

EB-2010-0221

Complainant Witness Binder – Index

Witness JT/DB (Agent MG – Contract number F781953)

Tab	Document
A	Signed contract, if any
B	Any other documents the complaint claims were left with the Complainant
C	Any written complaint to Summitt
D	Any written response from Summitt
E	Any other record of correspondence between the Complainant and Summitt
F	Any written complaint to the Board
G	Complaint Response Form
H	Additional Documents Summitt claims were left with the Complainant
I	Additional communications between Complainant and Summitt

TAB A



**SUMMITT
ENERGY**

REGISTRATION FORM

COMPREHENSIVE ENERGY PRICE PROTECTION PROGRAM

Summitt Energy, 1350 M. Jordan Dr., Suite 605, Madison, WI 53703

955.366.7959, 1.877.222.9520, 1.877.222.7283, www.summittenergy.com, List and act with your local utility company.

F 781 353

ACCOUNT HOLDER INFORMATION		COM102
<input type="checkbox"/> Mr. [REDACTED] [REDACTED] <input type="checkbox"/> Mrs. [REDACTED] [REDACTED] <input type="checkbox"/> Ms. [REDACTED] [REDACTED] First Name of Account Holder (from Bill) Last Name of Account Holder (from Bill)		
<input type="radio"/> Business [REDACTED] Business Name		
Street Address [REDACTED]		
City [REDACTED]	Province [REDACTED]	Postal Code [REDACTED]
SUMMITT ENERGY NATURAL GAS PROGRAM (Includes Blend & Extend Option) License # EGM-2005-0542 I select the following term (the "Term of the Agreement") and price (the "Price"):		
<input checked="" type="radio"/> 5 Years at 35.8 cents/m ³		
<input type="checkbox"/> ENBRIDGE ACCOUNT # [REDACTED]		
<input checked="" type="checkbox"/> UNION ACCOUNT # [REDACTED]		
First & Alpha-Numbers (from Name on Bill) [REDACTED] Postal Code (from Bill) [REDACTED]		
SUMMITT ENERGY ELECTRICITY PROGRAM (Includes Blend & Extend Option) License # ER-2005-0541 I select the following term (the "Term of the Agreement") and price (the "Price"):		
<input checked="" type="radio"/> 5 Years at 8.78 cents/kWh		
UTILITY ACCOUNT # [REDACTED]		
Utility Name <u>ENERGY + CAMBRIDGE AND NORTH DUMFRIES HYDRO</u>		
First & Alpha-Numbers (from Name on Bill) [REDACTED] Postal Code (from Bill) [REDACTED]		
I understand the Comprehensive Energy Protection Program Agreement (the "Agreement") with Summitt Energy Inc. ("Summitt") which is an Ontario Energy Board ("OEB") licensed utility. The Agreement relates to customers who consume less than 20,000 kWh of electricity per year. This Agreement will not be applied to customers who are not registered with the OEB. Section 26.2 of the Ontario Energy Board Act (the "Act") states that the OEB may, after the 10th day and before the 15th day following the day on which a written copy of the Agreement is submitted to the OEB, suspend the Agreement if the Agreement is not approved by the OEB. The Agreement, as approved by the OEB, will be applied to the customer's account. The Agreement will be applied to the customer's account if the customer's account number is provided in the space above.		
Phone # [REDACTED] Other Phone # [REDACTED] Ext. [REDACTED]		
<input checked="" type="checkbox"/> Signature [REDACTED] Date Signed <u>04/08/09</u> Signature is the authority to sign on behalf of the Applicant		
<input checked="" type="checkbox"/> Print Name [REDACTED] Relationship to Account Holder (Title if professional)		
Effective Nov 1, 2008 consumers with a time-of-use meter will pay 8.8 cents/kWh for on-peak times, 7.2 cents/kWh for mid-peak times and 4.0 cents/kWh for off-peak times. Consumers on the Regulated Price Plan (RPP) will pay 5.6 cents/kWh up to a certain threshold per month and 6.5 cents/kWh above that threshold. Please see the Customer Agreement with Terms and Conditions for your Consumer's Rights and Buyer's Right to Cancel.		
Representative Signature [REDACTED] Representative Name [REDACTED] Representative Address Number [REDACTED]		

TAB B

TAB C

TAB D



February 9, 2010

[REDACTED]

Dear [REDACTED]:

Re: Summitt Energy Contract Number F781953

This letter is to inform you that contract number F781953 for a 5 year natural gas and electricity price protection plan has been cancelled as per your request.

Summitt Energy will be sending a drop request to your local Utility to remove Summitt's program from your account. Your Utility will set the effective drop date which can be one to two billing cycles (up to 60 days) from the time your contract is canceled with Summitt Energy.

If you require any further assistance, please call our toll free customer service number at 1-877-222-9520

Regards,

Customer Service
Summitt Energy
Phone: 877-222-9520
Fax: 905-366-7063/877-222-4410
Email: customerservice@summittenergy.ca



January 22, 2010

Via: Mail



Dear [REDACTED]

Re: F781953
39458721711136

As requested enclosed please find a copy of your contract F781953.

Should you have any questions regarding the enclosed documents, please contact our Customer Service Department at 1-877-222-9520

Regards,

Customer Service
Summitt Energy
Phone: 877-222-9520
Fax: 905-366-7063/877-222-4410
Email: customerservice@summittenergy.ca

Encls

TAB E

TAB F

Ontario Energy Board
COMPLAINT FILE SUMMARY

2/23/2010

File Number: 2010-0001395

Date Received: 20/01/2010

File Status: Closed

Consumer Information

Name: [REDACTED]

Address 1: [REDACTED]

Address 2:

City: [REDACTED]

Province: [REDACTED]

Postal Code: [REDACTED]

Telephone: [REDACTED]

Fax:

Email: [REDACTED]

Utility/LDC Information

Account Number: 3945872171136

Licence Type: Gas Distributor

Utility Name: Union Gas Limited

Marketer/Retailer Information

Licence Type: Gas Marketer

Marketer/Retailer Name: Summitt Energy Management Inc.

**Marketer/Retailer (or
Licence) No.:** GM-2005-0542

Agent Name: [REDACTED]

Wearing ID: Unknown

Provided Business Card: Unknown

Wearing Uniform: Unknown

**Privacy Consent
Confirmed:** Yes

COMPLAINT FILE SUMMARY**Complaint Information****Complaint Details:**

Preferred Communication Method: E-mail

Utility: Union Gas/Summitt

Marketer/Retailer: Summitt Energy

Best time to reach: No Preference

Hello, my wife and I were completely trapped by

a Summitt Energy Sales Rep. and we feel totally duped by this Sale Rep. A sales rep.

names [REDACTED] (only name given to me by Summitt) came to my door on April 8th, 2009

to sign us up for a Summitt Energy Contract. This sales re. completely lied to us on the pricing we were suppose to receive. He told us that we were going to get a

CAPPED rate of \$0.35 and that as the price of gas went down, so would our price but

it would never go higher than \$0.35. He told us that the current rate was \$0.42, which was also a lie. He also told us that as the price went up, it would never go over the \$0.35 cent mark. I reiterated this with this sales rep at least 3 times and he responded "Yes, that's CORRECT". He told us that this was a special offer because the people that lived at the house previously had the same rates and we were

able to continue with their contract. We received our first major bill of the winter the other day which was for December and we were charged at the \$0.35 rate.

Union

Gas rate is currently \$0.18. This sales rep. sold us this product based on false information and completely lied to us to get his commission. As it turns out this is a FIXED rate and will NEVER go up or DOWN. When I spoke to the customer service

rep at Summitt he told me that I can cancel the contract but only for a \$698.10 fee.

He also asked if I read the contract. Well I'm not a lawyer and most of those contracts

are worded as if any regular person reading them is one. The Sales Rep. also told me that I HAD to sign up that day to get this "SPECIAL" offer. Our bill was \$150.00

more for the month of December than the current rates that Union Gas Currently has.

I would like to get out of this contact but the fee of \$700 is absurd!!

Is

there anything that can be done??

Thanks for your time in this matter.

[REDACTED]
Primary Account Number: [REDACTED]**Requested Action:**

Cancel Contract Without Penalty

OEB Action:

CCR Form sent to Licensee

COMPLAINT FILE SUMMARY

Classification	Topic	Sub Topic
Agent Conduct	Misleading information provided by agent	
Agent Conduct	Misrepresentation of price	

TAB G

Date Printed : June 22, 2010
Time Printed: 10:33:15AM

Consumer Complaint Response

2010-0001395

Assignment

Licensee Name
Summitt Energy Management Inc.

Licensee E-mail: compliance@summittenergy.ca

Licensee Phone: +1 (905) 366-7035

CCR Complaint Status

Completed

Licensee Representative

Agent Name [REDACTED]

Agent ID

Date Received

01/20/2010

Sent to Licensee Date

01/25/2010

Licensee Date Due

02/12/2010

Licensee Response Date

01/20/2010

Complaint Details

Reference Number

2010-0001395

Consumer Name

[REDACTED]

Representative Name

Energy Type

Gas

Consumer Address

[REDACTED]
[REDACTED]
[REDACTED]

Representative Address

Account Number

3945872171136

Consumer Phone

[REDACTED]

Representative Phone

Consumer Email

[REDACTED]

Representative E-mail

Classification

Agent Conduct

Topic

Misrepresentation of price

Sub-Topic

Synopsis

Preferred Communication Method: E-mail
Utility: Union Gas/Summitt
Marketer/Retailer: Summitt Energy

Best time to reach: No Preference

Hello, my wife and I were completely trapped by a Summitt Energy Sales Rep. and we feel totally duped by this Sale Rep. A sales rep. names [REDACTED] (only name given to me by Summitt) came to my door on April 8th, 2009 to sign us up for a Summitt Energy Contract. This sales re. completely lied to us on the pricing we were suppose to receive. He told us that we were going to get a CAPPED rate of \$0.35 and that as the price of gas went down, so would our price but it would never go higher than \$0.35. He told us that the current rate was \$0.42, which was also a lie. He also told us that as the price went up, it would never go over the \$0.35 cent mark. I reiterated this with this sales rep at least 3 times and he responded "Yes, that's CORRECT". He told us that this was a special offer because the people that lived at the house previously had the same rates and we were able to continue with their contract. We received our first major bill of the winter the other day which was for December and we were charged at the \$0.35 rate. Union Gas rate is currently \$0.18. This sales rep. sold us this product based on false information and completely lied to us to get his commission. As it turns out this is a FIXED rate and will NEVER go up or DOWN. When I spoke to the customer service rep at Summitt he told me that I can cancel the contract but only for a \$698.10 fee. He also asked if I read the contract. Well I'm not a lawyer and most of those contracts are worded as if any regular person reading them is one. The Sales Rep. also told me that I HAD to sign up that day to get this "SPECIAL" offer. Our bill was \$150.00 more for the month of December than the current rates that Union Gas Currently has.

I would like to get out of this contact but the fee of \$700 is absurd!!

Is
there anything that can be done??

Thanks for your time in this matter.

[REDACTED]
Primary Account Number: [REDACTED]

Consumer Resolution Requested

Cancel Contract Without Penalty

Privacy Consent

Approval to share info with OEB

Yes

Approval to share info with stakeholder

Yes

Approval to share info with 3rd party

Yes

Questions**Answers**

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

Sign date: April 8, 2009
Reaffirmation date: April 20, 2009
Flow start date Gas: July 1, 2009

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

Summitt emailed the customer on January 26, 2010 advising them Summitt received their complaint.

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

On January 22, 2010 the customer requested a copy of the contract, and reaffirmation call.

Summitt mailed the customer a exit fee letter on January 22, 2010.

Summitt mailed the customer a copy of the contract on January 22, 2010.

The licensee resolution including timing and method of communication with consumer.

Summitt will cancel the contract without penalty as a customer service gesture.

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

Summitt forwarded the complaint to the sales agent's manager for review and retraining purposes.

What is the timing for resolution to be implemented?

The contract was cancelled on February 9, 2010. It will take the utility 1-2 billing cycles to remove Summitt from the bill.

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

Summitt emailed the customer a cancellation letter on February 9, 2010.

Attach same copies as above to OEB.

See attached for a copy of the contract, reaffirmation call, contract copy letter and cancellation letter.

Supporting Material

CA_F781953_20100209104408.PDF

CC_F781953_20100122103419.PDF

F781953.jpg

Licensee Closure

Resolution

Contract and Reaffirmation Valid

Action

Consumer Drop as Customer Service Gesture

CCR Completed By

Nmatadin

Reimbursement Amount

Additional Comments

TAB H



**SUMMITT
ENERGY**

REGISTRATION FORM

COMMERCIAL ENERGY PRICE PROTECTION PROGRAM

F 781953

Summitt Energy, 100 Merton Dr., Suite 600, Middletown, CT 06457
905.366.7959, 1.877.222.9520, fax 905.366.7953, www.summittenergy.ca, contact@summittenergy.ca

ACCOUNT HOLDER INFORMATION		COM102
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. First Name of Account Holder (from Bill) Last Name of Account Holder (from Bill)		
<input type="radio"/> Business Business Name		
Street Address		
City	Province	Postal Code
SUMMITT ENERGY NATURAL GAS PROGRAM (Includes Blend & Extend Option) License #EGM-2005-0542		
I select the following term (the "Term of the Agreement") and price (the "Price"):		
<input checked="" type="checkbox"/> 5 Years at 35.8 cents/m ³		
<input type="checkbox"/> ENBRIDGE ACCOUNT #		
<input checked="" type="checkbox"/> UNION ACCOUNT # <u>3,9,4,5,8,7,2,1,7,1,1,1,3,6,1</u>		
First 4 Alpha-Numeral (from Name on Bill)		Postal Code (from Bill)
SUMMITT ENERGY ELECTRICITY PROGRAM (Includes Blend & Extend Option) License #ER-2005-0541		
I select the following term (the "Term of the Agreement") and price (the "Price"):		
<input checked="" type="checkbox"/> 5 Years at 8.78 cents/kWh		
UTILITY ACCOUNT #		
Utility Name <u>ENERGY + CAMBRIDGE AND NORTH DUMFRIES HYDRO</u>		
First 4 Alpha-Numeral (from Name on Bill)		Postal Code (from Bill)
<p>The Commercial Energy Protection Program (Agreement) is with Summitt Energy LP ("Summitt"), which is an Ontario Energy Board (OEB) licensed electricity and natural gas retailer. For Customers who consume less than 50,000 kWh of gas or 100,000 kWh of electricity, this Agreement will not be a contract unless it conforms in accordance with Section 80.8 of the Ontario Energy Board Act. Within 10 days after the 10th day and before the 15th day following the day on which I receive a written copy of the Agreement, I agree to sign on behalf of Summitt, my amendments, either written or verbal, to the Registration Form or Terms and Conditions will be accepted. You acknowledge your ability to provide us your account number which will be included in the space above.</p>		
Phone #	Other Phone #	Ext.
<input checked="" type="checkbox"/> Signature (I have the authority to sign on behalf of the Applicant)		Date Signed <u>04/08/09</u>
<input checked="" type="checkbox"/> Print Name		Relationship to Account Holder (Title if applicable)
<p>Effective Nov 1, 2008 consumers with a time-of-use meter will pay 8.8 cents/kWh for on-peak times, 7.2 cents/kWh for mid-peak times and 4.0 cents/kWh for off-peak times. Consumers on the Regulated Price Plan (RPP) will pay 5.6 cents/kWh up to a certain threshold per month and 6.5 cents/kWh above that threshold. Please see the Customer Agreement with Terms and Conditions for your Consumer's Rights and Buyer's Right to Cancel.</p>		
Representative Signature	Representative Name	Representative Number
		<u>NC 1721</u>

DB/JT
REGISTRATION FORMS

BINDER 1

(Summitt Energy Sales Kit)

TAB 1 (e)

DB/ST

TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 2(c)

DB/JT

CERTIFICATES / BUSINESS
CARDS

BINDER 1

(Summit Energy Sales Kit)

TAB 3 (a)

DB/JT

OEA BROCHURE

BINDER 1

(Summitt Energy Sales Kit)

TAB 4

DB/JT

EVERGREEN PROGRAM
STICKER

BINDER 1

(Summitt Energy Sales Kit)

TAB 8

DB/JT

EVERGREEN PROGRAM

REGISTRATION FORM

BINDER 1

(Summitt Energy Sales Kit)

TAB 9

DB/JT

EVERGREEN PROGRAM TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 10

TAB I

Reaffcalls in mp3

Complainant Name: D.B. [name redacted]
Contract Number: NC1721 MG **F781953**-5197214550_KObese-
jecty__090420__115001.MP3
Date and Time of Call: 2009/04/20
Transcribed by: Janet White

Summitt Hey J.T [name redacted]
D.B. [name redacted] I'm sorry, she's not available until Saturday. Can I take a
message? Is this Reliance?
Summitt Un no. Is this D.B. [name redacted]?
D.B. [name redacted] Yes
Summitt Hi D.B. [name redacted]. It's Summitt Energy calling. We
were at your home on the 8th of April for your natural gas.
D.B. [name redacted] Yea
Summitt And your electrical price protection.
D.B. [name redacted] Yea
Summitt That's [address redacted]
D.B. [name redacted] Yea
Summitt Okay good and the agent left a brochure and a copy of the
agreement that you signed. Is that correct?
D.B. [name redacted] Yea
Summitt Okay and you are the account holder or the spouse of the
account holder. Is that correct?
D.B. [name redacted] Yea
Summitt Okay so Summitt provide your natural gas protection 35.8
cents cubic meter. Your electricity 8.78 cents kilowatt
hours. Both rates are guaranteed not to increase for the 5
years. In order to complete the
D.B. [name redacted] No we didn't sign anything for the electricity though.

Summitt Oh it was just the natural gas?

D.B. [name redacted] Yeah he didn't talk to us about the electricity.

Summitt Okay let me make, I will take that off. So I will just put a note here that you didn't so you just want for the natural gas?

D.B. [name redacted] Well no one talked to us about the electricity. If you want to send someone out to talk to us about the electricity sure I'll

Summitt Okay

D.B. [name redacted] Sure I'll be sure to listen

Summitt Okay so want I will do I will cancel the electricity for now and if you are interested in the electricity you give us a call and we will set that up for you as well. Okay?

D.B. [name redacted] Okay

Summitt Okay so to complete the price protection for your natural gas we need your verbal confirmation. Can you please confirm the natural gas program by responding with the word yes.

D.B. [name redacted] Yup

Summitt All right if you have any questions about the gas just give us a call and if you are ready to do the electricity give us a call at our toll free number as well and then we will set it up for you then okay

D.B. [name redacted] Okay thank you

Summitt Okay thank you very much and you have a good day.

D.B. [name redacted] You to bye bye

Summitt Bye

OEB Order EB-2010-0221

Complainant Name: J.T. and D.B. [name redacted]

Contract Number: F781953-4

Date and Time of Call: 20100119 @ 2:12 pm

Transcribed by: Isla Warren

Summitt: Thank you for calling Summitt, how can I help you.

Customer: Hi how are you?

Summitt: Good, you?

Customer: Not too bad. I need to go over my bill and this thing I signed with you guys and make sure it's like legit because this is ridiculous. I was told something different that's actually happening.

Summitt: Okay, what's your phone number?

Customer: [telephone number redacted]

Summitt: One moment sir. Just give me a moment sir to bring up your account.

Customer: Ya.

Summitt: For security can you verify first and last name and address?

Customer: On the bill or me?

Summitt: You sir.

Customer: D.B. [name redacted], [address redacted].

Summitt: Okay, how can I help you D. [name redacted]?

Customer: When someone approached me at door and explained the capping of the gas price, that's exactly what it was – a cap only – not a fixed price. It was a cap only. Now I'm being charged .35 and he told me as the price of gas goes down my price will go down but it will never go up past the .35. I'm being charged .35 and the actual rate right now is .20.

Summitt: You're with Union? Union Gas?

Customer: Ya, I think so.

Summitt: I think they're about .18. But anyways, sir. Okay, after you signed with this gentleman did you read it?

Customer: I went by what he explained to me.

Summitt: Okay, because in the contract it doesn't say anything about a cap. It actually states that it is a fixed price plan and exactly what price you are paying for that. It doesn't mention anything about any sort of cap or anything sir.

Customer: Well that's what was explained to me.

Summitt: That's what he said?

Customer: Ya.

Summitt: You sure? Okay, because if I go to get this cancelled, more than likely they're going to charge you a fee.

Customer: And what's that fee going to be? I want to hear the record of me saying yes to it on the phone too because I don't recall that which you have to do.

Summitt: Ya, 698.10. That's no problem sir. What I'll do...Do you have an email address?

Customer: Pardon me?

Summitt: Do you have an email address?

Customer: Ya.

Summitt: I'll get all your info and I'll get that call sent out to you.

Customer: And the document I signed too.

Summitt: Yeah, that's no problem.

Customer: What did you say, \$698.10?

Summitt: That's right sir.

Customer: What a fucking joke.

Summitt: Don, how come you never read over what the gentleman left with you?

Customer: Because he explained it to me - what was happening. I mean like me and my wife were both right there. He explained it to both of us. He didn't say it was a fixed rate.

Summitt: You guys didn't decide to just take a look over it and just verify.

Customer: The documentation is all -- it's not even legible half of it. Like do you guys .. is that what you go out to do, is rip fucking people off or what?

Summitt: No sir, not at all.

Customer: Absolutely. How do you mean no? The price is .18 you're charging me .35.

Summitt: Well sir, the reason why we're charging you slightly higher...

Customer: Slightly? Double!

Summitt: Sir, that .18 is not guaranteed for any length of time...

Customer: Whatever, you need to send me the documentation. The phone call.

Summitt: Okay. What's your email address sir.

Customer: [email address redacted]

Summitt: Is the D. [name redacted] capital D?

Customer: No

Summitt: Ya

Customer: at [email address redacted].

Summitt: [email address redacted]. Okay, sir I'll send that. You'll have that in your email. Give it 24 to 48 hours sir.

Customer: What will I have in my email?

Summitt: The reaffirmation call and the contract.

Customer: Alright.

Summitt: Okay sir.

Customer: Thanks.

OEB Order EB-2010-0221

Complainant Name: J.T. and D.B. [name redacted]
Contract Number: F781953-3
Date and Time of Call: 20100119 @ 2:34 pm
Transcribed by: Isla Warren

Summit: Thank you for calling Summitt Energy, this Frank speaking, how can I help you?

Customer: Hi how are you?

Summit: I'm doing well thanks.

Customer: I just talked someone about my bullshit bills and I want to know who the sales rep and stuff was that duped me into this fucking horseshit.

Summit: Sir, can I have your phone number please?

Customer: [telephone number redacted]

Summit: Now, let me ask you something. I mean, I haven't pulled up your account or anything like that but whether you get to know the person's name or not, is that going to make a difference?

Customer: Ya it is. It is for my lawyer absolutely.

Summit: Well, if you're going to your lawyer then what happens at that point and I'm sure your lawyer knows this. They will send information over to Summitt Energy and a...

Customer: I want the sales rep's name right now.

Summit: Okay. Um, like I said it won't make a difference.

Customer: It will to me. I want the name.

Summit: Sure, what's your name please sir?

Customer: D.B. [name redacted].

Summit: And what's your address sir?

Customer: [address redacted].

Summit: Okay. Now, I can provide you with the first name. I cannot provide you with the last name. So, his first name is M. [name redacted].

Customer: And what was the date?

Summit: The date it was signed – it was April 8, 2009.

Customer: And when was the call made?

Summit: The reaffirmation was on April 20th, 2009.

Customer: Thank you.

Summit: Thanks a lot. Bye, bye.

OEB Order EB-2010-0221

Complainant Name: J.T. [name redacted] and D.B. [name redacted]
Contract Number: F781953-2
Date and Time of Call: 20100122 @ 10:26 am
Transcribed by: Isla Warren

Summitt: Thank you for calling Summitt Energy. How can I help you today?
Customer: Hi, how are you?
Summitt: Doing good.
Customer: Uh, you guys were supposed to email me my contract and the verbal agreement and haven't done it. I called on the 19th. You told me 24 hours. It's now been three days.
Summitt: What is your phone number on the account please?
Customer: [telephone number redacted]
Summitt: [telephone number redacted].
Customer: Yep.
Summitt: One moment please. Your name and address for security please.
Customer: D.B. [name redacted], [address redacted].
Summitt: Okay. So, this was sent out for review on the 19th and it takes two weeks for you to receive your verbal confirmation call. Not a couple of days.
Customer: What? No, no, no, no. I called on the 19th, I want a copy of my contract and a copy of the verbal agreement sent to me in an email.
Summitt: Sir, it takes seven to ten business days for you to receive that. It has to be forwarded to the quality assurance department to pull that out. It doesn't take two days.
Customer: Well that's what they told me – 24 to 48 hours.
Summitt: No, that doesn't take 24 or 48 hours. It takes 48 hours for your to receive a copy of the contract by fax.
Customer: Well, I haven't received the contract.
Summitt: You haven't received it?

Customer: No.

Summitt: Okay, I'll contact the registration department to find out why you haven't received it. Just give me one moment here.

Customer: I want it emailed to me. I gave him my email address.

Summitt: Can you just confirm your email please?

Customer: [email address redacted].

Summitt: I'll reforward this to the registration department and they will send it out to you today before 4:30. The copy of the reaffirmation call takes seven to ten business days.

Customer: And how will I receive that?

Summitt: You will also get that by email as well.

Customer: Thank you.

Summitt: Have a nice day.

Customer: Bye.

OEB Order EB-2010-0221

Complainant Name: J.T. [name redacted] and D.B. [name redacted]

Contract Number: F781953-1

Date and Time of Call: 20100125 @ 11:29 am

Transcribed by: Isla Warren

Summitt: Good morning, customer service, Stephanie speaking.

Customer: Good morning Stephanie, it's Joyce calling you back from G.M.'s [name redacted] office.

Summitt: Hi Joyce.

Customer: Hi. On Mr. D.B. [name redacted].

Summitt: Ya, just let me pull it here. D.B [name redacted]. Okay, he reaffirmed the contract himself. At no time on the contract did he mention anything that he is stating in the letter.

Customer: So, okay.

Summitt: Had he, I'd have had a little bit more to go on.

Customer: So, verbally he said all of this is okay.

Summitt: Yep.

Customer: Is this price cap, Stephanie, at 30...

Summitt: 35.8 cents per cubic metre.

Customer: I'm sorry, could you say that again.

Summitt: 35.8 cents per cubic metre.

Customer: 35.8 per cubic metre. Is that different from 0.358?

Summitt: No, the same thing.

Customer: Thank you.

Summitt: 35.8 cents per cubic metre.

Customer: Not good with my decimals but I just noticed he did send an email to say "Attached is the contract we signed along with the verbal agreement, I do not see anywhere on the contract where it states it would be a fixed rate. Our understanding was this is supposed to be capped rate of 0.358."

Summitt: And I see here too that he says in the email that our terms and conditions are in legal jargon. That's pretty much what he said.

Customer: Um hmm.

Summitt: I don't know if you have ever seen a copy of them, but they aren't. They're very self-explanatory.

Customer: Easy to follow.

Summitt: Ya, like No. 1. "I agree to honour all the arrangements made by Summitt and my utility on behalf for further supply billing transportation, delivery of electricity and/or gas to the service address."

Customer: Okay, pretty cut and dry.

Summitt: It's pretty cut and dry. It explains the billing charge. It also explains the gas price, the term, um some of it is in a little bit of a legal jargon like if you terminate.

Customer: If you terminate, ya.

Summitt: Ya. Liquidated damages are explained. Assignments are explained. So, it's all pretty much self-explanatory. It does – I mean before I was even in the industry, I signed with another marketer and even their terms and conditions were very self-explanatory.

Customer: Very similar to those.

Summitt: If you took the time to sit down and read them.

Customer: ...and read them. So, when he comes back with 0.358, there is every possibility he misunderstood it was 35.8.

Summitt: Well...

Customer: Because that was verbal you see.

Summitt: It's the same thing. 35.8 cents per cubic metre is the same thing as .358.

Customer: Okay. But it's not the same as 0.358. Am I confusing you, I'm sorry.

Summitt: Ya you are.

Customer: I'm sorry. I'm not good with my decimals.

Summitt: Okay, so if you take 35 – 35.8 cents is the same as .358 dollars.

Customer: Oh, so therefore it's the same then.

Summitt: Ya.

Customer: Ya. It's just the 0 in the front doesn't mean anything.

Summitt: Absolutely not.

Customer: Absolutely not. I'm sorry, I never was good a math.

Summitt: It's okay. It took me a while to get the hang of it too. All the 0 shows is dollar form.

Customer: That's right so he has a dollar sign as 0.358 which is exactly the same as 35.8 per cubic metre.

Summitt: Yes.

Customer: Gotcha. Okay, so the bottom line is Mr. B. [name redacted] will have this contract until it expires.

Summitt: Ya, unless he wants to pay the LD's. Now, in his letter, just so that you can confirm for him, when he states in his first letter that the --- he told us that the current rate was 42 cents. I think the only confusion that was held there was that our current rate prior to us dropping to 35 was 42 cents.

Customer: Oh, okay. It would never go over the .. Ya, I see.

Summitt: We had just dropped it at the time he signed. We had just changed our rates to the 35 cents.

Customer: So, you'd actually dropped it.

Summitt: Ya.

Customer: Ya. Um, Stephanie, is this a five year contract?

Summitt: Yes dear it is. He signed – I didn't write down the signing dates. I can look it up for you if you want to give me a minute.

Customer: Okay.

Summitt: I mean, he clearly – in our reaff – sometimes they get put on both for gas and electricity.

Customer: Yes.

Summitt: In the reaffirmation when we were reaffirming, he clearly states for the CSR no, no, no. He didn't talk to us about electricity. CSR says okay, I'm sorry, sir, I'll take that off. If you are ever interested in electricity, please feel free to give us a call back. So he knew what he was reaffirming.

Customer: So he knew he was reaffirming gas rates.

Summitt: Yes, so he signed on April 8, 2009 and his contract runs until June 30, 2014.

Customer: 2014.

Summitt: Now, if he wants to pay LD's they are \$698.10 as he's quoted here but if he wants to wait two or three months – like every month that he uses gas, those go down.

Customer: The cancellation fee rate?

Summitt: Right.

Customer: If he waited a year it would go down a lot.

Summitt: Right. They're based on the consumption that he hasn't used that we've already purchased.

Customer: Okay. I gotcha. Alright Stephanie, you've been very helpful. I'll go back to him with this.

Summitt: No problem. Have a great day Joyce.

Customer: Thanks a lot, you too.

Summitt: You're welcome. Bye, bye.

Customer: Bye.

Contract #: F781953

Date and Time of Call: Friday, August 20, 2010 @ 5:00

TRANSCRIPTION D.B. [name redacted]

37347-53

VM	Hi, you have reached the mobile phone of D.B. [name redacted] from PRG Schultz. Please leave a brief message and I will get back to you as soon as I can. Thanks, have a great day.
SIS	Oh hi, D.B. [name redacted], it's Stephen Selznick calling from Cassels Brock & Blackwell. We were going to speak at 5:00 o'clock concerning Summitt Energy and I am just calling you for that call. We will try you back in about five minutes. Take care.
DB	Hi, D.B. [name redacted]
SIS	Oh D.B. [name redacted], Steve Selznick calling. How are you?
DB	I am well, how are you?
SIS	Not bad. Do you have a few minutes to talk?
DB	Sure.
SIS	Great. So I am Steve Selznick and I am with the law firm in Toronto of Cassels Brock & Blackwell. And I think you were speaking with Joanna of our office a couple of days ago to arrange a telephone call with me today.
DB	Uh huh
SIS	So thanks for taking the time
DB	Who are you representing here?
SIS	We are representing Summitt Energy.
DB	Yeah, Well I don't know if I should be speaking to you though.
SIS	Well, you are entitled to say no, it's a, we are not having you under oath, we are taping the conversation, for my records because I have to speak to a lot of people on this. My purpose of this call is I am just trying to get some background information because I have all this disclosure material that's been provided by the OEB and I just had some questions about it, and I wanted to ask you about them, so it helps me in the direction of trying to understand the paperwork I have here.
DB	Okay, but shouldn't you be contacting Ontario Energy Board?
SIS	No, because these are your statements so I am contacting you about your

	statements, not their statements
DB	I understand that but they were provided to you by them not me.
SIS	No, well they were provided to me because they are part of the record of this proceeding and you know, you may be called as a witness, I don't know what the OEB's intention there is but they provided it to me because they might be calling you as a witness and I am entitled to ask you questions to understand your evidence. If you don't answer them, you don't answer them. You will answer them on the stand, I guess if you are called. But the purpose of my call is just to get some background information on the material they provided.
DB	Okay. Go ahead, I mean if, I'll just, If I feel that your questions are a) already answered in the documents that I provided then I just won't answer them. But you can go ahead and ask them.
SIS	Okay, so from what I have here. I've got a bunch of materials here from them, the OEB but it looks to me like the chronology was that in late spring or the spring of 2009, I think it was in April of 2009, because I can't really read the copy that well, you signed a fixed-price contract presented to you by the person who visited from Summitt and things went along and then in about January 2010, you wrote to the OEB looking to get out of the contract and you also communicated with, I guess, Summitt Energy, and from what it looks like Summitt Energy cancelled the contract. Now, I don't have anything here that says why they did that. Did they communicate with you about why they did that?
DB	I am going to assume because I contacted the OEB and told them the situation that I was totally lied to based on the information the guy gave me.
SIS	No, but my question is did anyone call you from Summitt Energy or write to you explaining what the reason was.
DB	No, they just sent me an email saying we have cancelled your contract, with no penalty.
SIS	Okay, and that was sent to you, I am looking here, that's the January, that's January, no, they sent you the contract in January, I am flipping here as I am just looking here, and then sent you a, you did get a reaffirmation call, and they sent you that stuff, and then they sent you a letter in February, like, a month after that just saying that they cancelled it as per your request. So a cancellation was not that you paid the termination fee they just cancelled it.
DB	They cancelled it without penalty.
SIS	So you didn't pay any termination fee?
DB	No

SIS	Okay
DB	Then told me I didn't have to.
SIS	Okay, no, I just thought, I am just checking here, because all I have is the letters, not the in between things. Now,
DB	Well the letter says that I didn't pay.
SIS	Your letter says
DB	Well it says that cancelling it with them waiving the fee of \$700 or whatever they were gonna charge me.
SIS	The letter I am looking at says, simply, this letter is to inform you that the contract number F7818953 for a five year natural gas and electricity price protection plan has been cancelled as per your request. It doesn't really say, that's why I am asking, it doesn't say there is anything payable or not payable.
DB	Well then, I am pretty sure that, you know, this is a year and a bit ago so to say exactly what was said on that letter, I can't tell you.
SIS	No, no I am just asking, I am not arguing with you, I just couldn't tell. So, if you didn't pay it, you didn't pay it. I just wanted to make sure
DB	I am pretty sure though in the text of the e-mail possibly it said something about the fee. Okay, so all I have is a letter not an e-mail. So you said you thought you got an e-mail about it. It was e-mailed to me, yes.
SIS	Because it looks like just a letter. It doesn't have any sort of e-mail stuff on it.
DB	It was e-mailed to me, that is how I found out.
SIS	Yeah, the copy I have just looks like a photocopy of a letter on Summitt Energy letterhead. That's fine. I just want, so you don't recall ever paying a penalty or termination fee?
DB	No, I didn't.
SIS	Now, the other thing I note here that I am looking at the sort of, you don't have this but I am looking at the form that the OEB sent me which is their complaint file summary and it has you know, your personal information, the date you made the complaint, and the resolution and it is noted as file closed. This was in the end of January 2010. And I take it that they closed the file because the contract was cancelled. So between I guess that February 9 th date when you go the letter from Summitt Energy cancelling the contract and I am just flipping here, and sometime around I guess the spring of 2010 I guess like March or April when I guess you were contacted again by the OEB concerning a witness statement, was there any communication you had with the OEB?

DB	Oh, I don't know. I don't know why I would have to answer that right now.
SIS	Well I am just trying to determine what the chronology is because the next thing I see here is a witness statement interview that I guess they must have had an interview with you on March 1 st . Do you remember who spoke to you, spoke with you at the OEB?
DB	No.
SIS	Okay, was it a woman by the name of Chris Marjin? Does that sound familiar?
DB	Sure.
SIS	Okay, and do you recall what the nature of the conversation was. I am just trying to piece this together because if the case was closed. I just don't know why it would be re-opened. Did you call them again and complain further? or.
DB	No.
SIS	Okay, and when she called you, do you recall what she was asking you about or what the substance of the call was.
DB	You know what, this conversation isn't going where I think it should be going. You should be contacting the OEB if you want to know all this information.
SIS	No, I can get the information from their side. I am asking you from your side.
DB	Well I don't feel I need to answer that though.
SIS	Alright, well if you just say that you want answer, that is fine, I am giving you an opportunity to answer it, and I have notes here, they are handwritten notes that come from the OEB's file that look like they are from a telephone call with her and it mentions J.T. [name redacted], is that how you pronounce it?
DB	Yeah
SIS	Was she on the call with you at that time do you recall or not, was that a separate call?
DB	You will have to ask her.
SIS	Okay, and what, is she the same number, I've got down here that she has got the same telephone number as you.
DB	You are talking to my cell right now. I don't really know how you got that number
SIS	That's probably, I can tell you right now, that probably off the government form here. That's the number you gave the government here. Hold on a second here. The number you gave the government here is [telephone number redacted], this one says [telephone number redacted], I am just talking to

	Joanna here, how did we get this number.
JL	That number was in the file, right there.
SIS	Oh sorry, where it is, is on the interview statement. Okay it has got your number on the interview statement that they had with him. Okay, so if we called, how do we, if we called the number [telephone number redacted] would that be J.T. [name redacted], number?
DB	That would be our home number, correct.
SIS	Okay
DB	And here I have the email here from Summitt Energy, Dear D.B. [name redacted], Summitt Energy has cancelled your contract without penalty as a customer service gesture it will take one to two cycles for the utility to remove the Summitt from your bill. Please see attached a copy for the cancellation.
SIS	Great, perfect, thank you. And what, that e-mail is what date? Can you tell the date of that?
DB	Well I don't know, my it's in my hotmail and the dates are never right. It says February 9 th
SIS	Alright, so that is the date of the letter, that's fine. I don't have that e-mail. That's why I am just trying to put it together here. Okay, and then you gave a witness statement that's dated May 31 st and it looks like J.T. [name redacted] gave a witness statement, I am just flipping the page here, January, I am sorry May 31 st , not January, May 31, 2010. And when I looked at these they are two pages or two to three pages and when I look at them they look pretty much the same although J.T. [name redacted]'s is a little bit shorter but they basically say at the very last paragraph that attached to the witness statement as two exhibits are a copy of the contract that you had signed and the cancellation letter. Now in the copies of the witness statements that the Board sent me they didn't attach those. My question is do you recall them being attached to the witness statement when you signed them or where they never there?
DB	I don't recall.
SIS	Okay, and when this witness statement was prepared. I take it you didn't sit there and do the typing? Someone else prepared it and sent it to you?
DB	Uh hm.
SIS	And this came from the OEB?
DB	This was based, as far as I know, based on the telephone conversations we had with them.
SIS	Right, but they sent it to you by typed to sign?

DB	Correct
SIS	Okay, perfect. And I am not sure I have any more questions right now. Other than I am flipping the last page, here is just the file material from the OEB which is just a copy of what I just looked at before. Okay, so no, I don't have any other, further questions for you, other than one thing I noticed, and I wasn't sort of clear on this, is the agent did leave a copy of the contract but did he leave like a brochure about Summitt Energy at the same time?
DB	I don't recall, I don't think so. We couldn't find anything.
SIS	Alright, okay, those are, that's all, those are my questions for now, If I have any others I might call you back and I thank you for your time, and I will try to reach J.T. [name redacted], I don't know if I can reach her this afternoon, but we will try to reach her just for a couple of questions.
DB	She is at work anyway.
SIS	Okay, is there a better time or another to get her?
DB	Only, best time to get her is during the day.
SIS	Okay. Perfect, thanks a lot.
DB	Alright
SIS	Alright, thanks good bye.