EB-2010-0221

Complainant Witness Binder - Index

Witness ZP (Agent GW – Contract number F795190)

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
I	Additional communications between Complainant and Summitt

TAB A

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SUMMITT REGISTRATION FORM
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H769782

REGISTRATION FORM

BY ENROLLING I AM HELPING TO: STOP GLOBAL WARMING, LOWER CARBON EMISSIONS, AND CONTRIBUTE TO GREEN ENERGY PRODUCTION, SUCH AS: WIND, SOLAR, AND RENEWABLE HYDRO ELECTRIC GENERATION.

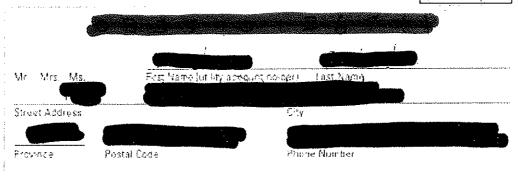
HAND THERE

- 🚯 WE WILL PURCHASE CARBON CREDITS TO OFFSET 100% OF YOUR HOUSEHOLD'S TOTAL ELECTRICITY EMISSIONS.
- 2), WE WILL ENSURE YOUR CARBON OFFSET CREDITS MAKE A MEANINGFUL DIFFERENCE TO THE ENVIRONMENT IN CANADA.



"SUMMITT ENERGY EVERGREEN PROGRAM"

Contract Code F795 190



Other Phone Number

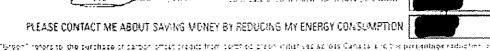
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Email Address

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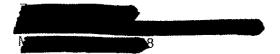
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TM_64_046431515



December 17, 2009



Liquidated Damages of Natural Gas Agreement F795190 between and Summitt Energy

Dear Z

Recently Enbridge has notified us that you have closed your account. According to the terms and conditions of your agreement with Summitt Energy you are required to provide 60 days notice of a move or account closure. In accordance with your agreement Summitt Energy has purchased the Natural Gas supply for your current location for a 5 year term as of April 24, 2009.

Please contact us immediately to ensure the smooth reconnection of your protection plan at your new location. Should you choose to discontinue your service with Summitt Energy, as per the terms of the agreement, you will be required to pay a liquidated damage charge of \$611.84 + GST (refer to section 8 of Terms and Conditions).

We hope to hear from you soon so that you may continue to enjoy the benefits of Summitt Energy's price protection program.

If Summitt Energy does not receive a response by January 1, 2010, your account will be referred to our collection agency.

To ensure that Summitt Energy continues to provide you with the peace of mind of long term fixed pricing for your Natural Gas supply please contact us toll free at 1-877-917-8899.

Thank you for choosing Summitt Energy as your Natural Gas supplier. We look forward to hearing from you soon.

Sincerely,

Savitry Ramkissoon

Retention Department

905-366-7057

Jean High and South



January 21, 2010



Invoice #: 804110 Bill Date: 01/21/2010 Account Number: 083590126741 Contract ID: F795190

We are sorry to have received your request for the early cancellation of the price protection program that you signed up for on 04/24/2009. 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:	\$611.84	Liquidated Damages:	\$0.00	
	GST:	\$30.59	GST:	\$0.00	
	Total Due:	\$642,43	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



Invoice #: 804110 Client ID: 344871

Contract ID	Bill Date	Total Due Gas	Total Due Electricity	Total Due	Amount Paid
F795190	01/21/2010	\$642.43	\$0.00		

Certified cheque

Bank Draft

Money order



March 23, 2010



Invoice #: 2009320 Bill Date: 02/23/2010

Contract ID: H769782

We are sorry to have received your request for the early cancellation of the Evergreen program that you signed up for on 04/24/2009. Summitt Energy's Evergreen program supports reforestation, tire recycling, and landfill gas recovery projects across Canada. Your support of these projects helps reduce greenhouse gases right here at home. We must all do our part to support a greener future, for our health and for the quality of life of generations to come. Summitt Energy's carbon credits are CSA approved and make a real difference here in Canada. A green future is only possible through the dedication of concerned citizens, and we can make a difference, one home at a time.

Through your registration on 04/24/2009 you committed to joining the thousands of people who are making a difference through Summitt Energy's Evergreen program. By supporting carbon reduction projects for the long term you are creating a cleaner and safer environment for Canadians, our native animals, and our habitat. We are asking you to continue that commitment today.

If you've decided to cancel your support, you will need to close your account by paying liquidated damage fees, as per section 11 in the Terms and Conditions of your contract with Summitt Energy. This charge is the remaining amount of carbon offsets owing, \$12.99 per month for the balance of your contract:

Gas Account

Electricity Account

Liquidated Damages: \$688.47 GST: \$34.42 Liquidated Damages: \$0.00

GST: <u>\$ 34.42</u> Total Due: \$722.89 GST: \$0.00 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: <u>customerservice@summittenergy.ca</u>

Please detach this portion and return with your payment



Invoice #: 2009320

Contract ID	Bill Date	Total Due Gas	Total Due Electricity	Total Due for Both account	Amount Paid
H769782	02/23/2009	\$722.89		\$722.89	

Certified cheque

Bank draft

Money order

TAB E

Ontario Energy Board

COMPLAINT FILE SUMMARY

File Number: 2010-0003911

Date Received: 03/03/2010

File Status: Open

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:

No

Wearing Uniform:

Unknown

Privacy Consent

Confirmed:

Yes

Ontario Energy Board

COMPLAINT FILE SUMMARY

Complaint Information

Complaint Details:

An agent came to the consumer apartment door. The agent spoke to the consumer about being responsible to the enviornment and going green. The consumer says the agent was also asking to see his Enbridge Gas bill. The consumer says he never showed his bills to the agent. The consumer says he finally signed even though he didn't want to because the agent kept going on and on and wouldn't take no for an answer. The agent told the consumer that by signing he wasn't committed to anything and could cancel when the company calls him back.

Agent left no documents except some stickers saying that this house is a green energy house.

When the company called the consumer said no. The consumer claims that Summitt called everyday for several weeks and finally the consumer told them that if they called back he would inform the police about this harrassment.

The calls stopped and the consumer figured that was the end of it.

The consumer then fould out his landlord was selling the place. Once sold the new landlord put all the utilities in his name and so the gas and hydro accounts were closed and new accounts set up. At this point the consumer got a letter from summitt to say he owes \$600+ for cancelling the contract. The consumer called Summitt to complain and advise that he never agreed to the contract in the first place and how Summitt had called him like 25 times.

However the Summitt phone rep said that he must pay the penalty by Jan 1, 2010 or he'll be sent to collections... consumer claims the contract is not valid.

Consumer wants a full copy of the contract (with the terms and conditions) as it has never been given to him. Consumer wants a copy of all the reaffirmation calls that were made to him... every single one.

The consumer also requests that Summitt not call him and only contact him by mail.

Requested Action:

Cancel Contract Without Penalty

OEB Action:

CCR Form sent to Licensee

Classification

Topic

Sub Topic

Contract

Reaffirmation

Attempt to reaffirm after customer request to cancel

Contract

Reaffirmation

Invalid reaffirmation

Agent Conduct

Mislead about the nature of the

document

Agent Conduct

Misrepresentation of purpose Misleading information provided

Agent Conduct

by agent

Date Printed: June 22, 2010 Time Printed: 10:26:24AM

Consumer Complaint Response

2010-0003911

Assignment

Licensee Name

Summitt Energy Management Inc.

Licensee E-mail:

compliance@summittenergy.ca

Licensee Phone:

+1 (905) 366-7035

Agent Name

Date Received

03/03/2010

Sent to Licensee Date

03/03/2010

Licensee Date Due

03/24/2010

CCR Complaint Status

Completed

Licensee Representative

Agent ID

Licensee Response Date

03/03/2010

Complaint Devails

Reference Number 2010-0003911

Energy Type

Gas

Account Number

Consumer Name

Consumer Address

Representative Name

Representative Address

Consumer Phone

Consumer Email

Representative Phone

Representative E-mail

Classification

Contract

Topic

Reaffirmation

Sub-Topic

Attempt to reaffirm after customer

request to cancel

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An agent came to the consumer apartment door. The agent spoke to the consumer about being responsible to the enviornment and going green. The consumer says the agent was also asking to see his Enbridge Gas bill. The consumer says he never showed his bills to the agent. The consumer says he finally signed even though he didn't want to because the agent kept going on and on and wouldn't take no for an answer. The agent told the consumer that by signing he wasn't committed to anything and could cancel when the company calls him back.

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The consumer also requests that Summitt not call him and only contact him by mail.

Consumer Resolution Requested

Cancel Contract Without Penalty

Privacy/Consent

Approval to share info with OEB
Approval to share info with stakeholder
Approval to share info with 3rd party

Yes

Yes

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: 04/24/2009 Contract Reaffirmation date: 05/05/2009 Gas flow date: 07/01/2009 Electricity account never flowed.
Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.	Summitt spoke to the customer on March 5, 2010 and notified them that their complaint had been received.
Provide explanation of why the issue was not resolved at the initial contact from the consumer.	Summitt sent the customer a finalization letter on December 16, 2009.
	Customer called Summitt on January 8, 2010 inquiring about the account and requesting to listen to the reaffirmation call.
	Summitt called the customer on February 16, 2010 to play the reaffirmation call for them but there was no answer so Summitt left a message.
	Customer called Summitt on February 17, 2010 and requested a copy of the reaffirmation call be emailed to him.
	Summitt emailed the customer a copy of the reaffirmation call on February 25, 2010.
	Customer called Summitt on March 3, 2010 and requested a copy of the contract.
	Summitt emailed the customer a copy of the contract on March 3, 2010.
The licensee resolution including timing and method of communication with consumer.	The customer signed up for Summitt Energy s price protection program and Evergreen program (contract# F795190 and H769782 respectfully). Summitt Energy is of the opinion that both contracts signed by this customer are valid. On both reaffirmation calls the customer confirmed that a copy of the contract and brochure which outlines the terms and conditions of the contract was left behind. The customer confirmed enrollment into both programs. If the customer wishes to cancel, exit fees would 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.	Summitt forwarded a copy of this complaint to the sale agent's manager for review and retraining purposes.

What is the timing for resolution to be implemented?	The customer¿s accounts are currently flowing with Summitt.
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 copy of both contracts, reaffirmation calls and exit fee letters on March 24, 2010.
Attach same copies as above to OEB.	Please see attached for a copy of the contracts, reaffirmation calls, finalization letter, email correspondence and exit fee letters.

Supporting Material

4167791551_KObese-jecty_090505_130243.MP3

4167791551_lwinyi_090506_153531.MP3

CD_F795190_20100121081946.PDF

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FR_F795190_20091217113710.PDF

H769782.jpg

MS_H769782_20100323.pdf

Licensee Closure

Resolution Contract and Reaffirmation Valid Action No Further Action

CCR Completed By cblackett

Reimbursement Amount

Additional Comments

TAB H



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REGISTRATION FORMS

BINDER 1

(Summitt Energy Sales Kit)

TAB 1(f)

ZP

TERMS & CONDITIONS

BINDER 1

(Summitt Energy Sales Kit)

TAB 2 (c)

ZP

CERTIFICATES/BUSINESS

CARDS

BINDER 1

(Summitt Energy Sales Kit)

TAB 3 (a)

OEA BROCHURE BINDER 1

(Summitt Energy Sales Kit)

ZP

EVERGREEN PROGRAM STICKER

BINDER 1

(Summitt Energy Sales Kit)

EVERGREEN PROGRAM
REGISTRATION FORM

BINDER 1

(Summitt Energy Sales Kit)

EXERGRSEN PROGRAM
TERMS & CONDITIONS

BINDER 1

(Summit Energy Sales Kit)

Reaffcalls in mp3

Complainant Name: Z.P. [name redacted]

Contract Number: BL1077 GW F795190-4167791551_KObese-

jecty_090505_130243.MP3

Date and Time of Call: May 5, 2009 @1:02:43 pm

Transcribed by: Sherry Piercey

Summit: Hi, can I speak to Z.P. [name redacted]

Z.P. [name redacted] Speaking.

Summit: Hi Z.P. [name redacted] y. Hi there. This is Summit Energy

calling. We were at your home on the 24th of April for your

natural gas...

Z.P. [name redacted] OK.

Summit: and your electricity price protection

Z.P. [name redacted] OK.

Summit: I have [address redacted].

Z.P. [name redacted] Yes.

Summit: OK. And Z.P. [name redacted] you are the account

holder? Is that correct?

Z.P. [name redacted] I'm sorry?

Summit: You are the account holder for the gas and the electricity?

Z.P. [name redacted] Yes I am.

Summit: OK. And the agent left a brochure and a copy of the

agreement that you signed, is that correct?

Z.P. [name redacted] Yes.

Summit: OK. So Summit will provide your natural gas protection

28.1 cent cubic metre until December 31, 2009 and 36.8 cent cubic metre for the remaining term. Your electricity is 7.48 cents kilowatt hour to December 31, 2009 and 8.98 cents kilowatt hours protected for the remaining term for the five years. To complete your agreement and the price protection we need your confirmation. Can you please confirm your agreement by responding with the word "yes"?

Z.P. [name redacted] Well, actually. I actually had a question about that.

Summit: OK, go ahead.

Z.P. [name redacted] Yeah, and I was told I was I think it was an additional

\$12.99 a month?

Summit: Oh that is the green program. That is separate. This is not

the green energy. This is the price protection program. So

you don't pay \$12.99 for this program.

Z.P. [name redacted] So what is this program?

Summit: The price protection to guarantee your stable rate on the

gas and the stable rate on electricity for the five-year term.

Z.P. [name redacted] And it just – it stays the same? It doesn't get any more

expensive or?

Summit: It guarantees you a fixed rate right on the supply on your

gas bill.

Z.P. [name redacted] OK.

Summit: So your rates are protected for the five-year term at stable

rates. So this is basically a price protection program. You see the name and the toll-free number on the hydro bill as well as the gas bill and both rates are protected for the five-

year term.

Z.P. [name redacted] OK, and so what is this price protection program cost me?

Summit: OK, there is a small administrative cost of \$1.35 a month for

the gas.

Z.P. [name redacted] Uh-huh.

Summit: And for the electricity it's \$1.05 a month administrative cost

for the program.

Z.P. [name redacted] And that's all? So OK.

Summit:

That's all. Yeah.

Z.P. [name redacted]

OK. All right.

Summit:

For the agreement of the price protection we need your confirmation. Can you please respond with the word "yes"

Z.P. [name redacted]

Yes.

Z.P. [name redacted]

All right. If you have any questions about the program, Z.P. [name redacted], please feel free to give us a call. Thank you for choosing Summit. You have yourself a good day.

Z.P. [name redacted]

OK. Thank you. Bye.