## EB-2010-0221

# Complainant Witness Binder - Index

# Witness LM (Agent AT – Contract number F937447)

Tab	Document
Α	Signed contract, if any
В	Any other documents the complaint claims were left with the Complainant
С	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
Н	Additional Documents Summitt claims were left with the Complainant
1	Additional communications between Complainant and Summitt



SUMMITT REGISTRATION FORM

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# **Ontario Energy Board**

Date Printed: December 01, 2009

Time Printed: 3:38:18PM

## COMPLAINT FILE SUMMARY

File Number: 2009-0010116

Date Received: 09/11/2009

File Status: Closed

#### **Consumer Information**

Name:

Address 1:

Address 2:

City:

Province:

Postal Code:

Telephone:

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:** 

Wearing ID:

Unknown

**Provided Business Card:** 

Unknown

Wearing Uniform:

Unknown

**Privacy Consent** 

Yes

Confirmed:

## **Ontario Energy Board**

Date Printed: December 01, 2009 Time Printed: 3:38:19PM

COMPLAINT FILE SUMMARY

## **Complaint Information**

**Complaint Details:** 

Preferred Communication Method: E-mail

Utility: Enbridge Gas Marketer/Retailer:

Best time to reach: No Preference

I wanted to share an email with you that I sent

to Summit Energy who has a door-to-door representative in my area. When I

called

Summit, they didn't care about what I said. I was smart enough to know that I

didn't

have to work with them, but they are taking advantage of people in my area and

somebody

should know. Sincerely,

Hello, somebody came to my door yesterday from

Summit Energy. I asked him "do I have any choice or do I absolutely HAVE to

sign

up with Summit. Can I not just get my energy and gas through Enbridge

directly?"

His response was that I have absolutely no choice, I have to sign up, and he was

only updating records.

I will be mentioning this to the OEB, so hopefully they

can fine Summit AGAIN. For your records, the person that was lying to me in my

own

house was:

and his representative number is

Please

cancel the order as soon as you receive it. It was put through on July 23 at about 8:30 PM, which is way too late to be ringing multiple times (4 times) on my

doorbell. Primary Account Number:

Requested Action:

Review Agent's Actions

**OEB** Action:

CCR Form sent to Licensee

Resolution:

**Resolution Details:** 

Classification	Торіс	Sub Topic
Agent Conduct Agent Conduct	Misrepresentation of purpose Misleading Information provided by agent	Need to sign to continue supply

Date Printed: June 22, 2010 Time Printed: 9:39:25AM

# Consumer Complaint Response

#### 2009-0010116

Licensee Name

Summitt Energy Management Inc.

Licensee E-mail:

compliance@summittenergy.ca

Licensee Phone:

+1 (905) 366-7035

**Agent Name** 

**Date Received** 

09/11/2009

Sent to Licensee Date

09/11/2009

Licensee Date Due

10/02/2009

**CCR Complaint Status** 

Completed

Licensee Representative

Agent ID

Licensee Response Date

09/11/2009

Complaint(Defails

Reference Number

2009-0010116

**Energy Type** 

Gas

**Account Number** 

**Consumer Name** 

**Consumer Address** 

**Consumer Phone** 

**Consumer Email** 

Representative Name

Representative Address

Representative Phone

Representative E-mail

Classification

**Agent Conduct** 

**Topic** 

Misrepresentation of purpose

Sub-Topic

Need to sign to continue supply

Symopsis

Preferred Communication Method: E-mail

Utility: Enbridge Gas Marketer/Retailer:

Best time to reach: No Preference

I wanted to share an email with you that I sent

to Summit Energy who has a door-to-door representative in my area. When I called Summit, they didn't care about what I said. I was smart enough to know that I didn't have to work with them, but they are taking advantage of people in my area and somebody should know. Sincerely

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I will be mentioning this to the OEB, so hopefully they can fine Summit AGAIN. For your records, the person that was lying to me in my own house was:

and his representative number is



Please

cancel the order as soon as you receive it. It was put through on July 23 at about 8:30 PM, which is way too late to be ringing multiple times (4 times) on my doorbell. Primary Account Number:

## Consumer Resolution Requested

Review Agent's Actions

Privacy Consent

Approval to share info with OEB

Approval to share info with stakeholder

Approval to share info with 3rd party

Yes

Yes

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.	The customer signed the contract on July 23, 2009. The contract was cancelled on August 3, 2009.
Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.	Summitt Energy left a message for the customer on September 14, 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.	Summitt contacted the customer on August 3, 2009 to confirm reaffirmation. The customer declined the contract. Summitt cancelled the contract immediately.
The licensee resolution including timing and method of communication with consumer.	Summitt cancelled the contract during the reaffirmation call. The customer decided to decline the contract during reaffirmation.  Summitt has forwarded the complaint to the sales agent; s manager for review and retraining purposes.
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.	See resolution with consumer.
What is the timing for resolution to be implemented?	The complaint was forwarded to the sales agent; s manager for review on September 28, 2009.
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.	No material to send the customer.
Attach same copies as above to OEB.	See attached for a copy of the contract and the reaffirmation call where the customer declined.
Supporting/Material	
Licensee Closure	Action

Action No Further Action

Resolution Agent Conduct CCR Completed By Nmatadin

Reimbursement Amount

**Additional Comments** 



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REGISTRATION FORMS

BINDER 1

(Summitt Energy Sales Kit)

TAB 1 (K)

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TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 2 (d)

CERTIFICATES/BUSINESS

CARDS

BINDER 1

(Summitt Energy Sales Kit)

TAB 3 (a)

AM

OEA BROCHURE BINDER 1

(Summitt Energy Sales Kit)

TAB 4

# TAB H

## Reaffcalls in mp3

Complainant Name: L.M. [name redacted]

Contract Number: NC1046 AT F937447-

4165005573\_kolds\_090803 123727.MP3

Date and Time of Call: 08/03/2009 12:38pm

Transcribed by: Janet White

Summitt Hi can I speak to L.M. [name redacted]

L.M. [name redacted] Yes that's me

Summitt Oh hi L.M. [name redacted] its' Christie from Summitt

Energy. We are calling to reaffirm the electricity and natural gas price protection program from when the representative was there. That was on 23<sup>rd</sup> of July. The

address is [address redacted] correct?

L.M. [name redacted] Ah that's the right address but no I don't want to confirm

that I need to ah that's cancelled.

Christie You cancelled? You cancelled the permit?

L.M. [name redacted] Yeah right after he came by I called in and they said that as

soon as the paperwork was going to be in they would

cancel it

Christie Okay can I ask what gave you a change of heart about our

program L.M. [name redacted].

L.M. [name redacted] Ah doesn't matter. I just said no. That's okay.

Christie Yes your right. It doesn't it doesn't. You don't have to tell

us. It's just that feedback it helps to better alter the program in future to see what the public would like to see. So in the long run only benefiting yourself by helping us to

change or make changes to the program right

L.M. [name redacted] I see, maybe next time I will do it but for now just cancel it.

Christie Okay so bye

L.M. [name redacted] Bye

add id



CO-2010-0022

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O. 1998, c. 15, (Schedule B);

## AND IN THE MATTER OF Summitt Energy Management

#### WITNESS STATEMENT OF

My name is and I reside in the City of Toronto in the Province of Ontario.

- 1. On July 23, 2009, , a sales agent from Summitt Energy Management ("Summitt"), attended at my residence. I was a new homeowner and just moved into the residence in June 2009.
- 2. At the time Mr. attended at my residence I was home alone. He said he was there on behalf of Summitt. Mr. told me that the previous tenants had a contract with Summitt and that he was there to sign up me up as well. Mr. spoke to me about both gas and electricity but I was having trouble understanding what he was saying. I asked whether I had to sign anything and he told me that I had to sign for the service and supply of gas. It was not clear to me that I did not have to sign. When I asked Mr. whether I could get gas supplied directly through the utilities, he told me that this was not possible.
- 3. Mr. isked for a copy of my gas and electricity bills but I had not received them yet. He filled out a form that he had with him and he asked me to sign it. He was very persistent and seemed to be in a hurry.
- 4. It was based on the statements made by that I signed the document. He left me a copy of the contract and the terms and conditions.

- 5. After Mr. left the residence, I reviewed the form and realized that I had been signed up for a five year fixed price gas and electricity contract. I cancelled the contract when the reaffirmation call was made.
- 6. I contacted the Ontario Energy Board on September 11, 2009 to make a complaint. I informed the Board of the facts set out above. As a result, I was informed by the Board that they would contact Summitt and ask them to review the complaint, including the contract, reaffirmation call, and correspondence with the consumer and the account history. I requested that Summitt cancel the contract.
- 7. Attached hereto and marked as Exhibit A is a copy of the contract.

		May 29, 2010	
Signature	***************************************	Date	