

EB-2010-0221

Complainant Witness Binder – Index

Witness DM (Agent MG – Contract number F975254)

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
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I	Additional communications between Complainant and Summitt

TAB A



SUMMITT
ENERGY

REGISTRATION FORM

COMPREHENSIVE ENERGY PRICE PROTECTION PROGRAM

Summitt Energy, 100 Malvern Dr., Suite 608, Mississauga, ON L5R 4H1
905.366.7059, 1.877.222.9520, fax 905.366.7063, www.summittenergy.ca, customerservice@summittenergy.ca

ACCOUNT HOLDER INFORMATION

COM108

- ☐ Mr.
☐ Mrs.
☐ Ms.

First Name

Last Name of Account Holder (from Bill)

☐ Business

Business Name

Street Address

City

Province

Postal Code

Phone #

Other Phone #

SUMMITT ENERGY NATURAL GAS PROGRAM (Includes Blend & Extend Option) License #GM-2005-0542

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price").

☒ 5 Years: 34.9 cents/m³ 32.9, M.G.

☐ ENBRIDGE ACCOUNT #

☒ UNION ACCOUNT #

First 4 Alpha-Numeric (from Name on Bill)

Postal Code
(from Bill)

SUMMITT ENERGY ELECTRICITY PROGRAM (Includes Blend & Extend Option) License #GR-2005-0541

UTILITY ACCOUNT #

Utility Name

MILTON HYDRO

First 4 Alpha-Numeric
(from Name on Bill)

Postal Code
(from Bill)

1L9T10K8

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price").

☒ 5 Years: 7.59 cents/kWh

Effective May 1, 2009 consumers with a time-of-use meter will pay 9.1 cents/kWh for on-peak times, 7.6 cents/kWh for mid-peak times and 4.2 cents/kWh for off-peak times. Consumers on the Regulated Price Plan (RPP) will pay 5.7 cents/kWh up to a certain threshold per month and 6.6 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.

(I have read the above and understand and agree to the terms and conditions of this Registration Form and Customer Agreement)

✓

Signature (I have the authority to sign on behalf of the Applicant)

Date Signed

09/12/09

✓

Print Name

WIFE

Relationship to Account Holder / Title (if applicable)

This Comprehensive 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 50,000m³ of gas or 150,000kWh of electricity, this Agreement will not be in effect unless I reaffirm it, see Consumers Rights & Buyers Rights to Cancel. I understand that this agreement is with Summitt Energy and is not with my local electricity or natural gas distributor. Unless agreed to in writing by Summitt, no amendments, either written or verbal, to this Registration Form or Customer Agreement with Terms and Conditions will be accepted. I authorize my utility to provide Summitt Energy my account number, which we may include in the space above.

Representative Signature

Representative Name

Representative Number

TAB B

TAB C

Adele Margis

From: Tamara Sinson
Sent: February 3, 2010 2:34 PM
To: [REDACTED]
Cc: Gaetana Girardi
Subject: RE: Summit Energy Scam
Attachments: f975254.JPG; 6478819534_wmalec_090923_120742.MP3; CA_F975254_20100203023132.PDF

Good Day [REDACTED]

Thank you for your email providing Summitt Energy with feedback on your encounter with our sales agent.

Summitt Energy has conducted a thorough investigation into your complaint. Summitt Energy has reviewed your contract and subsequent reaffirmation call (attached). It usually takes 1-2 billing cycles for Summitt Energy rate to take effect on your bills.

Summitt Energy is willing to cancel your contract as a customer service gesture. Please find a letter attached confirming cancellation. Feel free to contact me should you require any further information/clarification.

Best regards,

Tamara Sinson
Compliance Specialist
Summitt Energy Management
100 Milverton Dr, Suite 608
Mississauga, On
L5R 4H1
Tel#: (905) -366-7037
Fax: (905) -366-7063

From: Roseman, Ellen [mailto:eroseman@torontostar.ca]
Sent: February 1, 2010 4:43 PM
To: Tamara Sinson
Cc: Gaetana Girardi
Subject: FW: Summit Energy Scam

From: [REDACTED]
Sent: Monday, February 01, 2010 4:29 PM
To: Roseman, Ellen
Subject: Re: Summit Energy Scam

Hi Ellen, thanks very much for your reply. We've been beside ourselves trying to figure out what to do. I can't believe we got ourselves into something like this.

Our address is

[REDACTED]
[REDACTED]
[REDACTED]

28/04/2010

The guy had told us we needed to change the utilities over from the previous owners and even had a clip board with their names on it as well as what looked like all the other people on our street.

Thanks very much for all your help, we really appreciate it.

[REDACTED]

From: [REDACTED]
Sent: Monday, February 01, 2010 10:51 AM
To: Roseman, Ellen
Subject: Summit Energy Scam

Ms Ellen Roseman,


I was recently scammed into an energy contract by Summit Energy. My husband and I purchased our first home in September 2009. During the first month a representative from "Union Gas" (who we now realize was not from union gas, but summit energy [REDACTED] came to the door. He said the previous owners of this house had signed a 5 year protection plan with Union Gas to keep their rates at a $32.9\text{c}/\text{m}^3$ while those outside the plan were paying $39.7\text{c}/\text{m}^3$. He wrote this down on a piece of paper which we still have. He also said that if gas rates were to go down, ours would too without penalty. He said that as the new home owners we would be included in this plan for the next three years, since the original home buyers had already used the first two years of the plan. He asked me to sign a form to have the benefit changed from their names to ours. He did not mention hydro at any point, just union gas. I signed the form at this time.

The "gas company" called us several times after that to ask if we had received the documentation in the mail. I had received no such documentation in the mail, and told them so (still thinking I was dealing with Union Gas). Months went by where we received a bill from Union Gas as well as Milton Hydro where no charges from summit energy were made. On our last bill received in January of 2010 there were new charges from Summit Energy. We phoned Milton hydro and union gas to ask about these charges where they explained to us what had happened. Summit energy obviously waited until after the official cancellation period from when I signed the registration form to begin charging us, knowing that we would catch on from the first bill. We were suprised to see summit enerfy on our bill in January, as we always thought we were dealing with Union Gas.

We called Summit Energy to have this plan cancelled (even though we never reaffirmed our contract over the phone) and they are telling us it is going to be \$1300 + tax to have this plan cancelled. I have just been laid off, making this a huge sum of money to be paid for something we didn't legally sign onto, or worse were scammed into signing.

I see that recently Summit energy has been fined \$100,000 by the Ontario Energy Board which is small-potatoes when you consider how much Summit energy is scamming people out of. We did a calculation after we realized what had happened and we figure we will pay roughly \$3500 extra over 5 years if we do nto get cancellation from Summit energy. I applaud you for the efforts you have made to expose these scams (I only wish I had read your column before) and I hope that you continue to help to inform the public. If there is any further information or help you can provide me with it would be greatly appreciated.

[REDACTED]

 **Yahoo! Canada Toolbar** : Search from anywhere on the web and bookmark your favourite sites. Download it now!

Instant message from any web browser! Try the new **Yahoo! Canada Messenger for the Web BETA**

TAB D



February 3, 2010

[REDACTED]

Dear A [REDACTED]

Re: Summitt Energy Contract Number F975254

This letter is to inform you that contract number F975254 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



February 4, 2010

[Redacted Address]

Invoice #: 822201
Bill Date: 02/04/2010
Account Number: 39906862625491
Contract ID: F975254

Dear [Redacted Name],

We are sorry to have received your request for the early cancellation of the price protection program that you signed up for on 09/12/2009. Customers who choose long term protection for their energy will typically gain the greatest benefits over the latter part of their term, and any early termination of your contract may result in missing out on that benefit. Over one million households in Ontario have experienced significant savings over the years with electricity and/or natural gas price protection programs.

Summitt's programs are designed to protect you from any price increases in your electricity and/or natural gas commodity for a period of 5 years, and with Summitt you have the added benefit of our Blend & Extend option. If you want to roll your energy rates into Summitt's current rates for an extended term, Blend & Extend is easy to activate by calling our Customer Service department prior to your yearly anniversary dates.

If you've decided to cancel your protection, you will need to close your account by paying liquidated damage fees, as stated in the Terms and Conditions of your contract with Summitt Energy. This charge is \$0.070 for each cubic meter of your estimated gas consumption and/or \$0.019 for each kWh of your estimated electricity consumption, for the balance of your contract.

Gas Account		Electricity Account	
Liquidated Damages:	\$631.77	Liquidated Damages:	\$631.33
GST:	\$31.59	GST:	\$31.57
Total Due:	\$663.36	Total Due:	\$662.90

If you wish to complete the cancellation of your contract, please send a certified cheque, bank draft or money order for the full amount of the liquidated damages payable to Summitt Energy. Upon receipt of your payment it may take up to 60 days to process the cancellation through your utility(s).

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

Regards,

Customer Service Department
Summitt Energy
Phone: 877-222-9520
Fax: 905-366-7063/1-877-222-9520
Email: customerservice@summittenergy.ca

Please detach this portion and return with your payment

[Redacted Payment Information]

Invoice #: 822201
Client ID: 387279

Contract ID	Bill Date	Total Due Gas	Total Due Electricity	Total Due	Amount Paid
F975254	02/04/2010	\$663.36	\$662.90	\$1,326.26	

Certified cheque

Bank Draft

Money order

100 Milverton Drive, Suite 608 Mississauga, Ontario L5R 4H1

TAB E

TAB F

Ontario Energy Board
COMPLAINT FILE SUMMARY

2/22/2010

File Number: 2010-0001944

Date Received: 01/02/2010

File Status: Open

Consumer Information

Name: [REDACTED]
Address 1: [REDACTED]
Address 2:
City: [REDACTED]
Province: [REDACTED]
Postal Code: [REDACTED]
Telephone: [REDACTED] [REDACTED]
Fax:
Email:

Utility/LDC Information

Account Number:
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] [REDACTED]
Wearing ID: No [REDACTED]
Provided Business Card: No
Wearing Uniform: No
Privacy Consent Confirmed: Yes

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

These consumers moved into a new house in Sep/2009.

An agent from Summitt Energy visited their home in late Sep/2009 and identified himself as an employee of the LDC. He claimed he was working to transfer the utility services from the previous owners (who, as it turned out, were 2 years into a 5 year contract) to the new owners.

The agent told the consumers that it was mandatory for them to sign a contract with him in order to receive flow. He also positioned the Provincial Benefit as an incentive to sign.

The consumer believed that the agent was a representative from her LDC because he was wearing a hardhat and did not display any SE identification.

The agent attempted to reaffirm the contract several times. Each time, the consumer asserted that they never received a copy of the Terms and Conditions and refused to reaffirm the contract.

When the consumers called SE and attempted to gain a copy of the reaffirmation call, they were asked to call back 10 days later and the call would be played for them.

The consumers wanted a copy of the reaffirmation call mailed to them so they can review it. The consumers never stated "yes" during the call, so they believed the call to be invalid.

The consumers wanted their contract cancelled immediately without penalty and they wanted to be reimbursed.

Requested Action:

Cancel Contract Without Penalty

OEB Action:

CCR Form sent to Licensee

Classification	Topic	Sub Topic
Agent Conduct	Misrepresentation of identity	Claim utility representation
Agent Conduct	Misrepresentation of purpose	Need to sign to hook up / start supply
Agent Conduct	No information left behind	Copy of contract not provided
Agent Conduct	No information left behind	Business card not provided
Agent Conduct	Persistent sales tactics	Would not take no for an answer
Contract	Reaffirmation	No copy of call available
Contract	Reaffirmation	Flow after told "no" during reaffirmation
Contract	Reaffirmation	Attempt to reaffirm before T&C received
Agent Conduct	Misrepresentation of price	Provincial benefit presented as rebate or incentive
Contract	Reaffirmation	Invalid reaffirmation
Contract	Reaffirmation	Mislead as to the purpose of the call

TAB G

Date Printed : June 22, 2010
Time Printed: 10:34:33AM

Consumer Complaint Response

2010-0001944

Assignment

Licensee Name

Summitt Energy Management Inc.

Licensee E-mail: compliance@summittenergy.ca

Licensee Phone: +1 (905) 366-7035

Agent Name**Date Received**

02/01/2010

Sent to Licensee Date

02/01/2010

Licensee Date Due

02/22/2010

CCR Complaint Status

Completed

Licensee Representative**Agent ID**

Complaint Details

Reference Number

2010-0001944

Consumer Name**Representative Name****Energy Type**

Gas

Consumer Address**Representative Address****Account Number****Consumer Phone****Representative Phone****Consumer Email****Representative E-mail****Classification**

Contract

Topic

Reaffirmation

Sub-Topic

Flow after told "no" during
reaffirmation

Synopsis

These consumers moved into a new house in Sep/2009.

An agent from Summitt Energy visited their home in late Sep/2009 and identified himself as an employee of the LDC. He claimed he was working to transfer the utility services from the previous owners (who, as it turned out, were 2 years into a 5 year contract) to the new owners.

The agent told the consumers that it was mandatory for them to sign a contract with him in order to receive flow. He also positioned the Provincial Benefit as an incentive to sign.

The consumer believed that the agent was a representative from her LDC because he was wearing a hardhat and did not display any SE identification.

The agent attempted to reaffirm the contract several times. Each time, the consumer asserted that they never received a copy of the Terms and Conditions and refused to reaffirm the contract.

When the consumers called SE and attempted to gain a copy of the reaffirmation call, they were asked to call back 10 days later and the call would be played for them.

The consumers wanted a copy of the reaffirmation call mailed to them so they can review it. The consumers never stated "yes" during the call, so they believed the call to be invalid.

The consumers wanted their contract cancelled immediately without penalty and they wanted to be reimbursed.

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	No

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.

Contract Signed Date: 09/12/2009
Contract Reaffirmation date: 09/23/2009
Electricity Flow Date: 11/11/2009
Gas Flow Date: 12/01/2009

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

Summitt spoke with the customer on February 2, 2010 and advised them that their complaint had been received and was being looked into.

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

Summitt received a call from the customer on February 1, 2010 stating that they cannot recall completing a reaffirmation call. Summitt advised the customer that there was a call and their account would be reviewed by management. The customer was advised that this may take up to 10 days.

Summitt sent the customer an exit fee letter on February 3, 2010.

Summitt's compliance department received an email from the customer on February 3, 2010 requesting cancellation.

Summitt's compliance department cancelled the customer's account as a customer service gesture on February 3, 2010 and emailed the customer a copy of their reaffirmation call.

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

Summitt cancelled the customer's account without penalty on February 3, 2010. It will take the utility 1-2 billing cycles to remove Summitt from the customer's bill.

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 has forwarded a copy of the complaint to the sale agent's manager for review and for retraining purposes.

What is the timing for resolution to be implemented?

Summitt cancelled the customer's account on February 3, 2010 as a customer service gesture. It will take the utility 1-2 billing cycles to remove Summitt from the customer's 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 sent the customer a cancellation letter on February 3, 2010. It may take the customer 5-7 days to receive it.

Attach same copies as above to
OEB.

Please see attached for a copy of the contract,
reaffirmation call, exit fee letter, cancellation letter and
email correspondence.

Supporting Material

6478819534_wmalec_090923_120742.MP3

CA_F975254_20100203023132.PDF

CD_F975254_20100204082526.PDF

F975254.jpg

RE Summit Energy Scam.msg

Licensee Closure

Resolution
Contract and Reaffirmation Valid

Action
Consumer Drop as Customer Service Gesture

CCR Completed By
cblackett

Reimbursement Amount

Additional Comments

TAB H



**SUMMITT
ENERGY**

REGISTRATION FORM

COMPREHENSIVE ENERGY PRICE PROTECTION PROGRAM

Summitt Energy, 100 Silverton Dr., Suite 608, Mississauga, ON L5R 4H4
905.366.7059, 1.877.222.9520, fax 905.366.7063, www.summitt-energy.ca, customerservice@summitt-energy.ca

ACCOUNT HOLDER INFORMATION

COM108

- ☐ Mr.
☐ Mrs.
☐ Ms.

First Name of Account Holder (from Bill)

Last Name of Account Holder (from Bill)

☐ Business

Business Name

Street Address

City

Province

Postal Code

Phone #

Other Phone #

Ext.

SUMMITT ENERGY NATURAL GAS PROGRAM (Includes Stand & Extend Option) License #CM-2005-0542

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price"):

☒ 5 Years: 34.9 cents/m' 32.9, M.G.

☐ ENBRIDGE ACCOUNT #

☒ UNION ACCOUNT #

3,9,9,0,6,8,6,2,6,2,5,4,9,1

First 4 Alpha-Numeric (from Name on Bill)

Postal Code
(from Bill)

SUMMITT ENERGY ELECTRICITY PROGRAM (Includes Stand & Extend Option) License #CE-2005-0541

UTILITY ACCOUNT #

Utility Name

MILTON HYDRO

First 4 Alpha-Numeric
(from Name on Bill)

Postal Code
(from Bill)

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price"):

☒ 5 Years: 7.59 cents/kWh

Effective May 1, 2009 consumers with a time-of-use meter will pay 9.1 cents/kWh for on-peak times, 7.6 cents/kWh for mid-peak times and 4.2 cents/kWh for off-peak times. Consumers on the Regulated Price Plan (RPP) will pay 5.7 cents/kWh up to a certain threshold per month and 6.6 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.

(I have read the above and understand and agree to the terms and conditions of this Registration Form and Customer Agreement)

✓

Signature (I have the authority to sign on behalf of the Applicant)

Date Signed

09/12/09

Print Name

WIFE
Relationship to Account Holder / Title (if applicable)

This Comprehensive 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 50,000m³ of gas or 150,000kWh of electricity, this Agreement will not be in effect unless I reaffirm it, see Consumers Rights & Buyers Rights to Cancel. I understand that this agreement is with Summitt Energy and is not with my local electricity or natural gas distributor. Unless agreed to in writing by Summitt, no amendments, either written or verbal, to this Registration Form or Customer Agreement with Terms and Conditions will be accepted. I authorize my utility to provide Summitt Energy my account number, which we may include in the space above.

Representative Signature

Representative Name

Representative Number

NC 1721

REGISTRATION FORMS^(PM)

BINDER 1

(Summitt Energy Sales Kit)

TAB 1 (K)

(DM)

TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 2 (d.)

(DM)

CERTIFICATES / BUSINESS
CARDS

BINDER 1

(Summitt Energy Sales Kit)

TAB 3 (a)

(DM)

OEA BROCHURE

BINDER 1

(Summitt Energy Sales Kit)

TAB 4

TAB I

Reaffcalls in mp3

Complainant Name: A.M. [name redacted]
Contract Number: NC1721 MG **F975254-**
6478819534_WMALEC_120742.MP3
Date and Time of Call: September 23, 2009 at 12:07:42
Transcribed by: Susan Markiewicz

Dictation starts off garbled

Customer Hello
Summit Hi J. [name redacted], I'm calling from Summit Energy.
Customer Hi. How are you?
Summit Great thanks. How are you doing?
Customer Good.
Summit Good. So our agent was at your door, September 12th. We want to reaffirm your enrolment in our electricity and natural gas price protection program.
Customer Yes.
Summit Address is [address redacted]. Is that correct?
Customer Yes, that is correct.
Summit Great. And you are the account holder with a spouse of the account holder. Is that correct?
Customer Yeah.
Summit Okay.
Customer I think we are both on there.
Summit Okay. So far a one of you is on there.
Customer Yeah.
Summit The agent left a copy of the agreement you signed and our brochure. Is that correct?
Customer We just walked in the door with the moving van here.

Summit Okay. Yeah, no problem. We just need to verify they left a copy of the agreement you signed and our brochure. Did they leave that for you?

Customer I am just looking here. Sorry.

Summit That's alright.

Customer The last couple of weeks have just been. Lots of different things.

Summit Yeah. No, understandable. You don't have to.

Customer I'm sure that he did. I'm not sure where it is.

Summit Like he would have had you sign and then ripped off a written copy and left that with you.

Customer Okay.

Summit And then our brochure.

Customer I'm sure he did. We will find it here somewhere.

Summit Yeah, okay. Well just to complete the enrolment we have to confirm that he left that for you in order to complete that for you. So can you confirm that with a yes he left that behind.

Customer Yes.

Summit Okay. So Summit Energy would supply your electricity at a protected rate 7.59 cents per kilowatt hour, natural gas 32.9 cents per cubic metre.

Customer Yeah.

Summit And they are both guaranteed for 5 years.

Customer Right.

Summit To complete your price protection agreement we need your confirmation. Can you please confirm your agreement by responding with the word "YES".

Customer Yes.

Summit Thank you J. [name redacted]. Thank you for choosing Summit Energy and thank you very much for your time. Have a great day.

Customer Great. Also, he was talking about a rebate program and we

need some paperwork for that.

Summit Okay. Any rebates that I know of that you are eligible for come from the government and they come to you directly whether you are on the price protection or not.

Customer Oh, yes, yes. That is somebody else that is going to contact me. He said somebody would contact within 2 weeks about that.

Summit Well, there is an evergreen program that we do. That is additional \$12.00 a month. It off-sets your carbon emissions. That is the only other thing that you will be getting a call for.

Customer Okay. Yeah, he said it was some sort of a provincial rebate program because Milton was on some sort of new metre system.

Summit Right.

Customer And because they were on this new metre system it was more accurate or something and so.

Summit That's called a smart metre.

Customer Yeah and so because it was, because we had that the government was temporarily giving rebates until the rest of I guess Toronto or whatever grid they were on had come up to the same metre system.

Summit Right.

Customer That's fine.

Summit Unfortunately I can't field that one. I'm not too sure if that's to do with, I haven't heard of any rebates because of smart metres.

Customer Yes. Okay. Well its probably, its probably somebody else that was going to contact me.

Summit Okay. Already. Alright, J. [name redacted], thank you very much for your time and have a great day.

Customer Thanks. You too.

Summit Okay, not a problem. Bye now.

Customer Bye-bye.

OEB Order EB-2010-0221

Complainant Name: A.M. [name redacted]

Contract Number: F975254

Date and Time of Call: 20100210 @ 9:24 am

Transcribed by: Janet White

Summitt Energy. This is Frank speaking. How can I help you?

Customer: Hello. I'm calling regarding my bill.

Summitt: Sure can I have your account number Sir.

Customer: Yes 399

Summitt: What's your area code?

Customer: Sorry. [telephone number redacted]

Summitt: Sorry say that again.

Customer: My phone area code?

Summitt: Yes

Customer: [telephone number redacted]

Summitt: Oh [telephone number redacted] okay. Um mm

Customer: Okay so what do you need now?

Summitt: Your phone number.

Customer: Okay I thought you said my account number. A 647-881-

Summitt: Yeah.

Customer: 9534.

Summitt: Thank you very much. Just a moment. Should be coming up any second now.

Customer: Okay.

Summitt: Okay and can I have your name please.

Customer: A.M. [name redacted]

Summitt: Can I also have your address Sir?

A.M. [name redacted] : [address redacted]

Summitt: Thank you very much and how can I help you Sir?

A.M. [name redacted] : Well, as of December 1st we have a on our Union Gas bill we have a gasoline charge by Summitt Energy.

Summitt: Okay um hmm.

A.M. [name redacted] : And ah I just am calling because we never agreed or agreed to the contract on the gas. So we would like to get out of this.

Summitt: Okay, all right. Not a problem. Um mm now on September 12th, 2009 there was an agreement that was signed by a Darlene Sly

A.M. [name redacted] : Okay well that was under complete false representation by your personnel and basically what we've seen is that what happens is agreed to by as well in a phone call as well and that was never done so as far as we are concerned that contract is null and void.

Summitt: Okay. There was a call that was made on September 23rd, 2009 and it was answered by, no Donna, it was answered by Darlene Sly.

A.M. [name redacted] : Okay and do you have a recording of that call?

Summitt: Yes we do. We do have a recording.

A.M. [name redacted] : Okay.

Summitt: What I can do. Let me send this out to our QA department to get to retrieve that call and once we have the call I can call you back and more than welcome to play it for you.

A.M. [name redacted] : All right. Um well before we get to that point. I will get you to do that but uh let's see under your terms and conditions which I'm not saying I agree to, but under the terms and conditions that you have what is the cancellation fee or process?

Summitt: Okay. All right. Now this is considering that you are, that it was signed up for 5 years. So this cancellation fee or penalty is for a 5 year term that you would be owing. You haven't, you've barely started on the program.

A.M. [name redacted] : Yeah and you're gouging us by 3 times as much as what Union Gas would charge us. So I'm just curious. It might

be worth their while to cancel

Summitt: I mean you signed the agreement. You agreed to that. So we are not really gouging you.

A.M. [name redacted] : Well no I'm not saying I agreed to anything at this point. If your recording this call as well you know I'm not saying I agreed to anything at this point. First, theoretically let's just talk you know what you say this cancellation would be.

Summitt: Okay so to cancel gas, your gas account it would be \$643.05

A.M. [name redacted] : Okay.

Summitt: Okay and to cancel your hydro it would be \$631.33 plus of course their both plus 5% GST.

A.M. [name redacted] : Okay so roughly \$1,300 plus GST for both.

Summitt: Um mm

A.M. [name redacted] : Okay, all right. If you want to call me back with that recording that would be great.

Summitt: Sure, sure not a problem. I can definitely do that for you. Yeah is there anything else then?

A.M. [name redacted] : No that's it.

Summitt: Okay all right. Thanks for calling then. Bye bye.