

EB-2010-0221

Complainant Witness Binder – Index

Witness VT (Agent AB – Contract number F946380)

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, 100 Milverton Dr., Suite 608, Mississauga, ON L5R 4H1

905.366.7059, 1.877.222.9520, fax 905.366.7063, www.summittenergy.ca, customerservice@summittenergy.ca

F946380

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 Blend & 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/m³

☐ 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 #EP-2005-0541

UTILITY ACCOUNT #

Utility Name

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

Print Name

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



SUMMITT
ENERGY

CERTIFICATE

**100% PRICE PROTECTION
GUARANTEE***

**WHEN ENERGY PRICES RISE ► YOU ARE PROTECTED
SHOULD ENERGY PRICES FALL ► YOU ARE PROTECTED**

BLEND AND EXTEND FEATURE

Summitt Energy protects you from rising natural gas and electricity prices and gives you the opportunity to take advantage of price declines should they occur in the next five years.

Should Summitt Energy's five year fixed price fall, Summitt will, at your request, blend in the new price with your existing price and term, creating a new price for the revised term of your agreement.*

With Summitt, Your Peace of Mind is Protected



SUMMITT
ENERGY

ONTARIO ENERGY BOARD LICENSES
NATURAL GAS - GM-2005-0542
ELECTRICITY - EH-2005-0541

100 Milverton Drive, Suite 608
Mississauga, Ontario L5R 4H1
customerservice@summittenergy.ca
Toll Free 1-877-222-9520
Fax 905-366-7063
www.summittenergy.ca

* Please see your Customer Agreement for Blend and Extend features and requirements.



Dear Customer:

Summitt Energy is proud to be part of a group of companies whose management team has over 100 years' experience providing fixed-price energy to Canadian home and business owners.

At Summitt Energy, providing a quality customer experience is our #1 goal. Our highly trained customer service reps are available to assist you between the following hours:

Monday to Friday 8:30 a.m. - 9:00 p.m.

Saturday 10:00 a.m. - 6:00 p.m.

Sunday 10:00 a.m. - 4:00 p.m.

Should you have any questions regarding our sales, product offering or service, please contact us directly at:

1-877-222-9520

Or email us at:

customerservice@summittenergy.ca

Independent Representative Name

Representative ID #

Electricity and Gas Marketer License # ER-2005-0541 and GM-2005-0542

www.SummittEnergy.ca



Hydro lights us up

Smart meters will increase bills dramatically for many Ontarians

By CONNIE WOODCOCK

Last Updated: 15th July 2009, 3:34am

Christine Acres and her fiancé own a small automotive repair shop in Gloucester, near Ottawa. Their Ottawa Hydro bill used to be about \$200 every two months, sometimes higher and in bad winters more than \$300. Their shop uses lighting, a small computer and some air tools but a few years ago, they got rid of the pop machine to cut back. Last year they paid a total of \$1,438 for their electricity supply. Then along came Ottawa Hydro with a new smart meter for them in May. Suddenly, their Hydro bill was more than double the highest bill they had ever paid - \$800 for two months.

When Acres complained, she was told she had always used the same amount of electricity; she just hadn't had to pay for it. She was also told her bill was nothing compared to some. It wasn't a lot of comfort.

And that cold comfort is coming to Toronto, where 10,000 residents are about to go on "time of use" billing, with slightly lower rates for nights and significantly higher rates during the peak weekday hours.

Smart meters are supposed to be in use at every house and small business in the province.

INVASION OF PRIVACY

Hydro One has been trying to install a smart meter in Acres' home, but so far she has fought them off. Her complaint is not just the extra cost, but the invasion of privacy.

"They know when you're home, when you have company, when you're on vacation. I don't like that."

She knows systems can be hacked and employees can be dishonest.

An aunt and uncle in Sudbury are facing moving into an apartment since their hydro bill went from \$500 every two months to \$800. Christine told Hydro One if they installed a smart meter and her home was burglarized, they're responsible. So far, they've left her alone. But she realizes sooner or later, she'll be getting one.

"Just because we can afford it doesn't mean they can squeeze us," she says. "I feel raped. It's not about being environmentally friendly."

Allison Horton lives in Lombardy, near Smiths Falls, where everyone got a smart meter last year. A single mother of two, Horton grew up in a farm family where nothing was wasted. "You'd get your butt kicked if a light was left on," she says.

She has energy-efficient appliances, green light bulbs, and a timer on her dishwasher and laundry is washed in cold water. But even though she thought she was doing everything right and using less electricity than she had when she had small children, her bill has skyrocketed from \$80 a month to \$200 on an equal billing plan.

She's been warned that this month she'll be \$1,200 behind on the year -- very close to her total Hydro bill for the previous year. When she complained, she got the same story from Hydro One that Christine Acres got from Ottawa Hydro -- she had always used the amount of electricity, but her meter hadn't been registering it. She also learned her deposit requirement was going up. But not enough to account for all the money. Recently, Horton put in a new hot water tank hoping to cut her costs but now she's thinking she'll "put a windmill in my backyard. I'm only 40 so I can live long enough to recoup the cost." She says Hydro One has been working with her to try to solve her problem but she's discouraged.

"I can't budget anymore," she says.

Both electrical utilities had similar responses. Ottawa Hydro says there's no way a meter could double someone's bill. Perhaps Horton's deposit requirement has increased or perhaps her bill reconciliation (actual readings instead of estimates) pushed her up. Hydro One admits there have been complaints over the 895,000 smart meters they've installed so far, "90% are resolved," says spokesman Danielle Gauvin.

Both utilities want to talk to these customers to see what can be done, including, in Hydro One's case, arranging easier repayment. But I think I could walk into any Ontario community with smart meters and have people lining up to tell similar tales.

Smart meters are being sold to us as an opportunity to save. But it's the utilities who are doing the saving.

CONNIE.WOODCOCK@SUNMEDIA.CA

http://www.torontosun.com/comment/columnists/connie_woodcock/2009/07/15/10135896... 7/24/2009

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Hydro lights us up | Connie Woodcock | Columnists | Comment | Toronto Sun

TAB C



January 8, 2010

[Redacted Address]

Invoice #: 793438
Bill Date: 01/08/2010
Account Number: 182105272014
Contract ID: F946380

We are sorry to have received your request for the early cancellation of the price protection program that you signed up for on 08/22/2009. 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:	\$1,018.11	Liquidated Damages:	\$0.00
GST:	\$50.91	GST:	\$0.00
Total Due:	\$1,069.02	Total Due:	\$0.00

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 #: 793438
Client ID: 382673

Contract ID	Bill Date	Total Due Gas	Total Due Electricity	Total Due	Amount Paid
F946380	01/08/2010	\$1,069.02	\$0.00	\$1,069.02	

Certified cheque

Bank Draft

Money order

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

TAB D

TAB E

TAB F

Ontario Energy Board
COMPLAINT FILE SUMMARY

4/6/2010

File Number: 2009-0014436

Date Received: 15/12/2009

File Status: Closed

Consumer Information

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

Utility/LDC Information

Account Number:
Licence Type: Gas Distributor
Utility Name: Enbridge Gas Distribution Inc.

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: Yes
Provided Business Card: No
Wearing Uniform: Unknown
Privacy Consent Confirmed: Yes

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

Caller says she signed a registration form at her door on August 22, 2009, after a Summitt agent told her that he was working on behalf of Enersource. He showed her newspaper articles and told her that prices were going up and that she should sign to be protected. She says the agent just put the form in front of her and said that she should sign it and she did because she thought he was really from Enersource. She was given a copy of the registration form but did not know it was a binding contract.

They called her and asked her if she confirmed this contract and she said yes, but minutes later she called them back and said she does not want

to be with them. After that they continued to call her and ask her for his account number and she never gave it. Then they apologized and said that they would leave

her alone and then she received a bill from them. Primary Account Number: CRC
Overflow: INFO_MS

Requested Action:

Cancel Contract Without Penalty

OEB Action:

CCR Form sent to Licensee

Classification

Agent Conduct
Contract

Topic

Misrepresentation of identity
Reaffirmation

Sub Topic

Claim utility representation
Invalid reaffirmation

TAB G

Date Printed : June 22, 2010
Time Printed: 10:11:29AM

Consumer Complaint Response

2009-0014436

Assignment

Licensee Name

Summitt Energy Management Inc.

Licensee E-mail: compliance@summittenergy.ca

Licensee Phone: +1 (905) 366-7035

Agent Name [REDACTED]

Date Received

12/15/2009

Sent to Licensee Date

12/18/2009

Licensee Date Due

01/08/2010

CCR Complaint Status

Completed

Licensee Representative

Agent ID [REDACTED]

Complaint Details

Reference Number

2009-0014436

Consumer Name

[REDACTED]

Representative Name

Energy Type

Gas

Consumer Address

[REDACTED]

Representative Address

Account Number

[REDACTED]

Consumer Phone

[REDACTED]

Representative Phone

Consumer Email

Representative E-mail

Classification

Agent Conduct

Topic

Misrepresentation of identity

Sub-Topic

Claim utility representation

Synopsis

Caller says she signed a registration form at her door on August 22, 2009, after a Summitt agent told her that he was working on behalf of Enersource. He showed her newspaper articles and told her that prices were going up and that she should sign to be protected. She says the agent just put the form in front of her and said that she should sign it and she did because she thought he was really from Enersource. She was given a copy of the registration form but did not know it was a binding contract. They called her and asked her if she confirmed this contract and she said yes, but minutes later she called them back and said she does not want to be with them. After that they continued to call her and ask her for his account number and she never gave it. Then they apologized and said that they would leave her alone and then she received a bill from them. Primary Account Number: CRC Overflow: INFO MS

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: August 22, 2009
Reaffirmation date: September 1, 2009
Flow start date: November 1, 2009

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

Summitt left a message for the customer on December 21, 2009 advising the customer that Summitt is looking into their complaint.

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

The customer contacted Summitt on December 14, 2009 with a general inquiry.

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

Summitt is of the opinion the contract is valid. The customer signed and confirmed enrollment into the program. The customer confirmed the rate and term on the reaffirmation call. The customer also confirmed they were left with a copy of the contract and the brochure during the reaffirmation call. Customers can cancel within 10 days of the signing date without penalty. Summitt was not contacted by the customer within the cancellation timeline. Exit fees will apply.

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.

The complaint was forwarded to the sales manager for review and retraining purposes.

What is the timing for resolution to be implemented?

The contract is currently flowing with Summitt. The customer will be responsible for an early exit fee, should he choose to proceed with cancellation.

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 has mailed the customer on January 8, 2010 a copy of their contract, reaffirmation call and exit fee letter via email. It takes 5-7 business days for the customer to receive this material.

Attach same copies as above to OEB.

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

Supporting Material

Licensee Closure

Resolution
Contract and Reaffirmation Valid

Action
No Further Action

CCR Completed By
Nmatadin

Reimbursement Amount

Additional Comments

TAB H



**SUMMITT
ENERGY**

REGISTRATION FORM

COMPREHENSIVE ENERGY PRICE PROTECTION PROGRAM

Summitt Energy, 100 Milverton Dr., Suite 608, Mississauga, ON L5R 4H1

905.366.7059, 1.877.222.9520, fax 905.366.7053, www.summittenergy.ca, customerservice@summittenergy.ca

F946380

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 Blend & Extend Option) License #SG-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

☐ 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 #ER-2005-0541

UTILITY ACCOUNT #

Utility Name

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

08/22/09

Print Name

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 4096

REGISTRATION FORMS^{VT}

BINDER 1

(Summitt Energy Sales Kit)

TAB 1 (K)

VT

TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 2 (d.)

VT

CERTIFICATES / BUSINESS
CARDS

BINDER 1

(Summit Energy Sales Kit)

TAB 3 (a)

VT

OEA BROCHURE

BINDER 1

(Summitt Energy Sales Kit)

TAB 4

TAB I

Reaffcalls in mp3

Complainant Name: V.T. [name redacted]
Contract Number: NC 4096 AB **F946380**-4165542110_KObese-
jecty_090901_181845.MP3
Date and Time of Call: 2009/09/01
Transcribed by: Janet White

Summitt Hi V.T. [name redacted]?

Customer Speaking

Summitt Hi there it's Quassi from Summitt Energy calling to reaffirm your natural gas.

Customer Yep

Summitt And your electricity price protection. One of the agents came to the home on the 22nd of August

Customer Yep

Summitt [address redacted]. Is that correct?

Customer Correct

Summitt Okay and the agent left a brochure and a copy of the agreement that you signed. Is that correct?

Customer Yep

Summitt Okay and you are the account holder. Is that correct?

Customer Ah with which company?

Summitt The gas and electricity bills they are both in your name. Is that correct?

Customer Ah my name and my husband's yeah.

Summitt Okay good all right. So Summitt will provide your natural gas at 34.9 cents per cubic meter. Your electricity at 7.59 cents kilowatt hour. Both rates are guaranteed not to increase for the 5 years. To complete your price protection we need your confirmation. Can you please confirm your agreement by responding with the word yes

Customer All right but I can just ask you a question though.

Summitt Yea go ahead

Customer Um if you could tell me that if I use energy after 11:00 right is it cheaper or is it still going to be at the 7.5

Summitt Oh it's the same rate. It's a stable rate that you are guaranteed for 5 years. So whatever you use is what you pay by then we guarantee you a fixed rate at the 7.59 cents kilowatt hour for 5 years guaranteed.

Customer Okay so whether I use it like any time of the day or night

Summitt Yea you can use it anytime. Exactly still the same rate yup.

Customer Okay I don't know if I'm quite happy with that. I mean because I know that if you use it at night it's cheaper.

Summitt Well the rate we are offering to you is 7.5 is less than the time of future rate on-peak hours and it is less than the mid-peak hours as well. Are you okay in the time of user rate already or

Customer Well we just moved in. Like I don't even know what earnings our bill

Summitt If you are not paying the time of future rate then it means you are paying 5.7 for the first 600 kilowatt hours and then 6.6 anything else after that. Every home is being switched onto the smart meters. You are getting new meters. Called a smart meter. It's a digital one

Customer Um mm

Summitt So if you have a new home you probably have the new digital smart meter.

Customer No our home is older

Summitt Oh okay. You are going to be switched on to the time of use rate and that is 9.1 cents during the on-peak hours. 7.6 during the mid-peak hours and then 4.2 during the off-peak hours. Right so from 7 a.m. in the morning to 10:00 p.m. at night that is the on-peak and the mid-peak and then after 10 p.m. is the off-peak.

Customer Okay

Summitt So the rates we are offering 7.5 is less than the on-peak and less than the mid-peak as well.

Customer	All right not a problem I guess
Summitt	So complete your agreement can you please confirm by responding with the word yes
Customer	Yes
Summitt	All right. If you have any questions just give us a call and thanks for choosing Summitt. You have a good day
Customer	Thank you. You too
Summitt	All right bye.

OEB Order EB-2010-0221

Complainant Name: V.T. [name redacted]
Contract Number: F946380
Date and Time of Call: 20091214 @ 2:29 pm
Transcribed by: Julia Oddi

Summitt Thank you for calling Summitt Energy. Patrick speaking.
How may I help you?

Woman Hi Patrick. I just got off the phone with Enbridge and
apparently you guys somehow hacked into my Enbridge
account and are basically supplying us with gas. I am just
trying to figure out how all of this happened.

Summitt Okay, just one moment. Could I have your home. Sorry.
Your home telephone number please.

Woman I don't really have one.

Summitt You don't have a home phone number.

Woman No.

Summitt Okay can I have the Enbridge account number?

Woman [account number redacted]

Summitt [account number redacted]

Woman [account number redacted]

Summitt Okay one moment while I search the system here. Okay.
Can I have you confirm the name and address on the
account please.

Woman T.V. [name redacted], [address redacted]

Summitt Okay. So I am showing here. Just give me one moment.
Okay just one moment here. Okay, V. [name redacted]?

Woman Yup.

Summitt Okay. So I am shown a signed agreement here August 22,

2009.

Woman

You guys came to my door and said that you guys are acting on behalf of Enbridge. The guy never gave me a chance to even look over the contract. He just made me sign something. There is a time period, right? that I could look over the contract and say if I am not interested. You had the representative call me on a daily basis and I said excuse my language I told you guys to get lost and you said okay. And yet somehow you still managed to access into my Enbridge account. That is where I am finding it absolutely ridiculous. How did you guys do that? I never gave you my Enbridge account. I never gave you my permission.

Summitt

Okay. So V. [name redacted], the agreement was signed August 22, 2009?

Woman

Mmm-hmm

Summitt

So after that what was signed at your door it means nothing. It just means that your interested in the program. It does not lock you into the program. Okay? We then called to reaffirm the agreement. Let me just have a look here. Okay so it looks like we called you September 2nd at 9:42 a.m. We spoke with yourself and you had accepted the program. So if you had said no during that phone call, we would have cancelled the enrolment and that would have been the end of it. But you had accepted the agreement or the reaffirmation call. So we gave you that time to review what was signed and make a decision and then when we had called you about a week later, 10 days after, you had accepted the program. So at that point what we do is we purchase the gas for you in advance and that is how we guarantee the rate for 5 years.

Woman

You guys contacted me afterwards on a daily basis asking me for more information. I said I am not pursuing this any further and you said okay. We will take you off our list. How did you continue on?

Summitt

Well, you have reaffirmed V. [name redacted] at 34.9 which isn't a bad rate at all.

Woman: But I am not interested, I am basically being charged an administration fee plus additional gas charges from Enbridge that I am not interested in. I am not saving any money.

Summitt: Those fees are all Enbridge fees, those have nothing to do with Summitt Energy. All we are responsible for are on your bills is 34.9 cents per cubic meter of gas that is used. So we are the gas supplier only. Any other charges on your Enbridge bill you should phone Enbridge and speak with the billing department about those.

Woman: Okay, what I'm trying to understand is I paged you that I am not interested, yes, you guys still pursue this further.

Summitt: Okay, is because you've reaffirmed, V. [name redacted]

Woman: I was not even aware of who, like you guys, you guys kept me, somebody on that phone made me believe that you guys were from Enbridge. You've put on, again, you've on some Indian, fucking Paki, who I was not able to understand that you've guys say that you were from Enbridge, all bullshit lies.

Summitt: Hello.

Woman: Mmm-hmm.

Summitt: V. [name redacted], I don't know what was said at your house because we can't confirm what was said at your door but again what was signed at your door is an application. It locked you into a program, you were left with information at your doors as well.

Woman: I am not asking about...I am talking about door. I am asking about the person you had call, the person that was calling me, contacting me ...

Summitt: We don't identify ourselves as Enbridge, we barely state who we are, what the program, how long it will run for.

Woman: That you are from Summit and that you are calling on behalf of Enbridge.

Summit: No, no don't say that during the call.

Woman: Mmm-hmm

Summit: There are specific guidelines we have to follow through in that phone call.

Woman: How come I have not receive any kind of information from you guys, after that date?

Summit: What do you mean?

Woman: Not a brochure, nothing, not a written contract, not any kind of agreement.

Summit: You were left a copy of what was signed at your door, so you were left with that at your door and a brochure as well, along with the terms and conditions.

Woman: And you just thought that wasn't in the contract.

Summitt: Yes, it wasn't the contract, what locks you in the program was the reaffirmation call. We give you the 10 days to review what you have signed, may be, like do some research and make a decision, then we call you to reaffirm the program. If you had said "no" during the reaffirmation we would have cancelled the enrolment of the program.

Woman: Now what happens?

Summitt: Now we will be your gas supplier.

Woman: And if I am not interested?

Summitt: There will be a fee to terminate the program.

Woman: Of course.

Summitt: It just started 34.9 isn't a bad rate at all. It's guaranteed for 5 years, last year the rates were in the thirties, earlier this year in January, it's meant to protect you for 5 years.

Woman: So I basically have a guarantee for 5 years.

Summitt: Yes or there will be a fee to terminate the program.

Woman: What is the fee that you are talking about?

Summitt: Just have a look here.

Woman: This is basically what everybody has been talking about. The scam that you've guys have pulled, right?

Summit: It's not a scam, V. [name redacted]

Woman: No, of course, let me see, the fee is what? a \$150 to what?

Summitt

No, it's a lot more than that. It's \$1,035.00. But then again, it's not a bad rate at all. You will benefit from the program. You are not guaranteed to save money but normally, customers do save money on this program. Okay now V. [name redacted]?