extending Your Contracts", a copy of your existing contracts with the terms and conditions and important information about your **[Renewal/Extension]**. Did you receive a copy of the electricity and natural gas **[Renewal/Extension]** offer? 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.

5. Do you understand the information provided in the document? Y/N

If No, answer questions in a factual manner and then reconfirm the question.

6. Do you understand that if you **[Renew/Extend]** your contracts, **[Retailer Name]** will continue to be your electricity and natural gas supplier? Y/N

7. Also, do you understand that **[Retailer Name]** is not your local utility, and does not represent the Ontario Energy Board or the Government of Ontario? Y/N

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

8 Please be advised that this electricity and natural gas **[Renewal/Extension]** contract **[does]/[does not]** not guarantee financial savings.

9. For verification purposes, can you please provide me with your electricity and natural gas account numbers?

Ensure the correct account numbers is recorded.

10. And the best telephone number to reach you is **[Customer Telephone #]**

If **No**, ensure the correct telephone number is recorded.

11. May I please confirm the correct spelling of your name is **[Customer Name]**? Y/N

If **No**, ensure the correct spelling is recorded.

12. Thank you and your correct address is **[Customer Address]**? Y/N

If **No**, ensure the correct spelling is recorded.

13. Can you please confirm that you agree to proceed with the electricity and natural gas **[Renewal/Extension]** of your contract for a term of **[Term]** years at a price of **[Contract Price]**? Y/N

Repeat question 13 for each supply contract

If the customer states that they do not wish to **[Renew/Extend]** their electricity and natural gas contract as they require more time, the call must be terminated.

If the renewal package contains different pricing/product offers, repeat or confirm the applicable offer with question 14.

14. As a reminder, you have **14** days from today to notify **[Retailer Name]** if you wish to cancel your electricity or natural gas **[Renewal/Extended]** contracts. If you cancel within this timeframe, cancellation fees will not apply and you will be transferred back to your local utility for your electricity and natural gas supply.

15. Thank you for your time. You may request a copy of the recording either today, **[Today's Date]** or at a later date which will be sent to you within **10** business days of the request. Please contact us at the contact information provided on your **[Renewal/Extension]**

16. You may 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 OEB Board's contact details.