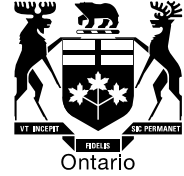


**Ontario Energy Board**  
P.O. Box 2319  
27th. Floor  
2300 Yonge Street  
Toronto ON M4P 1E4  
Telephone: 416- 481-1967  
Facsimile: 416- 440-7656  
Toll free: 1-888-632-6273

**Commission de l'énergie de l'Ontario**  
C.P. 2319  
27e étage  
2300, rue Yonge  
Toronto ON M4P 1E4  
Téléphone: 416- 481-1967  
Télécopieur: 416- 440-7656  
Numéro sans frais: 1-888-632-6273



**BY EMAIL AND WEB POSTING**

**NOTICE OF REVOCATION AND RE-ISSUANCE OF A CODE**

**REVOCATION AND RE-ISSUANCE OF THE ELECTRICITY RETAILER CODE OF CONDUCT**

**AND**

**NOTICE OF REVOCATION AND RE-ISSUANCE OF A RULE AND OF AN AMENDMENT TO A RULE**

**REVOCATION AND RE-ISSUANCE OF THE CODE OF CONDUCT FOR GAS MARKETERS AND AMENDMENT TO THE GAS DISTRIBUTION ACCESS RULE**

**BOARD FILE NO.: EB-2010-0245**

**To: All Licensed Electricity Retailers  
All Licensed Gas Marketers  
All Licensed Electricity Distributors  
All Natural Gas Utilities  
All Participants in Consultation Process EB-2010-0245  
All Other Interested Parties**

**Date: November 17, 2010**

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The Ontario Energy Board (the "Board") has today issued the following under section 45 and section 70.2 of the *Ontario Energy Board Act, 1998* (the "OEB Act"), as applicable:

- i. a restated Electricity Retailer Code of Conduct (the "Retailer Code"), set out in Attachment A to this Notice;

- ii. a restated Code of Conduct for Gas Marketers (the “Marketer Code”), set out in Attachment B to this Notice; and
- iii. an amendment to the Gas Distribution Access Rule (the “GDAR”), set out in Attachment C to this Notice.

The Board has also today issued the following documents that are contemplated in each of the Retailer Code and the Marketer Code (together, the “Supplier Codes”) as restated, in the form in which they will be approved by the Board for use effective January 1, 2011:

- i. disclosure statements, set out in Attachment D to this Notice;
- ii. price comparison templates, set out in Attachment E to this Notice;
- iii. scripts for contract verification calls, set out in Attachment F to this Notice; and
- iv. scripts for contract renewal/extension calls, set out in Attachment G to this Notice.

For information purposes, Attachment H to this Notice sets out a comparison version of one of the scripts for contract verification calls that shows the revisions made relative to the version proposed as part of the materials issued for comment by the Board on October 15, 2010, and Attachment I does the same for one of the scripts for contract renewal/extension calls (the same changes have been made to all of the scripts). The consolidation of certain of the price comparison templates and of the necessary consequential changes (see section 4 below) makes the development of a meaningful comparison version impractical. However, sections 4 and 5 below identify in some detail the changes that have been made to the price comparison templates relative to the versions issued for comment on October 15, 2010.

The revisions to the Board’s regulatory instruments referred to above implement the provisions of the *Energy Consumer Protection Act, 2010* (the “ECPA”) in relation to the activities of licensed electricity retailers and gas marketers

(“suppliers”). As noted in section F below, the revisions take effect on January 1, 2011.

## **A. Background**

The ECPA will establish a new framework for the regulation of the activities of suppliers effective January 1, 2011, the date on which the relevant provisions of the ECPA have been proclaimed to come into force.

On August 12, 2010, the Board issued a Notice of Proposal to Revoke and Re-issue a Code, to Revoke and Re-issue a Rule and to Amend a Rule (the “August Notice”) in which it proposed to revoke and re-issue each of the Supplier Codes and to amend the GDAR to implement the provisions of the ECPA in relation to the activities of suppliers (the “August Proposed Amendments”).

The August Proposed Amendments were prepared on the basis of the ECPA itself and on two draft regulations that were posted for comment by the government on July 2, 2010, one under the ECPA and the other under the OEB Act (the “Draft Regulations”). On October 13, 2010, revised and final versions of the Draft Regulations were filed; namely, Ontario Regulation 389/10 under the ECPA (the “Final ECPA Regulation”) and Ontario Regulation 390/10 (amending Ontario Regulation 90/99) under the OEB Act (the “Final OEBA Regulation”) (together, the “Final Regulations”).

On October 15, 2010, the Board issued a Notice of Revised Proposal to Revoke and Re-issue a Code, to Revoke and Re-issue a Rule and to Amend a Rule (the “October Notice”) in which it proposed revisions to the August Proposed Amendments (the “October Proposed Amendments”). Many of the proposed revisions were designed to accommodate the new requirement in the Final ECPA Regulation that a disclosure statement be accompanied by a price comparison. Other revisions were proposed in response to stakeholder comments or to reflect additional changes made to the Draft Regulations as ultimately set out in the Final Regulations.

The Board received 10 written comments on the October Proposed Amendments from 14 stakeholders including suppliers, gas distributors and representatives of consumers. These are available for viewing on the Board’s website at

[www.oeb.gov.on.ca](http://www.oeb.gov.on.ca) on the “Implementation of Consumer Protection (Retailer/Marketer) Provisions of the ECPA” webpage, together with all other materials issued by or filed with the Board in this consultation.

On October 21, 2010, a group of suppliers filed a letter with the Board urgently requesting that the Board consider certain options for addressing transitional issues relating to contract renewals. On October 25, 2010, the Board issued a letter in response, indicating that any approach to the transition for contract renewals must comply with the legal and regulatory requirements applicable at the time of renewal and stating that neither of the suppliers’ proposals satisfy those requirements in all respects.

## **B. Adoption of October Proposed Amendments with Revisions**

The Board has considered the comments received in response to the October Notice, and has determined that no material changes are required to the restated Supplier Codes or the proposed amendment to the GDAR as set out in the October Proposed Amendments. The Board has therefore adopted those October Proposed Amendments, with certain revisions described in section C below. The Board has also made revisions to the verification call scripts, renewal/extension call scripts, disclosure statements and price comparison templates, as also described in section C below.

## **C. Overview of Comments Received and of Revisions Made to Materials Accompanying the October Notice**

### *1. Restated Supplier Codes*

Stakeholders representing larger volume or low-volume commercial consumers were generally supportive of the proposed revised restated Supplier Codes attached to the October Notice. One of these stakeholders suggested that, in addition to the re-training referred to in sections 5.8 and 5.9 of each of the restated Supplier Codes, re-training should also be required in circumstances where a salesperson has been the subject of repeated complaints. The Board notes that this contingency is addressed in sections 7.5 and 7.6 of each of the restated Supplier Codes, and does not believe that anything further is required in that regard.



A stakeholder representing low-volume consumers suggested that suppliers be required to review with a salesperson or verification representative any mistakes the person may have made on a training test, to ensure that the person has corrected his or her knowledge. The Board expects that post-testing review of any training test questions that have been answered incorrectly will be undertaken as a normal part of the process by which suppliers satisfy themselves that their salespersons and verification representatives will act in accordance with all applicable legal and regulatory requirements. The Board does not believe that it is necessary to include specific provisions in that regard in the restated Supplier Codes.

A supplier suggested that two proposed changes be made to the restated Supplier Codes. First, the supplier proposed that the requirement set out in section 2.3 to wear an identification badge on the front of a salesperson's outer clothing (i.e., the item of clothing that is at any given time the outermost) be replaced with a requirement that the badge be prominently displayed (the concept referred to in the Final OEBA Regulation), to provide flexibility when a supplier is dealing with family and close friends. The Board does not believe that it is desirable to allow suppliers to individually determine how best to "prominently display" an identification badge, and is not persuaded that the particular circumstance identified by this supplier warrants special treatment in that regard.

The second change proposed by this supplier is to clarify that internet-based training is acceptable for purposes of the restated Supplier Codes. The Board agrees with this supplier that, as proposed in the October Proposed Amendments, the restated Supplier Codes do not prohibit internet-based training. The Board also agrees that a reference to internet-based training should nonetheless be specifically included in the restated Supplier Codes to ensure that it is clearly understood that this form of training is acceptable. The Board has revised section 5.5 of each of the restated Supplier Codes accordingly. The Board emphasizes that it expects suppliers that use internet-based training to ensure that appropriate safeguards are in place, such as those identified by the supplier that raised this issue in its comments as well as safeguards that allow the supplier to ensure that a person cannot take a training test on another person's behalf.

This supplier also requested clarification as to the practical implications of the provision of the restated Supplier Codes that imposes a limitation on the number of times that a salesperson or verification representative can re-take a training test. The supplier identified four possible outcomes, ranging from allowing an opportunity to re-take a training test after a period of time has elapsed to an absolute prohibition on the person acting as a salesperson or verification representative for any supplier in the future. The Board confirms that the effect of the limitation on the re-taking of training tests is that the supplier cannot offer further training or testing for a person that has failed to pass that supplier's training test twice.

In their joint comments, a group of suppliers proposed that the form of Certificate of Compliance appended to each of the restated Supplier Codes be revised to state that the requirement relating to business cards and identification badges applies only to salespersons that are transacting with a consumer in person. It is clear from both the Final OEBA Regulation and sections 1.1, 2.1 and 2.3 of each of the restated Supplier Codes that the business card and identification badge requirements apply only where a salesperson is retailing or marketing to a consumer in person. The Certificate refers to compliance with all applicable legal and regulatory requirements, and as such addresses the requirements associated with business cards and identification badges in that context. The Board does not believe that any revisions to the form of Certificate of Compliance are necessary in that regard.

This group of suppliers also requested that the restated Supplier Codes be amended to allow: (a) the option to produce the disclosure statements and price comparison templates in a carbon format; and (b) the option to reproduce the disclosure statements and price comparison templates in a black and white version. With respect to (a), the data files for the disclosure statements and price comparison templates can be used by a supplier to produce documents that allow for carbon capture of the consumer's signature and, in the case of the price comparison templates, of the information included in Part B by the supplier. The Board understands that suppliers may wish to use this functionality as a means of being able to later demonstrate that the consumer did, in fact, sign a particular document on a given date, rather than having the consumer sign two copies of the document. The Board emphasizes that, in the event of a dispute, the Board will look to the supplier to demonstrate to the Board's satisfaction that all legal

and regulatory requirements relating to the contracting process have been met. While the Board therefore encourages suppliers to avail themselves of the carbon capture functionality, the Board does not believe that it is necessary to revise the restated Supplier Codes to make express provision for it.

With respect to (b), the colour design of the disclosure statements and price comparison templates provides better readability and allows for certain information to be emphasized for the consumer. The Board therefore will not make provision for the documents to be distributed to consumers in a black and white format.

A supplier suggested that the restated Supplier Codes should be prescriptive with regards to both the format of a renewal cancellation form and its location in the renewal package. The Board is satisfied that the rules set out in the Final ECPA Regulation in relation to renewal/extension forms are adequate and need not be augmented.

In the October Proposed Amendments, the Board proposed to limit a number of new provisions in the restated Retailer Code to make them applicable only to transactions with low volume consumers. While the Board is not revisiting that approach, the Board has noted that the scope of section 8.1 of the restated Retailer Code has been unnecessarily limited relative to the scope that exists today (section 4.1 of the current Retailer Code). The Board has revised section 8.1 of the restated Retailer Code to revert to text that more closely reflects section 4.1 of the current Retailer Code.

## *2. Verification and Renewal/Extension Scripts*

Stakeholders representing consumers had no specific comments on the verification call scripts and the renewal/extension call scripts attached to the October Notice.

In their joint comments, a group of suppliers proposed the following in relation to the scripts:

- i. A number of changes to the text, set out in comparison versions of the scripts provided by this group of suppliers with their comments, which

appear to be intended largely to make the scripts more “consumer friendly”. The Board has adopted some of those changes, but has not adopted changes that would have fundamentally altered the text or its meaning, or that did not in the Board’s view provide greater clarity for the consumer. The Board has also made a small number of additional changes for clarity.

- ii. The Board should allow verification of multiple locations for a consumer with one verification call. The Board notes that the revisions to the scripts proposed by this group of suppliers do not appear to be specifically aimed at this issue, and the Board therefore understands that the suppliers’ proposal is that a generic provision be included in each of the restated Supplier Codes to allow for this circumstance. The Board is concerned that a “multiple locations” script will become unwieldy for the consumer, particularly if the contract offer is one that is dual fuel and/or where different price options are being made available. In addition, there may be instances where a person has been authorized by an account holder to make decisions for some accounts but not others. The Board is therefore not proposing to make provision for a “multiple locations” verification script at this time, but may consider that for the future.

### 3. *Disclosure Statements*

A stakeholder representing low-volume consumers proposed two changes to the disclosure statements. The first was that a reference to the salesperson’s name and identification number should be included on the disclosure statements, at least for the door-to-door versions, which in this stakeholder’s view could be useful in the case of disputes. The Board notes that the Final ECPA Regulation requires that the name of the salesperson be included in a contract that is entered into with a consumer in person. The Board believes that this is adequate for purposes of enabling the salesperson to be identified in these cases, and that no further revisions to the disclosure statements are necessary for this purpose.

The second change proposed by this stakeholder was to include in the gas and electricity versions of either the disclosure statements or the price comparison templates a warning indicating that the consumer should investigate the impact

that switching to a contract may have on their equal billing plan payments, both in the immediate term and as part of the “true up” or reconciliation process. As indicated in the October Notice, the Board is currently examining issues relating to equal billing for retailer-enrolled customers in its on-going consultation on electricity distributor customer service rules (consultation process EB-2007-0722). The Board prefers to await the outcome of that consultation before to making any further changes to the disclosure statements relating to equalized billing. While the Board understands that distributors may not be in a position to identify in all cases the exact amount of the financial impact of switching to a contract, the Board does expect that gas and electricity distributors will provide such assistance as they can to consumers that contact them with inquiries in this regard.

Another stakeholder reiterated that the disclosure statements should not include any statement of any kind about savings. The Board addressed this issue in the October Notice, and does not intend to revisit it. This same stakeholder also proposed that the electricity versions of the disclosure statements include a further statement regarding the global adjustment to the effect that “the Global adjustment (*sic*) amount is effectively the same, whether buying from your utility or a retailer”. This is not, strictly speaking, a necessarily accurate statement in all cases given the manner in which forecast global adjustment costs are included in Regulated Price Plan prices relative to the manner in which global adjustment costs are charged to retailer-enrolled consumers on a monthly basis. The Board is also concerned that, absent considerably more explanation, this statement may be confusing and potentially misleading to consumers. The Board has therefore not included this statement in the disclosure statements.

In their joint comments, a group of suppliers indicated that it was not clear why separate disclosure statements are required for “direct mail” and “in person” sales approaches. The distinction lies in the manner in which time is calculated for purposes of the 10-day “cooling off” period under the ECPA and the Final ECPA Regulation. In the “in person” case, the 10 days run from the date of signature of the contract, whereas in the “direct mail” case the 10 days run from the date on which the consumer sends a signed copy of the contract back to the supplier. This distinction is reflected in the text of disclosure statements in the relevant place.

This group of suppliers also commented that, for disclosure statements included as part of an internet offer, it will only be possible for the “click icon” to be incorporated on the screen and not embedded in the document. The Board notes that the Final ECPA Regulation makes reference to the consumer checking a box to indicate that he or she has read and understood the applicable disclosure statement and price comparison, but does not mandate that the box be part of the disclosure statement or the price comparison itself. The Board has therefore revised the internet versions of the disclosure statements in the manner suggested by these suppliers.

The Board has made a small number of changes to the electricity versions of the disclosure statements (one change) and to the gas versions of the disclosure statements (two changes) as a result of comments received from non rate-regulated gas distributors, and these are discussed in section 5 below.

As contemplated in the October Notice, the Board has undertaken further format and graphic design work related to the disclosure statements as attached to the October Notice, among other things to ensure uniformity of all of the disclosure statements. The disclosure statements attached to this Notice reflect the results of that exercise.

#### *4. Price Comparisons*

For the most part, stakeholders representing consumers had few comments on the price comparison templates attached to the October Notice.

One stakeholder did propose the following revisions: (a) that the references to “monthly supply cost” be expressed as being “with your utility” or “with [the supplier]”, as applicable; (b) that a more defined structure be prescribed for the presentation of the supplier’s price disclosure in Part B of the template; and (c) that the templates be reconfigured to allow either a side-by-side comparison or to otherwise somehow emphasize for consumers the values that they should compare. Although the addition of the phrase “with your utility” or “with [the supplier]” may provide some additional measure of certainty, the Board is satisfied that both the structure and mandatory text set out in the price comparison templates make it sufficiently clear as to which is the utility price and which is the contract price. The Board is not persuaded that it is practical to

revise the templates to accommodate either (b) or (c), except perhaps in relation to very simple fixed price offers, and has therefore also not adopted those proposals. However, the Board has revised the instructions in each of the price comparison templates to require the supplier to identify the total monthly contract amount using the same nomenclature as is used in Part A of the applicable template.

A stakeholder representing low-volume consumers suggested that the price comparison presentation used by a particular supplier be subject to review by the Board. The Board does not believe that it is necessary to require suppliers to submit their price comparison presentations for prior review or approval by the Board. If it appears that a supplier's price comparison presentation may be misleading or otherwise non-compliant, the Board will take such remedial action as may be warranted at the relevant time.

Representatives of suppliers each suggested a number of revisions to the price comparison templates, including the following:

- i. A group of suppliers jointly commented that the different versions of the templates for gas supply, transportation and storage should be consolidated and the marketer should be allowed to indicate the combination applicable to the specific offer being made to the consumer. The Board sees merit in this proposal, both for simplicity and for ease of comparison by consumers. The Board is therefore replacing these different versions of the price comparison templates with one version for each of residential and non-residential consumers that addresses supply, transportation and storage on the same template. It is necessary to have different versions of these consolidated templates for different gas utilities, as not all utilities offer unbundled rates for transportation and/or storage. Consequential changes have also been made to the instructions, to indicate how the supplier is to identify whether charges for transportation and/or storage are included in the contract price or will continue to be paid at the utility price.
- ii. A group of suppliers jointly proposed that the gas versions of the templates be revised to reflect the provincial average annual

consumption divided by 12 months multiplied by the then-current utility rate. Another supplier requested that it be permitted to show a range of utility rates, or a representative rate, for customers in Union Gas franchise areas other than Southern Ontario on one price comparison form. According to this supplier, the utility rate in each franchise area is only marginally different, and collapsing the forms into one would simplify the process. Based on current gas supply, transportation and storage rates, the difference in the monthly amount for these three components of the utility bill for consumers in different Union Gas rate zones could in some cases be in excess of \$6.00. Even excluding the Southern rate zone and using an average for the remaining four rate zones, the difference could in some cases be in excess of \$3.50. The Board believes that these differences are sufficiently material so as to warrant the retention of separate price comparison templates for the different Union Gas rate zones. The Board also remains of the view that different price comparison templates should be used for consumers in each franchise area, and is maintaining separate templates applicable to each gas distributor in the Province.

- iii. Suppliers made different comments regarding the treatment of storage and transportation costs in the gas versions of the templates. A group of suppliers jointly indicated that they are unable to provide a cost comparison for storage and transportation when included in the contract, as these cannot be hedged and the transportation rate may fluctuate as TCPL tolls change. In addition, this group of suppliers noted that neither the supplier nor the consumer will know the consumer's utility transportation profile at the time of sale. The group of suppliers therefore suggested that contract transportation and storage charges be compared against utility costs on a per cubic meter basis only. By contrast, another supplier supported full price disclosure, including transportation and storage costs, and further proposed that contract rates for transportation should be fixed and not variable. The Board believes that, for price comparison purposes, it is appropriate to treat variable transportation and storage costs in much the same manner as market-based supply costs. The Board has therefore revised the instructions for the gas versions of the price comparison templates to require the supplier to include, in addition to



the price prevailing at the time of the contract offer, a description of how the variable price is derived and the basis on which changes to the variable price will be determined during the contract term.

- iv. A supplier suggested that the gas versions of the templates for non-residential and residential consumers are redundant. According to this supplier, the critical components of the price comparisons are the utility rate and the contract price, and there is no value in having total dollar amounts based on consumption thresholds as “the customer can do their own math”. This supplier also expressed the view that the difference between Rate 1 and Rate 6 is negligible and would not be a determinant in whether the customer opts to sign a fixed rate contract. This supplier therefore recommended that there be only one form of price comparison. The Board remains of the view that, for comparison purposes, it is more useful for the consumer, and in particular for residential consumers, to have an estimated “bottom line” number that reflects both price and consumption than it would be to simply provide price information. The Board is not persuaded that changes should be made to the Board’s overall approach to the price comparison templates in this regard, whether in relation to the gas versions or the electricity versions.
  
- v. A supplier questioned why only one contract price can be included in Part B of the gas versions of the price comparison templates. This supplier recommended that Part B should be unique by product, with multiple contract prices listed by term on the same price comparison document. In their joint comments, a group of suppliers made the same recommendation. The Board believes that the requirement to show each separate contract price offer on one price comparison document will better ensure that the consumer can clearly identify each price offer and understand how each compares against the utility price. The Board has therefore not adopted this recommendation, either in relation to the gas versions or the electricity versions of the templates.

All of the following comments were made jointly by a group of suppliers:

- vi. The suppliers proposed that the title of each of the templates be changed to include “at the time of signing the contract”. The Board notes that each template indicates the period of time for which the template is in effect (in the case of the templates for consumers served by non rate-regulated gas utilities, by reference to a start date only). The Board is not persuaded that the addition proposed by this group of suppliers will provide incremental additional clarity for consumers, and has not incorporated it into the templates.
- vii. The suppliers proposed that the phrases “monthly electricity supply cost” and “monthly gas supply cost” be qualified to read “estimated monthly electricity supply cost” and “estimated monthly gas supply cost”. The Board believes that this proposal is in keeping with the overall tenor of the price comparison templates, provided that it is clear that the reference to “estimated” applies equally to the supplier’s contract price disclosure portion of the template, and has incorporated it into all of the price comparison templates.
- viii. The suppliers proposed that the phrase “you will also have to pay charges for...” be qualified with the words “to your utility”. The Board believes that this proposal is also in keeping with the overall tenor of the price comparison templates and has incorporated it into both Part A and Part B of all of the templates.
- ix. The suppliers commented that a comparison based on a 6-month forecast of a variable rate is impractical and misleading and should not be necessary with the inclusion of the qualifying description of the market price in the price comparison form. They recommended that the price comparison be limited to the initial variable rate. While the Board understands that meaningful forecasts of market prices may not be available for the entire duration of a contract, in the Board’s view a rate based on a 6-month forecast can reasonably be expected to be more representative of the cost to the consumer than the market rate on any given day. The Board is therefore not persuaded that it should change its approach to this element of contract price disclosure.

- x. The suppliers requested that the price comparison templates be revised so that utility and supplier price comparison information can be provided on one page. The Board notes that there is nothing in the templates that precludes placing all of the information on one page, although the Board acknowledges that this may be difficult to achieve in light of the length of Part A in certain versions and the minimum font requirements applicable to all versions. While the Board agrees that a one-page document would in most respects be ideal, the Board does not believe that either the content of Part A or the minimum font requirement should be sacrificed for the purpose of having a price comparison document that is limited to one page. The Board will, however, make the price comparison templates available in legal-sized format.
- xi. The suppliers noted the fact that contract renewal forms must be sent at least 60 days before the date of contract expiry, and requested that the price comparison templates reflect the utility rates in effect as of the current date. The Board expects suppliers to use the price comparison template that is current as of the date of transmittal to the consumer. In the case of contract renewals or extensions, the Board confirms that there is no requirement for the supplier to provide an updated price comparison in the event that a utility price change occurs during the 60-120 day renewal or extension window.
- xii. The suppliers commented that the provision of three arbitrary levels of consumption in the gas price comparison templates for non-residential consumers is not illustrative of how non-residential customers consume, and recommended that the rate comparison be on a per cubic meter basis only. By contrast, a gas distributor supported the Board's "three example" approach to dealing with the issue of consumption by non-residential consumers in the price comparison templates. The Board believes that its approach provides a non-residential consumer with a better (i.e., more illustrative) basis for comparison than would the recommendation made by the suppliers and is not persuaded that any changes should be made to the price comparison templates in that regard, either in the electricity or gas versions.

- xiii. The suppliers noted that the price comparison templates require them to provide price comparisons as an accurate reflection of the price over the term of the contract. They requested that the Board revise the restated Supplier Codes to accept introductory pricing if all pricing components are reflected in the price comparison for the duration of the contract. The Board does not believe that either the restated Supplier Codes or the price comparison templates prohibit introductory pricing. Where, however, the contract price changes during the course of the contract term (for example, where there is an introductory price for some initial period and a different price thereafter), each different contract price must be separately identified by the supplier in the price comparison document as required by and in accordance with the instructions set out in the templates. The Board therefore does not believe that any further changes are required to either the restated Supplier Codes or the price comparison templates to address introductory pricing.

In addition to the revisions made in response to stakeholder comments as discussed above and in section 5 below, the Board has also revised the price comparison templates as follows:

- i. To assist consumers in achieving a better understanding of their energy costs, a sentence has been added to each of the price comparison templates indicating where the consumer can go for further information about the delivery and other charges that appear on their utility bills (a reference to the Board's website in the templates relating to rate-regulated utilities and a reference to the utility in the templates relating to non rate-regulated gas utilities).
- ii. In the electricity versions of the price comparison templates, references to tiered Regulated Price Plan prices have been deleted. Based on current expectations for the implementation of time-of-use billing, the Board anticipates that time-of-use pricing will be phased in for most residential consumers in 2011. As such, the Board believes that time-of-use prices are a better point of comparison against retail offerings than are tiered prices. The Board also believes that the elimination of tiered pricing from the electricity price comparison

templates will minimize the potential for consumer confusion and tend towards the more effective administration of the price comparison framework on a going forward basis. For completeness, however, the Board has included in the electricity price comparison templates a statement alerting consumers to the fact that they may still be on tiered pricing, and advising them to contact their utility for further information about when time-of-use pricing will apply to them.

- iii. To ensure that there is no confusion as to the source of information contained in the price comparisons that are provided to consumers, Part B of each of the price comparison templates has been revised to make it clear that the price disclosure information set out in Part B was prepared by the supplier.
- iv. To facilitate consumer review of the price comparisons, the Board has increased the font size of the pre-populated information on the price comparison templates to 11 font, and has therefore also revised the instructions on all of the price comparison templates to require the same minimum font size.

As contemplated in the October Notice, the Board has undertaken format and graphic design work related to the price comparison templates as attached to the October Notice. The price comparison templates attached to this Notice reflect the results of that exercise.

#### 5. *Issues Arising in Relation to Non Rate-Regulated Gas Distributors*

Both of the non rate-regulated gas distributors proposed that consumers be directed to their respective websites in order to avoid confusion as to who sets the utility price in their service areas. In one case, the distributor proposed that this be included in the disclosure statements and/or price comparison templates whereas in the other case, the distributor proposed that the Board's website contain a link to the distributor's website. In both cases, the distributors proposed that they might create an on-line bill calculator similar to the one on the Board's website.

The Board agrees that the addition of a reference to the consumer contacting the utility about utility prices is appropriate in these circumstances. However, to avoid having different disclosure statements applicable to different gas distributors, the Board has added to the gas versions of the disclosure statements a statement that the consumer can contact the utility for more information about utility pricing. Should this approach not be sufficient for purposes of ensuring that consumers are not confused as to the entity that sets the rates charged by their gas utility, the Board may revisit the issue.

The Board's on-line bill calculator cannot currently accommodate price comparisons for utilities whose rates are not set by the Board. To again avoid having different disclosure statements applicable to different gas distributors, the Board has added to the gas versions of the disclosure statements some additional text that clarifies that the Board's on-line bill calculator applies only where the Board sets the utility's rates. The text of the relevant statement has also been simplified in both the gas and electricity versions of the disclosure statements, as has the comparable text in the gas and electricity price comparison templates. The Board has also removed from the price comparison templates applicable to the two non rate-regulated utilities the text box that refers consumers to the Board's on-line bill calculator. The Board may further explore options for on-line bill calculators applicable to non rate-regulated gas utilities, and may engage the two utilities in discussions in that regard.

## 6. *Other*

In their joint comments, a group of suppliers requested that the Board provide a separate destination on its website for the purpose of housing materials related to the restated Supplier Codes. The Board confirms that it intends to do so, and will notify suppliers and other interested parties once the dedicated webpage becomes available.

This group of suppliers also requested that the Board acknowledge receipt of Certificates of Compliance received prior to noon on December 31, 2010 no later than 12:01 a.m. on January 1, 2011. The Board reiterates the statements made in the October Notice to the effect that it anticipates that it will be in a position to issue written acknowledgements in the first week of January, 2011 in relation to Certificates that meet all applicable requirements.

This group of suppliers also requested the immediate receipt of the disclosure statements and price comparison templates, populated as necessary, to ensure that February 2011 renewal notices can include these materials. To the extent that this request presupposes the acceptability of one of the options for addressing contract renewal transitional issues identified in the joint supplier letter filed with the Board on October 21, 2010, the Board refers suppliers to the Board's October 25, 2010 response to that letter.

#### **D. Licence Amendments and EBT Standards**

As indicated in the August Notice and the October Notice, any required changes to the licences of suppliers will be addressed separately from this notice and comment process.

As also indicated in the August Notice and the October Notice, any required changes to the EBT Standards for gas and electricity were similarly being addressed separately from this notice and comment process. The October Notice listed the issues that had been identified by the EBT Standards Working Groups in their letter filed with the Board on October 6, 2010, as well as the Board's views on each. By letter dated October 21, 2010, the Board requested that the EBT Standards Working Groups confirm whether any additional issues related to the current EBT processes arise in relation to the implementation of the ECPA, in particular in respect of areas where the Final Regulations differ from the Draft Regulations and where the October Proposed Amendments differ from the August Proposed Amendments. By letter dated November 4, 2010, the EBT Standards Working Groups reported back to the Board and confirmed that the members of the Working Groups had not identified any further issues.

On the basis of the Working Groups' reports, it appears that there are no significant EBT process issues that require immediate attention in order to ensure a smooth transition to the new legal and regulatory regime applicable to the activities of suppliers. If there are any electricity or gas distributors that are of a different view, the Board expects that they will so notify the Board without delay.

## **E. Anticipated Costs and Benefits**

The anticipated costs and benefits of the August Proposed Amendments and the October Proposed Amendments were set out in the August Notice and the October Notice, respectively, and interested parties should refer to those Notices for further information in that regard.

The Board believes that the revisions that it has made to the October Proposed Amendments, as discussed in section C above, will provide greater certainty and clarity in terms of the implementation of the consumer protection provisions (retailer/marketer) of the ECPA. The Board does not believe that those revisions will result in incremental costs for suppliers, distributors, or consumers relative to the costs associated with implementation of the August Proposed Amendments or the October Proposed Amendments.

## **F. Coming into Force**

As contemplated in the August Notice and the October Notice, the restated Retailer Code, the restated Marketer Code, and the amendment to the GDAR will come into force on January 1, 2011.

## **G. Cost Awards**

The Board will address cost awards for this consultation by way of a Notice of Hearing to be issued shortly.

This Notice, including the restated Retailer Code, the restated Marketer Code and the amendment to the GDAR set out in Attachments A, B and C to this Notice, and the disclosure statements, price comparison templates, verification call scripts and renewal/extension call scripts set out in Attachments D, E, F and G, respectively, to this Notice, as well as all other Attachments, will be available for public viewing on the Board's web site at **[www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)** and at the office of the Board during normal business hours.

If you have any questions regarding this Notice, including the attachments to this Notice, please contact the Market Operations Hotline at



[market.operations@oeb.gov.on.ca](mailto:market.operations@oeb.gov.on.ca) or at 416-440-7604. The Board's toll free number is 1-888-632-6273.

**DATED** at Toronto, November 17, 2010

ONTARIO ENERGY BOARD

*Original signed by*

Kirsten Walli  
Board Secretary

Attachments:

Attachment A:	Restated Electricity Retailer Code of Conduct
Attachment B:	Restated Code of Conduct for Gas Marketers
Attachment C:	Amendment to the Gas Distribution Access Rule
Attachment D:	Disclosure Statements
Attachment E:	Price Comparison Templates
Attachment F:	Verification Call Scripts
Attachment G:	Renewal/Extension Call Scripts
Attachment H:	Comparison Version of a Verification Call Script (for information purposes only)
Attachment I:	Comparison Version of a Renewal/Extension Call Scripts (for information purposes only)

**Attachment A**

**Restated Electricity Retailer Code of Conduct**

*[see separate document attached]*



# **ONTARIO ENERGY BOARD**

## **Electricity Retailer Code of Conduct**

**Restated  
November 17, 2010**

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## **PART A**

### **1 GENERAL PROVISIONS**

#### **1.1 The Purpose of this Code**

The purpose of this Electricity Retailer Code of Conduct (the "Code") is to set out the minimum standards that a licensed retailer must meet when retailing electricity to consumers.

#### **1.2 Definitions**

In this Code:

“account holder” has the meaning given to it in the ECPA;

“account holder’s agent” has the meaning given to it in the ECPA Regulation;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“Board” means the Ontario Energy Board;

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

“consumer information” means information relating to a specific consumer obtained by a retailer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

“contract” has the meaning given to it in section 2 of the ECPA;

"contract price" has the meaning given to it in section 2 of the ECPA Regulation;

"customer" means a consumer with whom a retailer has a contract for the supply of electricity;

"disclosure statement" has the meaning given to it in the ECPA Regulation;

"ECPA" means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

"ECPA Regulation" means Ontario Regulation 389/10 made under the ECPA;

"Effective ECPA Date" means January 1, 2011;

"low volume consumer" means a consumer who annually uses less than 150,000 kilowatt hours of electricity or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

"regulation" means a regulation made under the Act or the ECPA;

"retailing" includes door-to-door selling, internet selling, direct mail selling, and any other means by which a retailer or a salesperson or verification representative of a retailer interacts directly with a consumer;

"salesperson" has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a retailer but excludes a verification representative when acting solely in that capacity;

"text-based" has the meaning given to it in section 2 of the ECPA; and

“verification representative” means a person that conducts the verification of a contract on behalf of a retailer.

### **1.3 Application**

This Code applies to all retailers licensed under section 57(d) of the Act.

### **1.4 Interpretation**

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

### **1.5 Low volume consumer contracts only with account holder**

A retailer shall not enter into, verify, renew or extend a contract with any low volume consumer for the supply of electricity to premises other than:

- (a) the account holder for the premises; or
- (b) an account holder's agent for the premises,

and references in Parts A and B of this Code to “consumer” or “low volume consumer” shall be interpreted accordingly.

## **1.6 Obligation to comply with the law**

1.6.1 A retailer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a retailer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.

1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

## **1.7 Obligation to ensure persons comply**

1.7.1 A retailer shall ensure that its salespersons and verification representatives adhere to the same standards required of the retailer as set out in this Code.

1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a retailer shall be deemed to be the acts or omissions of the retailer.

## **1.8 Determinations by the Board**

1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board’s discretion.

## **1.9 Breach of this Code**

A breach of this Code may occur in the course of retailing even if no contract is entered into, amended, renewed or extended.

## **1.10 Coming into Force**

1.10.1 This Code shall come into force on the Effective ECPA Date.



1.10.2 This Code replaces the Electricity Retailer Code of Conduct dated December 20, 2004 as of the Effective ECPA Date, and the Electricity Retailer Code of Conduct dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

## **PART B**

### **1 FAIR MARKETING PRACTICES**

1.1 A retailer or salesperson of a retailer, when retailing to a consumer, shall:

- (a) immediately and truthfully give the name of the salesperson and the retailer to the consumer, and state that the retailer is not the consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) if retailing to a low volume consumer in person at a place other than the retailer's place of business, provide the low volume consumer with a business card that meets the requirements of this Code;
- (c) if retailing to a low volume consumer in person at a place other than the retailer's place of business, display an identification badge that meets the requirements of this Code;
- (d) state the price to be paid under the contract for the supply of electricity, and state the term of the contract;
- (e) not exert undue pressure on a consumer;
- (f) allow a consumer sufficient opportunity to read all documents provided;
- (g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
- (h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

## **2 BUSINESS CARDS AND IDENTIFICATION BADGES**

### **Business cards**

- 2.1 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business provides the low volume consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the low volume consumer about the retailer's products, services or business and before requesting any information about the low volume consumer, including asking that the low volume consumer locate any utility bills.
- 2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
- (a) the licence number issued to the retailer under the Act;
  - (b) the name and address of the retailer;
  - (c) the name of the salesperson acting on behalf of the retailer;
  - (d) the toll-free telephone number of the retailer; and
  - (e) the website address of the retailer.

### **Identification badges**

- 2.3 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.
- 2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

- (a) clearly identify that the salesperson is acting on behalf of the retailer, is not a representative of the low volume consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
  - (b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
  - (c) identify the retailer;
  - (d) identify the name of the salesperson acting on behalf of the retailer;
  - (e) identify the title or position of the salesperson;
  - (f) include an identification number for the salesperson that has been issued by the retailer for that purpose; and
  - (g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.
- 2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the low volume consumer.

### **3 CONTRACTS AND TRANSFER REQUESTS**

#### **Contracts with low volume consumers**

- 3.1 A contract between a retailer and a low volume consumer shall clearly state:
- (a) the time period for which the contract is in effect;
  - (b) the type and frequency of bills the low volume consumer will receive; and
  - (c) any terms and conditions for renewal, extension or amendment.
- 3.2 A retailer shall not enter into any contract with a low volume consumer that has a term of more than five years.

**Transfer requests and supply (low volume consumers - where verification is required)**

3.3 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification applies unless:

- (a) the retailer has given a text-based copy of the contract to the low volume consumer;
- (b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
- (c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
- (d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
- (e) the contract has been validly verified.

**Transfer requests and supply (low volume consumers - where verification is not required)**

3.4 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification does not apply unless:

- (a) the retailer has given a text-based copy of the contract to the low volume consumer;
- (b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
- (c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
- (d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and

- (e) the low volume consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.

### **Transfer requests and supply (other consumers)**

- 3.5 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a consumer who is not a low volume consumer to that retailer or supply electricity to a consumer that is not a low volume consumer unless the retailer has the permission of the consumer in writing to do so.
- 3.6 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer who is not a low volume consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or this Code, or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a compliant contract; and
  - (a) if the consumer accepts the compliant contract, provide a copy of the compliant contract to the consumer within 14 days of acceptance by that consumer; or
  - (b) if the consumer does not accept the compliant contract, immediately reverse the transfer request.

### **Transfer requests where contract with low volume consumer is cancelled**

- 3.7 Where a retailer receives notice of cancellation of a contract from a low volume consumer, the retailer shall submit a request to the applicable electricity distributor for a change of electricity supply for that low volume consumer to the electricity distributor, within 10 days of receipt of the notice of cancellation.

**Transfer requests where low volume consumer enters into contract with another retailer**

3.8 A retailer that is notified of a pending transfer request by an electricity distributor under section 10.5.4 of the Retail Settlement Code that pertains to a contract with a low volume customer shall, within 5 business days of the date of receipt of that notification, notify the low volume consumer to whom the transfer request relates of the pending transfer request and of the consequences to the low volume consumer if processing of the transfer request is completed. The notification to the low volume consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the retailer if the processing of the transfer request is completed. The notification to the low volume consumer may be:

- (a) text-based; or
- (b) by telephone, provided that the retailer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA Regulation, where a retailer makes a recording of a telephone call under this section, the retailer shall provide a copy of the recording to the low volume consumer within 10 days after the low volume consumer requests it.

3.9 Section 3.8 only applies where the low volume consumer's contract with the retailer will expire after the proposed transfer date.

## **4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS**

### **Disclosure statements for low volume consumers**

- 4.1 A retailer shall not offer a contract to a low volume consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.
- 4.2 A retailer shall not renew or extend a contract with a low volume consumer unless the retailer has given the low volume consumer a disclosure statement in the applicable form approved by the Board.
- 4.3 If a low volume consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.
- 4.4 If a retailer wishes to provide a low volume consumer with a Board-approved disclosure statement in a language other than English:
  - (a) if the disclosure statement is available from the Board in that language, the retailer may only provide the low volume consumer with the disclosure statement that is available from the Board in that language; or
  - (b) if the disclosure statement is not available from the Board in that language, the retailer may provide the low volume consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.
- 4.5 A retailer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only in



respect of the information specifically called for by the disclosure statement. Where a retailer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the retailer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

### **Price comparisons**

4.6 A retailer shall ensure that a disclosure statement provided to a low volume consumer is accompanied by a price comparison. For that purpose, the retailer shall:

- (a) use the applicable price comparison template approved by the Board, in the form and with the content that is made available by the Board at the relevant time and without alteration or redaction other than to include details of the retailer's contract price offer and such other information as is required by the instructions contained in the template; and
- (b) complete the Board-approved price comparison template by including details of the retailer's contract price offer and such other information as is required by the instructions contained in the template, and shall do so in accordance with the instructions contained in the template.

4.7 A retailer shall ensure that the information regarding the contract price being offered to a low volume consumer that is included by the retailer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.

4.8 A retailer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the retailer.

4.9 If a retailer wishes to provide a low volume consumer with a price comparison in a language other than English, the retailer may provide the low volume consumer

with a translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the Board referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

#### **Verification of contracts with low volume consumers**

- 4.10 A retailer shall ensure that the verification of a contract with a low volume consumer complies with section 4.11.
- 4.11 The verification of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:
- (a) the verification representative shall use the applicable script approved for that purpose by the Board;
  - (b) the verification representative shall not deviate from the applicable Board-approved script except to comply with paragraph (e), to provide a factual answer to a question from the low volume consumer or to provide a factual clarification where the low volume consumer has indicated that he or she does not understand a statement made by the verification representative;
  - (c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a “yes” or “no” answer from the low volume consumer, the verification representative shall terminate the verification call if the low volume consumer does not provide a clear affirmative response;
  - (d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the retailer;
  - (e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board-approved script so requires, and

shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board-approved script, as applicable; and

- (f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.12 Where a low volume consumer notifies a retailer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining verification of that contract.

#### **Renewal or extension of contracts with low volume consumers**

4.13 A retailer shall ensure that the renewal or extension of a contract with a low volume consumer complies with section 4.14.

4.14 The renewal or extension of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:

- (a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the Board;
- (b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable Board-approved script;
- (c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a “yes” or “no” answer from the low volume consumer, the salesperson shall terminate the renewal or extension call if the low volume consumer does not provide a clear affirmative response;

- (d) the salesperson shall terminate the renewal or extension call where the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the applicable Board-approved script; and
  - (e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.
- 4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a low volume consumer notifies a retailer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining the renewal or extension of that contract.
- 4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer that is a low volume consumer notifies a retailer that the customer does not wish to renew or extend the contract, the retailer shall not renew or extend the contract unless the retailer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

## **5 TRAINING**

- 5.1 A retailer shall ensure that no salesperson or verification representative that acts on its behalf retails to a low volume consumer or negotiates, enters into, verifies, renews or extends a contract with a low volume consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.

5.2 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process, in each case as they pertain to low volume consumers; and
- (b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
  - (i) electricity market structure;
  - (ii) how to complete a contract application;
  - (iii) behaviour that constitutes an unfair practice;
  - (iv) use of business cards;
  - (v) use of identification badges;
  - (vi) disclosure statements;
  - (vii) price comparisons;
  - (viii) verification;
  - (ix) consumer cancellation rights;
  - (x) renewals and extensions;
  - (xi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
  - (xii) persons with whom a retailer may enter into, verify, renew or extend a contract; and
  - (xiii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.3 A retailer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

- (a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.11; and
- (b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
  - (i) electricity market structure;
  - (ii) behaviour that constitutes an unfair practice;
  - (iii) disclosure statements;
  - (iv) price comparisons;
  - (v) verification;
  - (vi) consumer cancellation rights;
  - (vii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
  - (viii) persons with whom a retailer may enter into and verify a contract; and
  - (ix) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process applicable to low volume consumers, including the use of the Board-approved script referred to in section 4.14; and
- (b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
  - (i) electricity market structure;

- (ii) behaviour that constitutes an unfair practice;
- (iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
- (iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
- (v) disclosure statements;
- (vi) price comparisons;
- (vii) consumer cancellation rights;
- (viii) renewals and extensions;
- (ix) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
- (x) persons with whom a retailer may renew or extend a contract; and
- (xi) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.5 A retailer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or “e-training”), developed only by an employee of the retailer or by a person under contract, provided that such person is not also under contract to the retailer for the purpose of providing salespersons or verification representatives or of otherwise carrying out retailing or verification activities. A retailer shall also ensure that training is conducted or, in the case of internet-based training (or “e-training”), developed only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

- (a) a retailer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson’s or verification representative’s knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;

- (b) the training test questions may be fixed or taken randomly from a test question repository;
  - (c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 80% pass mark on the training test;
  - (d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and
  - (e) the retailer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.
- 5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.
- 5.8 A retailer shall ensure that each salesperson and verification representative that acts on its behalf in relation to low volume consumers re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the retailer.
- 5.9 A retailer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the retailer in relation to low volume consumers for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the retailer in relation to low volume consumers.



5.10 A retailer shall maintain, for each salesperson and verification representative that acts on its behalf in relation to low volume consumers, complete records of the following:

- (a) the training material used (updated for each time the person undergoes training);
- (b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
- (c) proof of identity of the person;
- (d) the date(s) any training of the person was conducted;
- (e) the date(s) any testing of the person was conducted;
- (f) the training test questions, answers and score (for each time the person undergoes testing);
- (g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the retailer in relation to low volume consumers; and
- (h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the retailer in relation to low volume consumers, and shall be provided to the Board on request.

## **6 CERTIFICATION**

6.1 A retailer shall not enter into, renew, extend or amend a contract with a low volume consumer on and after the Effective ECPA Date unless the retailer has filed with the Board a certificate of compliance in the form set out in Appendix A

and received from the Board the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.

- 6.2 Where a retailer indicates “N/A” on the certificate of compliance referred to in section 6.1 in relation to a given statement, the retailer shall not conduct the activity to which that statement relates unless the retailer has filed with the Board a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.
- 6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the retailer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
- 6.4 Commencing in 2012, a retailer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code in relation to retailing to low volume consumers.

## **7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING**

### **Consumer complaints**

- 7.1 A retailer shall provide to its low volume consumer customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the retailer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.
- 7.2 If any low volume consumer makes a complaint to a retailer regarding retailing or verification by or on behalf of the retailer, the conduct of the retailer's salespersons or verification representatives, the contract the low volume consumer has with the retailer, or any other matter related to the retailer, the retailer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the low volume consumer, the retailer shall provide to the low volume consumer the telephone number of the Board's Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the retailer from the Board and resolution of that complaint is reached, the retailer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

### **Compliance monitoring**

- 7.4 A retailer shall maintain a compliance monitoring and quality assurance program that enables the retailer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements in relation to retailing to low volume consumers and to identify any need for remedial action.

7.5 The program referred to in section 7.4 shall:

- (a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the retailer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
- (b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the retailer; and
- (c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a retailer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement in relation to retailing to low volume consumers, the retailer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the retailer in relation to low volume consumers.

## **8 SERVICES TO BE MAINTAINED BY A RETAILER**

8.1 A retailer shall have a current mailing address in Ontario and a current telephone number listed in Ontario, , and shall provide them to every customer. If the retailer retails electricity to low volume consumers, the retailer shall have a telephone number which may be reached by the general public without charge, and shall provide the telephone number to every low volume consumer.

## **9 CONFIDENTIALITY OF CONSUMER INFORMATION**

9.1 A retailer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

- (a) for billing or market operation purposes;
- (b) for law enforcement purposes;
- (c) to comply with a statute or an order of a court or tribunal;
- (d) when past due accounts of the consumer have been passed to a debt collection agency; or
- (e) for the purpose of complying with the Market Rules.

9.2 A retailer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.

9.3 A retailer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

## **10 TRANSFER AND ASSIGNMENT OF CONTRACTS**

10.1 A retailer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed retailer.

10.2 A retailer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.

- 10.3 Within 60 days of any sale, transfer or assignment of a contract to another retailer, the new retailer must notify the affected customers of the new retailer's address for service and toll-free telephone number.

## **PART C**

### **1 TRANSITIONAL PROVISIONS**

#### **Application**

- 1.1 This Part only applies to a contract with a low volume consumer that was signed by the consumer on or after November 22, 2010 and before the Effective ECPA Date.
- 1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

#### **Definitions**

- 1.3 In this Part, “notice of reaffirmation” means the written notice to the retailer that indicates an intention of the consumer to reaffirm the contract, as set out in section 30 of the ECPA Regulation.

#### **Transfer requests**

- 1.4 A retailer shall not:
- (a) submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer unless the retailer has the permission of the low volume consumer in writing to do so; or
  - (b) supply electricity to a low volume consumer unless the retailer has the permission of the low volume consumer in writing to do so, and has received the notice of reaffirmation from the low volume consumer, where reaffirmation is required.
- 1.5 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a low volume consumer is supported by a contract that does not

comply with the Act, the regulations made under the Act, the retailer's licence or the Electricity Retailer Code of Conduct as it read immediately prior to the Effective ECPA Date, or does not contain the signature of the low volume consumer, the retailer shall contact the affected low volume consumer, clearly explain the non-compliance, and offer that low volume consumer a contract that complies with the Act, the ECPA, the regulations, the retailer's licence and Parts A and B of this Code. If the low volume consumer does not enter into and validly verify the compliant contract, the retailer shall immediately reverse the transfer request.



## **APPENDIX A**

### **Form of Certificate of Compliance under Section 6.1 of the Code**

#### **Electricity Retailer Certificate of Compliance Under Section 6.1 of the Electricity Retailer Code of Conduct**

##### **Part I: Definitions and Interpretation**

###### **1.1 In this Certificate:**

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

“Effective Certification Date” means the later of the Effective ECPA Date and the date on which this Certificate is signed by the Retailer and filed with the Board;

“Effective ECPA Date” means January 1, 2011;

“low volume consumer” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct.

###### **1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.**

1.3 In this Certificate, "N/A" in relation to a given statement means that the Retailer will not, as of the Effective Certification Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

1.4 All statements in this Certificate pertain to retailing to low volume consumers.

**Part II: Certification**

I, <identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>, having made all necessary enquiries, certify on behalf of the Retailer that:

<b>Confirmation of Retailing Activities</b>		
<b>The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Certification Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<b>1. Salespersons</b>		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Retailer's practices for hiring or contracting for salespersons are such that on and after the Effective Certification Date, those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons on and after the Effective Certification Date is in accordance with all applicable legal and regulatory requirements, are in place		
<b>2. Sales using a text-based contract</b>		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>3. Sales using the Internet</b>		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
be used on and after the Effective Certification Date		
(C) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>4. Verification</b>		
(A) No verification representative acting on behalf of the Retailer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>5. Contract Renewals and Extensions</b>		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>6. Contract Amendments</b>		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>7. Cancellations and Retractions</b>		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer on and after the Effective Certification Date is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
<b>8. Complaint Handling</b>		
(A) Adequate processes and controls are in place to ensure that consumer complaints on and after the Effective Certification Date alleging non-compliance with any applicable legal or regulatory requirement can be		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: <insert date of filing>

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[Signature]  
[Title]

**Notes:**

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

## **APPENDIX B**

### **Form of Certificate of Compliance under Section 6.2 of the Code**

#### **Electricity Retailer Certificate of Compliance Under Section 6.2 of the Electricity Retailer Code of Conduct**

##### **Part I: Definitions and Interpretation**

###### **1.2 In this Certificate:**

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

“Effective Date” means the date this Certificate is signed by the Retailer and filed with the Board;

“low volume consumer” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 All statements in this Certificate pertain to retailing to low volume consumers.

## Part II: Certification

Whereas on *<insert date>* the Retailer filed with the Board a Certificate of Compliance under section 6.1 of the Electricity Retailer Code of Conduct in which the Retailer indicated “no” or “N/A” in relation to one or more statements.

And whereas the Retailer now intends to conduct the activities to which those statements relate.

I, *<identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>*, having made all necessary enquiries, certify on behalf of the Retailer that:

*Note: Indicate “yes” for any statement for which “no” or “N/A” was indicated in the certificate filed under section 6.1 of the Electricity Retailer Code of Conduct and in relation to which the Retailer now intends to conduct the relevant activities.*

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		



<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<b>9. Salespersons</b>		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Retailer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
<b>10. Sales using a text-based contract</b>		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>11. Sales using the Internet</b>		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

<b>12. Verification</b>		
(A) No verification representative acting on behalf of the Retailer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>13. Contract Renewals and Extensions</b>		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		

<b>14. Contract Amendments</b>		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>15. Cancellations and Retractions</b>		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
<b>16. Complaint Handling</b>		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

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[Signature]  
[Title]

**Notes:**

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

**Attachment B**

**Restated Code of Conduct for Gas Marketers**

*[see separate document attached]*



# **ONTARIO ENERGY BOARD**

## **Code of Conduct for Gas Marketers**

**Restated  
November 17, 2010**

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## **PART A**

### **1 GENERAL PROVISIONS**

#### **1.1 The Purpose of this Code**

The purpose of this Code of Conduct for Gas Marketers (the "Code") is to set out the minimum standards that a licensed gas marketer must meet when marketing gas to consumers.

#### **1.2 Definitions**

In this Code:

“account holder” has the meaning given to it in the ECPA;

“account holder’s agent” has the meaning given to it in the ECPA Regulation;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“Board” means the Ontario Energy Board;

“consumer” means a person who annually uses less than 50,000 cubic metres of gas or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

“consumer information” means information relating to a specific consumer obtained by a gas marketer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

“contract” has the meaning given to it in section 2 of the ECPA;



"contract price" has the meaning given to it in section 2 of the ECPA Regulation;

"customer" means a consumer with whom a gas marketer has a contract for the supply of gas;

"disclosure statement" has the meaning given to it in the ECPA Regulation;

"ECPA" means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

"ECPA Regulation" means Ontario Regulation 389/10 made under the ECPA;

"Effective ECPA Date" means January 1, 2011;

"marketing" includes door-to-door selling, internet selling, direct mail selling, and any other means by which a gas marketer or a salesperson or verification representative of a gas marketer interacts directly with a consumer;

"regulation" means a regulation made under the Act or the ECPA;

"salesperson" has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a gas marketer but excludes a verification representative when acting solely in that capacity;

"text-based" has the meaning given to it in section 2 of the ECPA; and

"verification representative" means a person that conducts the verification of a contract on behalf of a gas marketer.

### **1.3 Application**

This Code applies to all gas marketers licensed under section 48 of the Act.

#### **1.4 Interpretation**

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

#### **1.5 Contracts only with account holder**

A gas marketer shall not enter into, verify, renew or extend a contract with any person for the supply of gas to premises other than:

- (a) the account holder for the premises; or
- (b) an account holder's agent for the premises,

and references in Parts A and B of this Code to "consumer" shall be interpreted accordingly.

## **1.6 Obligation to comply with the law**

- 1.6.1 A gas marketer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a gas marketer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.
- 1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

## **1.7 Obligation to ensure persons comply**

- 1.7.1 A gas marketer shall ensure that its salespersons and verification representatives adhere to the same standards required of the gas marketer as set out in this Code.
- 1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a gas marketer shall be deemed to be the acts or omissions of the gas marketer.

## **1.8 Determinations by the Board and Exemptions**

- 1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board's discretion.
- 1.8.2 The Board may grant an exemption to any provision of this Code. An exemption may be made in whole or in part, and may be subject to conditions or restrictions.

## **1.9 Breach of this Code**

A breach of this Code may occur in the course of marketing even if no contract is entered into, amended, renewed or extended.

## **1.10 Coming into Force**

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Code of Conduct for Gas Marketers dated December 20, 2004 as of the Effective ECPA Date, and the Code of Conduct for Gas Marketers dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

## **PART B**

### **1 FAIR MARKETING PRACTICES**

1.1 A gas marketer or salesperson of a gas marketer, when marketing to a consumer, shall:

- (a) immediately and truthfully give the name of the salesperson and the gas marketer to the consumer, and state that the gas marketer is not the consumer's gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) if marketing to a consumer in person at a place other than the gas marketer's place of business, provide the consumer with a business card that meets the requirements of this Code;
- (c) if marketing to a consumer in person at a place other than the gas marketer's place of business, display an identification badge that meets the requirements of this Code;
- (d) state the price to be paid under the contract for the supply of gas, and state the term of the contract;
- (e) not exert undue pressure on a consumer;
- (f) allow a consumer sufficient opportunity to read all documents provided;
- (g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
- (h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

## **2 BUSINESS CARDS AND IDENTIFICATION BADGES**

### **Business cards**

- 2.1 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business provides the consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the consumer about the gas marketer's products, services or business and before requesting any information about the consumer, including asking that the consumer locate any utility bills.
- 2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
- (a) the licence number issued to the gas marketer under the Act;
  - (b) the name and address of the gas marketer;
  - (c) the name of the salesperson acting on behalf of the gas marketer;
  - (d) the toll-free telephone number of the gas marketer; and
  - (e) the website address of the gas marketer.

### **Identification badges**

- 2.3 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.
- 2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

- (a) clearly identify that the salesperson is acting on behalf of the gas marketer, is not a representative of the consumer's gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
- (b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
- (c) identify the gas marketer;
- (d) identify the name of the salesperson acting on behalf of the gas marketer;
- (e) identify the title or position of the salesperson;
- (f) include an identification number for the salesperson that has been issued by the gas marketer for that purpose; and
- (g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the consumer.

### **3 CONTRACTS AND TRANSFER REQUESTS**

#### **Contracts**

3.1 A contract between a gas marketer and a consumer shall clearly state:

- (a) the time period for which the contract is in effect;
- (b) the type and frequency of bills the consumer will receive; and
- (c) any terms and conditions for renewal, extension or amendment.

3.2 A gas marketer shall not enter into any contract with a consumer that has a term of more than five years.

**Transfer requests and supply (where verification is required)**

3.3 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification applies unless:

- (a) the gas marketer has given a text-based copy of the contract to the consumer;
- (b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
- (c) the gas marketer has given to the consumer the applicable price comparison that complies with this Code;
- (d) the consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
- (e) the contract has been validly verified.

**Transfer requests and supply (where verification is not required)**

3.4 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification does not apply unless:

- (a) the gas marketer has given a text-based copy of the contract to the consumer;
- (b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
- (c) the gas marketer has given to the consumer the applicable price comparison that complies with this Code
- (d) the consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
- (e) the consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.



**Transfer requests where contract is cancelled**

- 3.5 Where a gas marketer receives notice of cancellation of a contract from a consumer, the gas marketer shall submit a request to the applicable gas distributor for a change of gas supply for that consumer to the gas distributor within 10 days of receipt of the notice of cancellation.

**Transfer requests where consumer enters into contract with another gas marketer**

- 3.6 A gas marketer that is notified of a pending transfer request by a gas distributor under section 4.3.6.5 of the Gas Distribution Access Rule shall, within 5 business days of the date of receipt of that notification, notify the consumer to whom the transfer request relates of the pending transfer request and of the consequences to the consumer if processing of the transfer request is completed. The notification to the consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the gas marketer if the processing of the transfer request is completed. The notification to the consumer may be:
- (a) text-based; or
  - (b) by telephone, provided that the gas marketer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA, where a gas marketer makes a recording of a telephone call under this section, the gas marketer shall provide a copy of the recording to the consumer within 10 days after the consumer requests it.

- 3.7 Section 3.6 only applies where the consumer's contract with the gas marketer will expire after the proposed transfer date.

## **4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS**

### **Disclosure statements**

- 4.1 A gas marketer shall not offer a contract to a consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.
- 4.2 A gas marketer shall not renew or extend a contract with a consumer unless the gas marketer has given the consumer a disclosure statement in the applicable form approved by the Board.
- 4.3 If a consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the gas marketer shall inform the consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.
- 4.4 If a gas marketer wishes to provide a consumer with a Board-approved disclosure statement in a language other than English:
  - (a) if the disclosure statement is available from the Board in that language, the gas marketer may only provide the consumer with the disclosure statement that is available from the Board in that language; or
  - (b) if the disclosure statement is not available from the Board in that language, the gas marketer may provide the consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.
- 4.5 A gas marketer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only

in respect of the information specifically called for by the disclosure statement.

Where a gas marketer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the gas marketer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

### **Price comparisons**

4.6 A gas marketer shall ensure that a disclosure statement provided to a consumer is accompanied by a price comparison. For that purpose, the gas marketer shall:

- (a) use the applicable price comparison template approved by the Board, in the form and with the content that is made available by the Board at the relevant time and without alteration or redaction other than to include details of the gas marketer's contract price offer and such other information as is required by the instructions contained in the template; and
- (b) complete the Board-approved price comparison template by including details of the gas marketer's contract price offer and such other information as is required by the instructions contained in the template, and shall do so in accordance with the instructions contained in the template.

4.7 A gas marketer shall ensure that the information regarding the contract price being offered to a consumer that is included by the gas marketer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.

4.8 A gas marketer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the gas marketer.

4.9 If a gas marketer wishes to provide a consumer with a price comparison in a language other than English, the gas marketer may provide the consumer with a

translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the Board referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

### **Contract verification**

- 4.10 A gas marketer shall ensure that the verification of a contract with a consumer complies with section 4.11.
- 4.11 The verification of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:
- (a) the verification representative shall use the applicable script approved for that purpose by the Board;
  - (b) the verification representative shall not deviate from the applicable Board-approved script except to comply with paragraph (e), to provide a factual answer to a question from the consumer or to provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative;
  - (c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the verification representative shall terminate the verification call if the consumer does not provide a clear affirmative response;
  - (d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the gas marketer;
  - (e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board-approved script, as applicable; and

- (f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.12 Where a consumer notifies a gas marketer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining verification of that contract.

#### **Contract renewal or extension**

4.13 A gas marketer shall ensure that the renewal or extension of a contract with a consumer complies with section 4.14.

4.14 The renewal or extension of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:

- (a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the Board;
- (b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable Board-approved script;
- (c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a “yes” or “no” answer from the consumer, the salesperson shall terminate the renewal or extension call if the consumer does not provide a clear affirmative response; (d) the salesperson shall terminate the renewal or extension call where the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the applicable Board-approved script; and

- (e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.

- 4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a consumer notifies a gas marketer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining the renewal or extension of that contract.
- 4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer notifies a gas marketer that the customer does not wish to renew or extend the contract, the gas marketer shall not renew or extend the contract unless the gas marketer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

## **5 TRAINING**

- 5.1 A gas marketer shall ensure that no salesperson or verification representative that acts on its behalf markets to a consumer or negotiates, enters into, verifies, renews or extends a contract with a consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.
- 5.2 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process; and
- (b) adequate and accurate material covering the following areas:
  - (i) gas market structure;
  - (ii) how to complete a contract application;
  - (iii) behaviour that constitutes an unfair practice;
  - (iv) use of business cards;
  - (v) use of identification badges;
  - (vi) disclosure statements;
  - (vii) price comparisons;
  - (viii) verification;
  - (ix) consumer cancellation rights;
  - (x) renewals and extensions;
  - (xi) how gas pricing works, including the pricing of gas supplied by gas distributors;
  - (xii) persons with whom a gas marketer may enter into, verify, renew or extend a contract; and
  - (xiii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.3 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

- (a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.11; and
- (b) adequate and accurate material covering the following areas:
  - (i) gas market structure;

- (ii) behaviour that constitutes an unfair practice;
- (iii) disclosure statements;
- (iv) price comparisons;
- (v) verification;
- (vi) consumer cancellation rights;
- (vii) how gas pricing works, including the pricing of gas supplied by gas distributors;
- (viii) persons with whom a gas marketer may enter into and verify a contract; and
- (ix) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process, including the use of the Board-approved script referred to in section 4.14; and
- (b) adequate and accurate material covering the following areas:
  - (i) gas market structure;
  - (ii) behaviour that constitutes an unfair practice;
  - (iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
  - (iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
  - (v) disclosure statements;
  - (vi) price comparisons;
  - (vii) consumer cancellation rights;
  - (viii) renewals and extensions;



- (ix) how gas pricing works, including the pricing of gas supplied by gas distributors;
- (x) persons with whom a gas marketer may renew or extend a contract; and
- (xi) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.5 A gas marketer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or “e-training”), developed only by an employee of the gas marketer or by a person under contract, provided that such person is not also under contract to the gas marketer for the purpose of providing salespersons or verification representatives or of otherwise carrying out marketing or verification activities. A gas marketer shall also ensure that training is conducted or, in the case of internet-based training (or “e-training”), developed only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

- (a) a gas marketer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson’s or verification representative’s knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;
- (b) the training test questions may be fixed or taken randomly from a test question repository;
- (c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 80% pass mark on the training test;
- (d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the

- salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and
- (e) the gas marketer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.
- 5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.
- 5.8 A gas marketer shall ensure that each salesperson and verification representative that acts on its behalf re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the gas marketer.
- 5.9 A gas marketer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the gas marketer for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the gas marketer.
- 5.10 A gas marketer shall maintain, for each salesperson and verification representative that acts on its behalf, compete records of the following:
- (a) the training material used (updated for each time the person undergoes training);
  - (b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
  - (c) proof of identity of the person;

- (d) the date(s) any training of the person was conducted;
- (e) the date(s) any testing of the person was conducted;
- (f) the training test questions, answers and score (for each time the person undergoes testing)
- (g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the gas marketer; and
- (h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the gas marketer, and shall be provided to the Board on request.

## **6 CERTIFICATION**

- 6.1 A gas marketer shall not enter into, renew, extend or amend a contract with a consumer on and after the Effective ECPA Date unless the gas marketer has filed with the Board a certificate of compliance in the form set out in Appendix A and received from the Board the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.
- 6.2 Where a gas marketer indicates “N/A” on the certificate of compliance referred to in section 6.1 in relation to a given statement, the gas marketer shall not conduct the activity to which that statement relates unless the gas marketer has filed with the Board a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.

- 6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the gas marketer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
- 6.4 Commencing in 2012, a gas marketer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code.

## **7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING**

### **Consumer complaints**

- 7.1 A gas marketer shall provide to its customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the gas marketer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.
- 7.2 If any consumer makes a complaint to a gas marketer regarding marketing or verification by or on behalf of the gas marketer, the conduct of the gas marketer's salespersons or verification representatives, the contract the consumer has with the gas marketer, or any other matter related to the gas marketer, the gas marketer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the consumer, the gas marketer shall provide to the consumer the telephone number of the Board's Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the gas marketer from the Board and resolution of that complaint is reached, the gas marketer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

### **Compliance monitoring**

- 7.4 A gas marketer shall maintain a compliance monitoring and quality assurance program that enables the gas marketer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements and to identify any need for remedial action.
- 7.5 The program referred to in section 7.4 shall:
- (a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the gas marketer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
  - (b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the gas marketer; and
  - (c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.
- 7.6 Where a gas marketer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement, the gas marketer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the gas marketer.

## **8 SERVICES TO BE MAINTAINED BY A GAS MARKETER**

- 8.1 A gas marketer shall have a current mailing address in Ontario and a current telephone number which may be reached by the general public without charge, and shall provide them to every customer.

## **9 CONFIDENTIALITY OF CONSUMER INFORMATION**

- 9.1 A gas marketer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

- (a) for billing or market operation purposes;
- (b) for law enforcement purposes;
- (c) to comply with a statute or an order of a court or tribunal;
- (d) when past due accounts of the consumer have been passed to a debt collection agency; or
- (e) for the purpose of complying with the Market Rules.

- 9.2 A gas marketer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.

- 9.3 A gas marketer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

## **10 TRANSFER AND ASSIGNMENT OF CONTRACTS**

- 10.1 A gas marketer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed gas marketer.

- 10.2 A gas marketer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.
- 10.3 Within 60 days of any sale, transfer or assignment or a contract to another gas marketer, the new gas marketer must notify the affected customers of the new gas marketer's address for service and toll-free telephone number.

## **PART C**

### **1 TRANSITIONAL PROVISIONS**

#### **Application**

- 1.1 This Part only applies to a contract that was signed by the consumer on or after November 22, 2010 and before the Effective ECPA Date.
- 1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

#### **Definitions**

- 1.3 In this Part, “notice of reaffirmation” means the written notice to the gas marketer that indicates an intention of the consumer to reaffirm the contract, as set out in section 30 of the ECPA Regulation.

#### **Transfer requests**

- 1.4 A gas marketer shall not:
  - (a) submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer unless the gas marketer has the permission of the consumer in writing to do so; or
  - (b) supply gas to a consumer unless the gas marketer has the permission of the consumer in writing to do so, and has received the notice of reaffirmation from the consumer, where reaffirmation is required.
- 1.5 If a gas marketer discovers that a transfer request that it has submitted to a gas distributor for a consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the gas marketer's licence or the Code of Conduct for Gas Marketers as it read immediately prior to the Effective



ECPA Date, or does not contain the signature of the consumer, the gas marketer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a contract that complies with the Act, the ECPA, the regulations, the gas marketer's licence and Parts A and B of this Code. If the consumer does not enter into and validly verify the compliant contract, the gas marketer shall immediately reverse the transfer request.

## **APPENDIX A**

### **Form of Certificate of Compliance under Section 6.1 of the Code**

#### **Gas Marketer Certificate of Compliance Under Section 6.1 of the Code of Conduct for Gas Marketers**

##### **Part I: Definitions and Interpretation**

###### **1.1 In this Certificate:**

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

“Effective Certification Date” means the later of the Effective ECPA Date and the date on which this Certificate is signed by the Gas Marketer and filed with the Board;

“Effective ECPA Date” January 1, 2011;

“Gas Marketer” means the licensed gas marketer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers.

###### **1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.**

- 1.3 In this Certificate, "N/A" in relation to a given statement means that the Gas Marketer will not, as of the Effective Certification Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

**Part II: Certification**

I, <identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

<b>Confirmation of Marketing Activities</b>		
<b>The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Certification Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<b>1. Salespersons</b>		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Gas Marketer's practices for hiring or contracting for salespersons are such that on and after the Effective Certification Date, those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons on and after the Effective Certification Date is in accordance with all applicable legal and regulatory requirements, are in place		
<b>2. Sales using a text-based contract</b>		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>3. Sales using the Internet</b>		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(C) The required disclosure statement will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>4. Verification</b>		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>5. Contract Renewals and Extensions</b>		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Gas Marketer have undergone training and testing in accordance with all		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>6. Contract Amendments</b>		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>7. Cancellations and Retractions</b>		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer on and after the Effective Certification Date is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
<b>8. Complaint Handling</b>		
(A) Adequate processes and controls are in place to ensure that consumer complaints on and after the Effective Certification Date alleging non-		

Certificate of Compliance		
	Yes	N/A
compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: <insert date of filing>

---

[Signature]  
[Title]

**Notes:**

1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certificate must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

## APPENDIX B

### Form of Certificate of Compliance under Section 6.2 of the Code

#### Gas Marketer Certificate of Compliance Under Section 6.2 of the Code of Conduct for Gas Marketers

##### Part I: Definitions and Interpretation

###### 1.2 In this Certificate:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

“Effective Date” means the date this Certificate is signed by the Gas Marketer and filed with the Board;

“Gas Marketer” means the licensed gas marketer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers;

“text-based” has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

“verification representative” has the meaning given to it in the Board’s Code of Conduct for Gas Marketers.

###### 1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

##### Part II: Certification

Whereas on <insert date> the Gas Marketer filed with the Board a Certificate of Compliance under section 6.1 of the Code of Conduct for Gas Marketers in which the Gas Marketer indicated “no” or “N/A” in relation to one or more statements.



And whereas the Gas Marketer now intends to conduct the activities to which those statements relate.

I, <identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

*Note: Indicate “yes” for any statement for which “no” or “N/A” was indicated in the certificate filed under section 6.1 of the Code of Conduct for Gas Marketers and in relation to which the Gas Marketer now intends to conduct the relevant activities.*

<b>Confirmation of Marketing Activities</b>		
<b>The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Date are the following:</b>	<b>Yes</b>	<b>No</b>
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<b>9. Salespersons</b>		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D) The Gas Marketer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
<b>10. Sales using a text-based contract</b>		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>11. Sales using the Internet</b>		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<b>12. Verification</b>		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>13. Contract Renewals and Extensions</b>		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
place		
<b>14. Contract Amendments</b>		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
<b>15. Cancellations and Retractions</b>		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
<b>16. Complaint Handling</b>		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

---

[Signature]  
[Title]

**Notes:**

1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certificate must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

## **Attachment C**

### **Amendment to the Gas Distribution Access Rule**

**Note: The text of the amendments is set out in italics below, for ease of identification only.**

Section 4.3.7.4 of the Gas Distribution Access Rule is deleted and replaced with the following:

*4.3.7.4 A gas distributor shall not process an STR from a consumer's gas vendor unless the consumer's contract with the gas vendor:*

- (a) has been terminated due to the consumer's default;*
- (b) has been cancelled by the consumer; or*
- (c) has expired or will expire on or before the proposed transfer date.*

**Attachment D**

**Disclosure Statements**

*[see separate documents attached]*

# Disclosure Statement

1

## What you should know about electricity contracts **BEFORE** agreeing to switch your electricity supplier

- ❑ There is **no guarantee of savings** if you sign a contract.
  - ❑ A Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
  - ❑ You do not have to sign a contract. Your electricity service will continue without interruption.
  - ❑ A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you sign a contract.
  - ❑ Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
  - ❑ The Ontario Energy Board does not set prices included in a Retailer's contract.
- 
- ❑ If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the "**Global Adjustment**" (formerly the "Provincial Benefit").
  - ❑ If you switch to a Retailer, you will have to pay your share of the Global Adjustment in **addition to the contract price**.
  - ❑ The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2

## Comparing prices

- ❑ A Retailer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- ❑ Try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.

3

## Know your rights

- ❑ Make sure you understand the contract **before you sign it**.
- ❑ Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4

## What if you change your mind?

- ❑ **You can cancel the contract within 10 days of signing it.**  
You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- ❑ **The Retailer will call you within 10 to 45 days after you sign the contract to verify that you want to continue with the contract.**  
You do not have to verify the contract. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- ❑ **You can also cancel the contract up to 30 days after you receive your first bill under the contract.**  
You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- ❑ **If you cancel after that, you may have to pay a cancellation fee.**

- ❑ **This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- ❑ Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Ce document est aussi disponible en français

This disclosure statement is also available on the Ontario Energy Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) in a large-print version and in the following languages:

العربية  
Arabic

يقدم هذا المستند معلومات هامة حول عقود الكهرباء. للحصول على ترجمة محتوى هذا المستند وكذلك معلومات المستهلك الأخرى باللغة العربية، يرجى زيارة موقع هيئة طاقة تورنتو Ontario Energy Board على الإنترنت أو الاتصال بالهيئة. أرقام الاتصال بالهيئة مبينة أدناه.



Greek

Αυτό το έγγραφο δίνει σημαντικές πληροφορίες για τα συμβόλαια ηλεκτρικού ρεύματος. Για μετάφραση αυτής της δήλωσης γνωστοποίησης και άλλες πληροφορίες για τους καταναλωτές στα Ελληνικά παρακαλούμε επισκεφθείτε την ιστοσελίδα του Συμβουλίου Ενέργειας του Οντάριο ή τηλεφωνήστε στο ΣΕΟ. Οι πληροφορίες επαφών της ΣΕΟ παρατίθενται κατωτέρω.



Italian

Questo documento contiene importanti informazioni sui contratti per l'erogazione della corrente elettrica. Per una traduzione di questa dichiarazione sulla riservatezza ed altre informazioni per il consumatore in **italiano**, si prega di visitare il sito della Ontario Energy Board, oppure di chiamare la OEB direttamente. Le informazioni per contattare la OEB sono riportate qui sotto.



Chinese

本文件提供了有关电力合同的重要信息。有关此披露声明及其它消费信息的**简体中文**翻译，请访问安大略省能源局的网站或致电安大略省能源局。安大略省能源局的联系信息如下。



Polish

Ten dokument zawiera ważne informacje o umowach na dostawę energii elektrycznej. W celu zapoznania się z tłumaczeniem **na język polski** niniejszego oświadczenia dla potrzeb zawarcia umowy oraz innych informacji przeznaczonych dla konsumentów, prosimy odwiedzić stronę internetową Ontario Energy Board (OEB) lub skontaktować się telefonicznie z OEB. Informacja kontaktowa znajduje się poniżej.



Portuguese

Este documento contém informação importante sobre contratos de energia elétrica. Para obter a tradução **portuguesa** desta declaração informativa ou de outra informação ao consumidor, é favor telefonar ou consultar o sítio Web da Comissão de Energia do Ontário (OEB, sigla em inglês). Abaixo encontrará a informação que lhe permitirá contactar a OEB.



Punjabi

ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿੱਚ ਬਿਜਲੀ ਸੇਵਾ ਨਾਲ ਸੰਬੰਧਤ ਇਕਰਾਰਨਾਮਿਆਂ ਬਾਰੇ ਅਹਿਮ ਜਾਣਕਾਰੀ ਦਰਜ ਹੈ। ਇਸ ਖੁਲਾਸੇ ਅਤੇ ਖਪਤਕਾਰਾਂ ਲਈ ਹੋਰ ਜਾਣਕਾਰੀ ਦਾ ਪੰਜਾਬੀ ਰੂਪਾਂਤਰ ਹਾਸਲ ਕਰਨ ਲਈ ਮਿਹਰਬਾਨੀ ਕਰ ਕੇ Ontario Energy Board (ਓਨਟੇਰੀਓ ਐਨਰਜੀ ਬੋਰਡ) ਦੀ ਵੈੱਬਸਾਈਟ ਵੇਖੋ ਜਾਂ OEB (ਓ.ਈ.ਬੀ.) ਨੂੰ ਫ਼ੋਨ ਕਰੋ। ਓ.ਈ.ਬੀ. ਦੀ ਸੰਪਰਕ ਜਾਣਕਾਰੀ ਹੇਠਾਂ ਦਿੱਤੀ ਜਾ ਰਹੀ ਹੈ।



Spanish

Este documento proporciona información importante sobre contratos de electricidad. Si requiere una traducción de esta declaración de divulgación y otra información para el consumidor en **español**, por favor visite el sitio web del Consejo de Ontario Energy o llame al OEB. La información de contacto del OEB se proporciona a continuación.



Tagalog

Ang dokumentong ito ay naglalaman ng mahalagang impormasyon tungkol sa mga kontrata sa koryente. Para sa isang pagsasalin ng pahayag ng pagbunyag na ito at para sa ibang consumer information sa **Tagalog**, mangyaring bisitahin ang website ng Ontario Energy Board o tumawag sa OEB. Ang telepono ng OEB ay nasa ibabâ.



Tamil

இந்த ஆவணம் மின்சார உடன்படிக்கை தொடர்பான முக்கியமான தகவல்களைத் தருகின்றது. தமிழ் மொழி மூல வெளிப்படுத்துதல் பத்திரம், மற்றும் ஏனைய நுகர்வோர் தகவல்களுக்கும் தயவு செய்து ஒன்றாறியோ சக்திவளத் துறையினரின் மின்வலையத்திற்கு விஜயம் செய்யுங்கள். அல்லது முநூடிற்கு தொலைபேசியில் அழையுங்கள். முநூடையைத் தொடர்பு கொள்ளுவதற்குரிய தகவல்கள் கீழே தரப்பட்டுள்ளன.



Vietnamese

Tài liệu này cung cấp thông tin quan trọng về các hợp đồng điện lực. Để có bản dịch về các điều khoản và điều kiện của hợp đồng và các thông tin khác bằng **tiếng Việt** dành cho người tiêu thụ, xin viếng trang mạng của Hội đồng Năng lượng Ontario hoặc gọi cho OEB. Điện thoại liên lạc với OEB được cung cấp dưới đây.



Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)

416-314-2455 (within the GTA or from outside Ontario)

[consumerrelations@oeb.gov.on.ca](mailto:consumerrelations@oeb.gov.on.ca) | [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)

Transactions in Person (where verification required)

# Disclosure Statement

1

## What you should know about electricity contracts **BEFORE** agreeing to switch your electricity supplier

- There is **no guarantee of savings** if you sign a contract.
  - A Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
  - You do not have to sign a contract. Your electricity service will continue without interruption.
  - A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you sign a contract.
  - Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
  - The Ontario Energy Board does not set prices included in a Retailer's contract
- 
- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the "**Global Adjustment**" (formerly the "Provincial Benefit").
  - If you switch to a Retailer, you will have to pay your share of the Global Adjustment **in addition to the contract price**.
  - The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2

## Comparing prices

- A Retailer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.

3

## Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4

## What if you change your mind?

- You can cancel the contract within 10 days of the day you sent the signed copy of the contract back to the Retailer.**  
You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- You can also cancel the contract up to 30 days after you receive your first bill under the contract.**  
You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- If you cancel after that, you may have to pay a cancellation fee.**

- This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Ce document est aussi disponible en français

This disclosure statement is also available on the Ontario Energy Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) in a large-print version and in the following languages:

العربية  
Arabic

يقدم هذا المستند معلومات هامة حول عقود الكهرباء. للحصول على ترجمة محتوى هذا المستند وكذلك معلومات المستهلك الأخرى باللغة العربية، يرجى زيارة موقع هيئة طاقة تورنتو Ontario Energy Board على الإنترنت أو الاتصال بالهيئة. أرقام الاتصال بالهيئة مبينة أدناه.



Greek

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Italian

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Chinese

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Polish

Ten dokument zawiera ważne informacje o umowach na dostawę energii elektrycznej. W celu zapoznania się z tłumaczeniem **na język polski** niniejszego oświadczenia dla potrzeb zawarcia umowy oraz innych informacji przeznaczonych dla konsumentów, prosimy odwiedzić stronę internetową Ontario Energy Board (OEB) lub skontaktować się telefonicznie z OEB. Informacja kontaktowa znajduje się poniżej.



Portuguese

Este documento contém informação importante sobre contratos de energia elétrica. Para obter a tradução **portuguesa** desta declaração informativa ou de outra informação ao consumidor, é favor telefonar ou consultar o sítio Web da Comissão de Energia do Ontário (OEB, sigla em inglês). Abaixo encontrará a informação que lhe permitirá contactar a OEB.



Punjabi

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Spanish

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Tagalog

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Tamil

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Vietnamese

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Direct mail transactions

# Disclosure Statement

1

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  - You do not have to sign a contract. Your electricity service will continue without interruption.
  - A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you sign a contract.
  - Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
  - The Ontario Energy Board does not set prices included in a Retailer's contract.
- 
- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the "**Global Adjustment**" (formerly the "Provincial Benefit").
  - If you switch to a Retailer, you will have to pay your share of the Global Adjustment in **addition to the contract price**.
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2

## Comparing prices

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- Try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.

3

## Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4

## What if you change your mind?

- You can cancel the contract within 10 days of signing it.** You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- You can also cancel the contract up to 30 days after you receive your first bill under the contract.** You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- If you cancel after that, you may have to pay a cancellation fee.**

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- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_



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Punjabi

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Vietnamese

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Transactions in person after consumer-initiated contact (where no verification required)

# Disclosure Statement

1

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- You do not have to sign a contract. Your electricity service will continue without interruption.
- A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you sign a contract.
- Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
- The Ontario Energy Board does not set prices included in a Retailer's contract.

- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the **"Global Adjustment"** (formerly the "Provincial Benefit").
- If you switch to a Retailer, you will have to pay your share of the Global Adjustment **in addition to the contract price**.
- The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2

## Comparing prices

- A Retailer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.

3

## Know your rights

- Make sure you understand the contract **before you agree to it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4

## What if you change your mind?

- You can cancel the contract within 10 days of the day that the Retailer sends an electronic copy of the contract, disclosure statement and price comparison to the e-mail address you provided.**  
You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- You can also cancel the contract up to 30 days after you receive your first bill under the contract.**  
You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- If you cancel after that, you may have to pay a cancellation fee.**

- This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) or contact our Consumer Relations Centre.



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العربية  
Arabic



Internet transactions

# Disclosure Statement

1

## What you should know **BEFORE** agreeing to renew or extend your electricity contract

- There is **no guarantee of savings** if you renew or extend your contract.
- The Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to renew or extend your contract. You will be switched back to your utility for your electricity supply when your current contract ends, without any interruption in service.
- The renewed or extended contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you renew or extend your contract.
- The Retailer may change your contract when it is being renewed or extended. These changes must be described in the renewal or extension package that you received from the Retailer.
- The Ontario Energy Board does not set prices included in the Retailer's renewed / extended contract.

- If you are buying your electricity from your utility, the electricity price includes your share of certain electricity-related costs that are referred to as the **"Global Adjustment"** (formerly the "Provincial Benefit").
- If you renew / extend your contract with the Retailer, you will continue to pay your share of the Global Adjustment **in addition to the contract price**.
- The Global Adjustment amount will continue to be on a separate line on your utility bill and can change from month to month.

2

## Comparing prices

- The Retailer must give you a separate sheet comparing the renewed / extended contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.

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- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

3

## Know your rights

- Make sure you understand the renewed / extended contract and the renewal / extension form **before you agree to renew / extend your contract**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the renewal / extension form, the renewed / extended contract and all correspondence with the Retailer for your records.

4

## What if you change your mind?

- If you agreed to renew or extend the contract, **you can cancel the renewal or extension within 14 days** without paying a cancellation fee and you will be switched back to your utility for your electricity supply when your current contract ends, without any interruption in service.
  - If you renewed or extended by telephone, you can cancel within 14 days of the renewal or extension call.
  - If you renewed or extended by returning a signed copy of the renewal / extension form, the disclosure statement and the price comparison, you can cancel within 14 days of the date on which you returned the signed materials to the Retailer.
- **If you cancel your renewed or extended contract after the 14 days, you may have to pay a cancellation fee.**

I acknowledge that I have read and understood this Disclosure Statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_



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Punjabi

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Spanish

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Tagalog

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Tamil

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Vietnamese

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Ontario Energy Board

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Contract renewals/extensions



# Disclosure Statement

1

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- You do not have to sign a contract. Your natural gas service will continue without interruption.
- A contract is for the natural gas that you use. A contract **may also include charges for transportation, storage or both**. Check the accompanying price comparison to see if these charges are included in the contract price or if you will continue to pay them to the utility at the utility price.
- You will **also continue to pay delivery and customer charges** whether or not you sign a contract.
- The Ontario Energy Board does not set prices included in a Marketer's contract.

2

## Comparing prices

- A Marketer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
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- You can also contact your utility for more information on your utility price.

3

## Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Marketer for your records.

4

## What if you change your mind?

- You can cancel the contract within 10 days of signing it.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- The Marketer will call you within 10 to 45 days after you sign the contract to verify that you want to continue with the contract.** You do not have to verify the contract. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that, you may have to pay a cancellation fee.**

- This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about natural gas contracts and your rights.
- Questions about natural gas contracts or prices? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

**I acknowledge that I have read and understood this Disclosure Statement.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Italian

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Chinese

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Polish

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Portuguese

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Punjabi

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Tagalog

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Tamil

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Vietnamese

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Transactions in Person (where verification required)

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1

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## Know your rights

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4

## What if you change your mind?

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Signature \_\_\_\_\_

Date \_\_\_\_\_

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Punjabi

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Direct mail transactions



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**I acknowledge that I have read and understood this Disclosure Statement.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

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العربية  
Arabic

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Greek

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Italian

Questo documento contiene importanti informazioni sui contratti per il gas naturale. Per una traduzione di questa dichiarazione sulla riservatezza ed altre informazioni per il consumatore in **italiano**, si prega di visitare il sito della Ontario Energy Board, oppure di chiamare la OEB direttamente. Le informazioni per contattare la OEB sono riportate qui sotto.



Chinese

本文件提供了有关天然气合同的重要信息。有关此披露声明及其它消费信息的**简体中文**翻译，请访问安大略省能源局的网站或致电安大略省能源局。安大略省能源局的联系信息如下。



Polish

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Portuguese

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Punjabi

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Spanish

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Tagalog

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Tamil

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Vietnamese

Tài liệu này cung cấp thông tin quan trọng về các hợp đồng hơi đốt thiên nhiên. Để có bản dịch về các điều khoản và điều kiện của hợp đồng và các thông tin khác bằng **tiếng Việt** dành cho người tiêu thụ, xin viếng trang mạng của Hội đồng Năng lượng Ontario hoặc gọi cho OEB. Điện thoại liên lạc với OEB được cung cấp dưới đây.



Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)

416-314-2455 (within the GTA or from outside Ontario)

[consumerrelations@oeb.gov.on.ca](mailto:consumerrelations@oeb.gov.on.ca) | [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)

Transactions in person after consumer-initiated contact (where no verification required)

# Disclosure Statement

1

## What you should know about natural gas contracts **BEFORE** agreeing to switch your natural gas supplier

- There is **no guarantee of savings** if you sign a contract.
- A Marketer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign a contract. Your natural gas service will continue without interruption.
- A contract is for the natural gas that you use. A contract **may also include charges for transportation, storage or both**. Check the accompanying price comparison to see if these charges are included in the contract price or if you will continue to pay them to the utility at the utility price.
- You will **also continue to pay delivery and customer charges** whether or not you sign a contract.
- The Ontario Energy Board does not set prices included in a Marketer's contract.

2

## Comparing prices

- A Marketer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- If your utility price is set by the Ontario Energy Board, try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.
- You can also contact your utility for more information on your utility price.

3

## Know your rights

- Make sure you understand the contract **before you agree to it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with the Marketer for your records.

4

## What if you change your mind?

- You can cancel the contract within 10 days of the day that the Marketer sends an electronic copy of the contract, disclosure statement and price comparison to the e-mail address you provided.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that, you may have to pay a cancellation fee.**

- This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about natural gas contracts and your rights.
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العربية  
Arabic





# Disclosure Statement

1

## What you should know **BEFORE** agreeing to renew or extend your natural gas contract

- There is **no guarantee of savings** if you renew or extend your contract.
- The Marketer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to renew or extend your contract. If you tell the Marketer that you do not want to renew or extend your contract, you will be switched back to your utility for your natural gas supply when your current contract ends, without any interruption in service.
- **If you do not tell the Marketer that you do not want to renew or extend your contract, your contract may be automatically renewed or extended for up to one year.**
- The renewed or extended contract is for the natural gas that you use. **The contract may also include charges for transportation, storage or both.** Check the accompanying price comparison to see if these charges are included in the contract price or if you will continue to pay them to the utility at the utility price.
- You will **also continue to pay delivery and customer charges** whether or not you renew or extend your contract.
- The Marketer may change your contract when it is being renewed or extended. These changes must be described in the renewal or extension package that you received from the Marketer.
- The Ontario Energy Board does not set prices included in the Marketer's renewed / extended contract.

2

## Comparing prices

- The Marketer must give you a separate sheet comparing the renewed / extended contract price you are being offered with the price currently charged by your utility.
- If your utility price is set by the Ontario Energy Board, try the interactive online bill calculator on the Board's website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.
- You can also contact your utility for more information on your utility price.

3

## Know your rights

- Make sure you understand the renewed / extended contract and the renewal / extension form **before you agree to renew / extend your contract.**
- Keep a copy of this disclosure statement, the accompanying price comparison, the renewal / extension form, the renewed / extended contract and all correspondence with the Marketer for your records.

4

## What if you change your mind?

- If you agreed to renew or extend the contract, **you can cancel the renewal or extension within 14 days** without paying a cancellation fee and you will be switched back to your utility for your natural gas supply when your current contract ends, without any interruption in service.
  - If you renewed or extended by telephone, you can cancel within 14 days of the renewal or extension call.
  - If you renewed or extended by returning a signed copy of the renewal / extension form, the disclosure statement and the price comparison, you can cancel within 14 days of the date on which you returned the signed materials to the Marketer.
- **If you cancel your renewed or extended contract after the 14 days, you may have to pay a cancellation fee.**
- If your contract was automatically renewed you may cancel at any time without cancellation fees.

- **This disclosure statement is not part of the renewed / extended contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about natural gas contracts and your rights.
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Signature \_\_\_\_\_

Date \_\_\_\_\_



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Spanish

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Vietnamese

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Contract renewals/extensions

**Attachment E**

**Price Comparison Templates**

*[see separate documents attached]*

# Price Comparison for Residential Electricity Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)

## Part A – Regulated Price Plan (RPP) if you purchase your electricity from your utility

If you purchase your electricity from your utility, your electricity price is known as the “Regulated Price Plan” or RPP. RPP prices are set by the Ontario Energy Board, the independent regulator, and can change every six months (May 1st and November 1st). The table below shows the RPP prices that are in effect today for consumers on time-of-use pricing. The “Estimated Monthly Electricity Supply Cost” shown is **only for the cost of the electricity** that you use, which already includes a **forecast cost for the “Global Adjustment”** of x.x ¢ / kWh. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

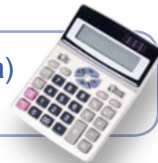
The table below is based on a **residential consumer** who uses 800 kWh per month on time-of-use pricing and whose **pattern of electricity use** is: xx% of use in the off-peak period, xx% of use in the mid-peak period and xx% of use in the on-peak period. If your pattern of electricity use is different, your “Estimated Monthly Electricity Supply Cost” will also be different.

### RPP Time-of-Use Prices

Off-peak use	xxx kWh	X	x.x ¢ / kWh	=	\$ xx.xx
Mid-peak use	xxx kWh	X	x.x ¢ / kWh	=	\$ xx.xx
On-peak use	xxx kWh	X	x.x ¢ / kWh	=	\$ xx.xx
Estimated Monthly Electricity Supply Cost					\$ xx.xx

Time-of-use pricing is being phased in throughout the Province to replace tiered pricing. If you are still on tiered RPP pricing, your “Estimated Monthly Electricity Supply Cost” will be different. You can contact your utility to see when time-of-use pricing will apply to you.

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your electricity from (Name of Retailer)

The information below has been **prepared by the electricity Retailer** that gave you this document. It describes the contract price that is being offered to you. The contract price is **only for the cost of the electricity** that you use. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. You will also have to pay the **Global Adjustment** every month – a forecast cost is included below, but the actual amount can vary.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the electricity Retailer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Electricity Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of electricity to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to show each element of the contract price separately. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption (including the consumer’s time-of-use consumption profile) as are used in Part A.
2. The commodity component of the contract price must be expressed per kilowatt hour of electricity. Any other component of the contract price that varies based on consumption must also be expressed per kilowatt hour of electricity. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Retailer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Retailer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Retailer must identify in each case when a given contract price applies during the term of the contract.
5. Each separate total monthly number included in Part B shall include the forecast amount for the Global Adjustment as indicated in Part A, shown on a separate line and clearly identified as follows: “Forecast of the Global Adjustment”.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Retailer’s offer, additional pages may be used.

# Price Comparison for Non-residential Electricity Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)

## Part A – Regulated Price Plan (RPP) if you purchase your electricity from your utility


If you use under 150,000 kilowatt hours (kWh) per year and purchase your electricity from your utility, your electricity price is known as the “Regulated Price Plan” or RPP. RPP prices are set by the Ontario Energy Board, the independent regulator, and can change every six months (May 1st and November 1st). The table below shows the RPP prices that are in effect today for consumers on time-of-use pricing. The “Estimated Monthly Electricity Supply Cost” shown is **only for the cost of the electricity** that you use, which already includes a **forecast cost for the “Global Adjustment”** of x.x ¢ / kWh. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

The table below is based on a consumer on time-of-use pricing whose **pattern of electricity use** is: xx% of use in the off-peak period, xx% of use in the mid-peak period and xx% of use in the on-peak period. This is a pattern typically seen with **residential consumers**. As a **non-residential consumer**, your pattern of electricity use will likely be different and therefore your “Estimated Monthly Electricity Supply Cost” will also likely be different.

RPP Time-of-Use Prices			xxx kWh	xxx kWh	xxx kWh
Off-peak	@	x.x ¢ / kWh	\$ xx.xx	\$ xx.xx	\$ xx.xx
Mid-peak	@	x.x ¢ / kWh	\$ xx.xx	\$ xx.xx	\$ xx.xx
On-peak	@	x.x ¢ / kWh	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Electricity Supply Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

Time-of-use pricing is being phased in throughout the Province to replace tiered pricing. If you are still on tiered RPP pricing, your “Estimated Monthly Electricity Supply Cost” will be different. You can contact your utility to see when time-of-use pricing will apply to you.

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your electricity from (Name of Retailer)

The information below has been **prepared by the electricity Retailer** that gave you this document. It describes the contract price that is being offered to you. The contract price is **only for the cost of the electricity** that you use. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. You will also have to pay the **Global Adjustment** every month – a forecast cost is included below, but the actual amount can vary.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the electricity Retailer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Electricity Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of electricity to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to show each element of the contract price separately. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption (including the consumer’s time-of-use consumption profile) as are used in Part A.
2. The commodity component of the contract price must be expressed per kilowatt hour of electricity. Any other component of the contract price that varies based on consumption must also be expressed per kilowatt hour of electricity. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Retailer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Retailer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Retailer must identify in each case when a given contract price applies during the term of the contract.
5. Each separate total monthly number included in Part B shall include the forecast amount for the Global Adjustment as indicated in Part A, shown on a separate line and clearly identified as follows: “Forecast of the Global Adjustment”.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Retailer’s offer, additional pages may be used.



# Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)


## Part A – Regulated prices if you purchase your natural gas from Enbridge Gas Distribution Inc.

If you purchase your natural gas from Enbridge Gas Distribution Inc., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply & Transportation Cost” shown is for the **cost of the natural gas** that you use and for **related transportation costs**. Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table is based on **a residential consumer who uses x,xxx m³ per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply & Transportation Cost” will also be different.

Gas Supply	xxx m³	X	x.xx ¢ / m³	=	\$ xx.xx
Transportation	xxx m³	X	x.xx ¢ / m³	=	\$ xx.xx
Estimated Monthly Gas Supply & Transportation Cost					\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation costs**. This part also shows you whether transportation costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply & Transportation Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for transportation. Where transportation is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where transportation is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same price for transportation as is used in Part A to the extent that transportation is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If transportation is included in the contract price and is variable, the Marketer must also identify that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in the transportation price if this is included in the contract price and is variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.



# Price Comparison for Non-residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)


## Part A – Regulated prices if you purchase your natural gas from Enbridge Gas Distribution Inc.

If you use less than 50,000 cubic meters (m<sup>3</sup>) per year and purchase your natural gas from Enbridge Gas Distribution Inc., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply & Transportation Cost” shown is for the **cost of the natural gas** that you use and for **related transportation costs**. Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table provides illustrative examples for a consumer, showing three different levels of monthly use. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. Select the level that is closest to the level of natural gas that your business uses. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply & Transportation Cost” will also be different.

			xxx m <sup>3</sup>	xxx m <sup>3</sup>	xxx m <sup>3</sup>
Gas Supply	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Transportation	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Gas Supply & Transportation Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas that you use and may also include related transportation costs**. This part also shows you whether transportation costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply & Transportation Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for transportation. Where transportation is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where transportation is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same price for transportation as is used in Part A to the extent that transportation is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If transportation is included in the contract price and is variable, the Marketer must also identify that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in the transportation price if this is included in the contract price and is variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year)

## Part A – Prices if you purchase your natural gas from Utilities Kingston

If you purchase your natural gas from Utilities Kingston, your natural gas prices are set by your municipal council and can change from time to time. The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply Cost” shown is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery (including transportation and storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please contact Utilities Kingston.

This table is based on a **residential consumer who uses x,xxx m³ per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply Cost” will also be different.

Gas Supply	xxx m³	X	x.xx ¢ / m³	=	\$ xx.xx
Estimated Monthly Gas Supply Cost					\$ xx.xx

## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to separately show each element of the contract price. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Marketer must identify in each case when a given contract price applies during the term of the contract.
5. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
6. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Non-residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year)

## Part A – Prices if you purchase your natural gas from Utilities Kingston

If you use less than 50,000 cubic meters (m<sup>3</sup>) per year and purchase your natural gas from Utilities Kingston, your natural gas prices are set by your municipal council and can change from time to time. The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply Cost” shown is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery (including transportation and storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please contact Utilities Kingston.

This table provides illustrative examples for a consumer, showing three different levels of monthly use. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. Select the level that is closest to the level of natural gas that your business uses. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply Cost” will also be different.

			xxx m <sup>3</sup>	xxx m <sup>3</sup>	xxx m <sup>3</sup>
Gas Supply	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Gas Supply Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to separately show each element of the contract price. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Marketer must identify in each case when a given contract price applies during the term of the contract.
5. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
6. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year)

## Part A – Prices if you purchase your natural gas from Kitchener Utilities

If you purchase your natural gas from Kitchener Utilities, your natural gas prices are set by your municipal council and can change from time to time. The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply & Transportation Cost” shown is for the **cost of the natural gas** that you use and for **related transportation costs**. Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please contact Kitchener Utilities.

This table is based on **a residential consumer who uses x,xxx m³ per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply & Transportation Cost” will also be different.

Gas Supply	xxx m³	X	x.xx ¢ / m³	=	\$ xx.xx
Transportation	xxx m³	X	x.xx ¢ / m³	=	\$ xx.xx
Estimated Monthly Gas Supply & Transportation Cost					\$ xx.xx

## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation costs**. This part also shows you whether transportation costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply & Transportation Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for transportation. Where transportation is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where transportation is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same price for transportation as is used in Part A to the extent that transportation is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If transportation is included in the contract price and is variable, the Marketer must also identify that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in the transportation price if this is included in the contract price and is variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.



# Price Comparison for Non-residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year)

## Part A – Prices if you purchase your natural gas from Kitchener Utilities

If you use less than 50,000 cubic meters (m³) per year and purchase your natural gas from Kitchener Utilities, your natural gas prices are set by your municipal council and can change from time to time. The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply & Transportation Cost” shown is for the **cost of the natural gas** that you use and for **related transportation costs**. Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please contact Kitchener Utilities.

This table provides illustrative examples for a consumer, showing three different levels of monthly use. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. Select the level that is closest to the level of natural gas that your business uses. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply & Transportation Cost” will also be different.

			xxx m³	xxx m³	xxx m³
Gas Supply	@	x.xx ¢ / m³	\$ xx.xx	\$ xx.xx	\$ xx.xx
Transportation	@	x.xx ¢ / m³	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Gas Supply & Transportation Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas that you use** and **may also include related transportation costs**. This part also shows you whether transportation costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply & Transportation Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for transportation. Where transportation is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where transportation is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same price for transportation as is used in Part A to the extent that transportation is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If transportation is included in the contract price and is variable, the Marketer must also identify that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in the transportation price if this is included in the contract price and is variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)

## Part A – Regulated prices if you purchase your natural gas from Natural Resource Gas Limited

If you purchase your natural gas from Natural Resource Gas Limited, your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply Cost” shown is for the **cost of the natural gas** that you use, including any related transportation and storage costs. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table is based on a **residential consumer who uses x,xxx m<sup>3</sup> per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply Cost” will also be different.

Gas Supply	xxx m <sup>3</sup>	X	x.xx ¢ / m <sup>3</sup>	=	\$ xx.xx
Estimated Monthly Gas Supply Cost					\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to separately show each element of the contract price. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Marketer must identify in each case when a given contract price applies during the term of the contract.
5. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
6. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Non-residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)


## Part A – Regulated prices if you purchase your natural gas from Natural Resource Gas Limited

If you use less than 50,000 cubic meters (m<sup>3</sup>) per year and purchase your natural gas from Natural Resource Gas Limited, your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply Cost” shown is for the **cost of the natural gas** that you use, including any related transportation and storage costs. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table provides illustrative examples for a consumer, showing three different levels of monthly use. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. Select the level that is closest to the level of natural gas that your business uses. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply Cost” will also be different.

			xxx m <sup>3</sup>	xxx m <sup>3</sup>	xxx m <sup>3</sup>
Gas Supply	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Gas Supply Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to separately show each element of the contract price. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Marketer must identify in each case when a given contract price applies during the term of the contract.
5. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
6. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer’s offer, additional pages may be used.

# Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)


## Part A – Regulated prices if you purchase your natural gas from Union Gas Ltd. (Rate Zone)

If you purchase your natural gas from Union Gas Ltd., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply, Transportation & Storage Cost” shown is for the **cost of the natural gas** that you use and **related transportation and/or storage costs**. Part B below will show you whether transportation and/or storage costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table is based on a **residential consumer who uses x,xxx m<sup>3</sup> per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply, Transportation & Storage Cost” will also be different.

Gas Supply	xxx m <sup>3</sup>	X	x.xx ¢ / m <sup>3</sup>	=	\$ xx.xx
Transportation	xxx m <sup>3</sup>	X	x.xx ¢ / m <sup>3</sup>	=	\$ xx.xx
Storage	xxx m <sup>3</sup>	X	x.xx ¢ / m <sup>3</sup>	=	\$ xx.xx
Estimated Monthly Gas Supply, Transportation & Storage Cost					\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation and/or storage costs**. This part also shows you whether transportation and/or storage costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply, Transportation & Storage Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation and storage whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for each of transportation and storage. Where either of transportation or storage is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where either of transportation or storage is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same prices for transportation and/or storage as are used in Part A to the extent that transportation and/or storage is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If either transportation or storage is included in the contract price and is variable, the Marketer must also identify for each such price that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in transportation and/or storage prices if these are included in the contract price and are variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer's offer, additional pages may be used.



# Price Comparison for Non-residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)


## Part A – Regulated prices if you purchase your natural gas from Union Gas Ltd. (Rate Zone)

If you use less than 50,000 cubic meters (m<sup>3</sup>) per year and purchase your natural gas from Union Gas Ltd., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply, Transportation & Storage Cost” shown is for the **cost of the natural gas** that you use and **related transportation and/or storage costs**. Part B below will show you whether transportation and/or storage costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

This table provides illustrative examples for a consumer, showing three different levels of monthly use. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. Select the level that is closest to the level of natural gas that your business uses. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply, Transportation & Storage Cost” will also be different.

			xxx m <sup>3</sup>	xxx m <sup>3</sup>	xxx m <sup>3</sup>
Gas Supply	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Transportation	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Storage	@	x.xx ¢ / m <sup>3</sup>	\$ xx.xx	\$ xx.xx	\$ xx.xx
Estimated Monthly Gas Supply, Transportation & Storage Cost			\$ xx.xx	\$ xx.xx	\$ xx.xx

Try the interactive online bill calculator on the Ontario Energy Board’s website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)) to do your own price comparisons and estimate your total monthly bill.



## Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation and/or storage costs**. This part also shows you whether transportation and/or storage costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Instructions to the natural gas Marketer for completing Part B:**

*(not to be included in price comparison document provided to consumers)*

1. The contract price must be expressed as a total monthly number, identified as “Estimated Monthly Gas Supply, Transportation & Storage Cost”, and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation and storage whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for each of transportation and storage. Where either of transportation or storage is included in the contract price, this must be identified as “[Name of Marketer] Price”. Where either of transportation or storage is not included in the contract price, this must be identified as “Utility Price”. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer’s monthly consumption as are used in Part A, and the same prices for transportation and/or storage as are used in Part A to the extent that transportation and/or storage is not included in the contract price.
2. The commodity component of the contract price must be expressed per cubic meter of natural gas. Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.
3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.
4. If either transportation or storage is included in the contract price and is variable, the Marketer must also identify for each such price that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.
5. If any component of the contract price will change over the term of the contract, a separate total monthly number, broken down and identified as described above, must be included that is based on each price. The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in transportation and/or storage prices if these are included in the contract price and are variable. The Marketer must identify in each case when a given contract price applies during the term of the contract.
6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.
7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer's offer, additional pages may be used.

**Attachment F**

**Verification Call Scripts**

*[see separate documents attached]*

## **Verification Call Script – Electricity**

### **Outbound Introduction**

1. “Good [morning / afternoon / evening], my name is [verification representative’s name] and I am calling on behalf of [retailer name]”.
2. “May I please speak with [account holder name]”? Y/N

If yes – “May I please confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity supply for this [residence / business]”? Y/N

If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [retailer name], my name is [verification representative’s name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [retailer name] for the provision of your electricity”? Y/N

If no, the verification representative may either end the call or transfer the call to the correct department at the retailer to deal with the consumer’s enquiry.

2. “May I please confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions in regards to the electricity supply for this [residence / business]”? Y/N

If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear to have the authority to verify the contract, and the call must then be terminated.

## All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.
6. “The purpose of this call is to verify that you would like to continue with a contract with [retailer name] for the provision of your electricity and to go over certain key terms of the contract you signed on [date]”.
7. “We are allowed to contact you to verify the contract between 10 and 45 days after you received a written copy of the contract that you signed”.
8. “Please note that you are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any cancellation fees and that the supply of your electricity will not be interrupted”? Y/N

9. "Our records state that you received and signed a written copy of the contract on [date] for a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

If based on the date of receipt of the contract, verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Retailer name] is required to provide you with a disclosure statement and a price comparison document that contain important information about electricity contracts. Did you receive and sign a copy of the disclosure statement and the price comparison document"? Y/N

If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract, [retailer name] will become your electricity supplier"? Y/N

12. "Do you understand that [retailer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the verification representative must explain the independence of the retailer.

13. "Please note that, if you verify this contract today and cancel it more than 30 days after you receive your first bill under the contract, you may have to pay a cancellation fee".

14. "You should also be aware that energy cost savings under this contract are not guaranteed".

15. "Do you agree to verify this contract and proceed with the purchase of electricity under the contract for a term of [x] years at a price of [price details]"? Y/N

No – consumer wants more time - If the consumer states that they do not wish to verify their electricity contract today as they need more time to make a decision as to whether or not to proceed with the contract, the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated.

No – consumer does not want to verify the contract - If the consumer states that they do not wish to verify their electricity contract, the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the retailer of the consumer's choice not to verify the contract.

16. Read if a green energy or other available contract option was selected by the consumer – “Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct”? Y/N

If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. “If you change your mind, you may notify [retailer name] that you want to cancel the contract at any time up to 30 days after you receive your first bill under the contract. You will have to pay that bill, but you will not have to pay any cancellation fees or penalties. You will then receive your electricity supply from your utility with no interruption in service”.

18. “May I please confirm that I have the correct spelling of your name [consumer name]”? Y/N

If no, ensure the correct spelling is recorded.

19. “May I please confirm that I have the correct spelling of your address [consumer address]”? Y/N

If no, ensure the correct spelling is recorded.

20. “I would also like to confirm that your electricity account number is [account number]. Is this correct”? Y/N

If no, ensure correct account number is recorded.

21. “For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]”? Y/N

If no, ensure the correct telephone number is recorded.

22. “You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request”.

If the consumer requests a copy of the call recording during the call, the verification representative must inform the retailer of the request.

23. “You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board’s website address or toll-free number”? Y/N

If yes, provide the Board’s contact details.

24. “Thank you for your time. You should notice the [retailer name] name and our toll free number appear on your electricity bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]”.



## **Verification Call Script – Natural Gas**

### **Outbound Introduction**

1. “Good [morning / afternoon / evening], my name is [verification representative’s name] and I am calling on behalf of [gas marketer name]”.
2. “May I please speak with [account holder name]”? Y/N

If yes – “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [gas marketer name], my name is [verification representative’s name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [gas marketer name] for the provision of your natural gas”? Y/N

If no, the verification representative may either end the call or transfer the call to the correct department at the gas marketer to deal with the consumer’s enquiry.

2. “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear

to have the authority to verify the contract, and the call must then be terminated.

### **All calls**

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.

6. “The purpose of this call is to verify that you would like to continue with a contract with [gas marketer name] for the provision of your natural gas and to go over certain key terms of the contract you signed on [date]”.

7. “We are allowed to contact you to verify the contract between 10 and 45 days after you received a written copy of the contract that you signed”.

8. “Please note that you are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any cancellation fees and that the supply of your natural gas will not be interrupted”? Y/N

9. "Our records state that you received and signed a written copy of the contract on [date] for a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

If based on the date of receipt of the contract, verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Gas marketer name] is required to provide you with a disclosure statement and a price comparison document that contain important information about natural gas contracts. Did you receive and sign a copy of the disclosure statement and the price comparison document"? Y/N

If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract, [gas marketer name] will become your natural gas supplier"? Y/N
12. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the verification representative must explain the independence of the gas marketer.

13. "Please note that if you cancel this contract after you have verified the contract today, you may have to pay a cancellation fee".
14. "You should also be aware that energy cost savings under this contract are not guaranteed".
15. "Do you agree to verify this contract and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details]"? Y/N

No – consumer wants more time - If the consumer states that they do not wish to verify their natural gas contract today as they need more time to make

a decision as to whether or not to proceed with the contract, the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated.

No – consumer does not want to verify the contract - If the consumer states that they do not wish to verify their natural gas contract, the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the gas marketer of the consumer's choice not to verify the contract.

16. Read if a green energy or other available contract option was selected by the consumer – “Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct”? Y/N

If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. “May I please confirm that I have the correct spelling of your name [consumer name]”? Y/N

If no, ensure the correct spelling is recorded.

18. “May I please confirm that I have the correct spelling of your address [consumer address]”? Y/N

If no, ensure the correct spelling is recorded.

19. “I would also like to confirm that your natural gas account number is [account number]. Is this correct”? Y/N

If no, ensure correct account number is recorded.

20. “For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]”? Y/N

If no, ensure the correct telephone number is recorded.

21. “You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request”.

If the consumer requests a copy of the call recording during the call, the verification representative must inform the gas marketer of the request.

22. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the Board's contact details.

23. "Thank you for your time. You should notice the [gas marketer name] name and our toll free number appear on your natural gas bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]".

## **Verification Call Script – Natural Gas and Electricity**

Note: In this script, the term “supplier” is used to refer to the gas marketer / electricity retailer.

### **Outbound Introduction**

1. “Good [morning/ afternoon / evening], my name is [verification representative’s name] and I am calling on behalf of [supplier name]”.
2. “May I please speak with [account holder name]”? Y/N

If yes – “May I please confirm that you are the natural gas and electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas and electricity supply for this [residence / business]”? Y/N

If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [supplier name], my name is [verification representative’s name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [supplier name] for the provision of your natural gas and electricity”? Y/N

If no, the verification representative may either end the call or transfer the call to the correct department at the supplier to deal with the consumer’s enquiry.

2. “May I please confirm that you are the natural gas and electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions in regards to the natural gas and electricity supply for this [residence / business]”? Y/N

If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear

to have the authority to verify the contract, and the call must then be terminated.

### **All calls**

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.

6. “The purpose of this call is to verify that you would like to continue with a contract / contracts with [supplier name] for the provision of your natural gas and electricity, and to go over certain key terms of the contract / contracts you signed on [date]”.

7. “We are allowed to contact you to verify this contract / these contracts between 10 and 45 days after you received a written copy of the contract / contracts that you signed”.

8. “Please note that you are under no obligation to verify this contract / these contracts. Do you understand that if you choose not to verify this contract / these contracts you will not have to pay any cancellation fees and that the supply of your natural gas and electricity will not be interrupted”? Y/N

9. "Our records state that you received and signed a written copy of the contract / written copies of the contracts on [date]. The contract details for natural gas are a term of [x] years at a price of [price details]. The contract details for electricity are a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

If based on the date of receipt of the contract(s), verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Supplier name] is required to provide you with disclosure statements and price comparison documents that contain important information about natural gas and electricity contracts. Did you receive and sign a copy of the disclosure statements and the price comparison documents"? Y/N

If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract / these contracts, [supplier name] will become your natural gas and electricity supplier"? Y/N
12. "Do you understand that [supplier name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the verification representative must explain the independence of the supplier.

13. "Please note that if you cancel this contract / these contracts after you have verified the contract / these contracts today, you may have to pay a cancellation fee".
14. "You should also be aware that energy cost savings under this contract / these contracts are not guaranteed".



15. “Do you agree to verify this contract / these contracts and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details] and electricity for a term of [x] years at a price of [price details]”? Y/N

No - consumer wants more time - If the consumer states that they do not wish to verify the natural gas / electricity contract(s) today as they need more time to make a decision as to whether or not to proceed with the contract(s), the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated. Where there is one contract for natural gas and another for electricity and the consumer wishes to defer a decision on one contract only but continue with the call for the other, the verification representative may continue with the call in respect of the contract for which the consumer is willing to proceed.

No – consumer does not want to verify the contract(s) - If the consumer states that they do not wish to verify the natural gas / electricity contract(s), the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the supplier of the consumer’s choice not to verify the contract(s). Where there is one contract for natural gas and another for electricity and the consumer states that they do not wish to verify one of the contracts but they wish to proceed with the other, the verification representative may continue the call in respect of the contract for which the consumer is willing to proceed, and must inform the supplier of the consumer’s choice not to verify the other contract.

16. Read if a green energy or other available contract option was selected by the consumer – “Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct”? Y/N (Repeat for both natural gas and electricity if applicable).

If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. “For your electricity contract only, if you change your mind, you may notify [supplier name] that you want to cancel the electricity contract at any time up to 30 days after you receive your first bill under the contract. You will have to pay that bill, but you will not have to pay any cancellation fees or penalties. You will then receive your electricity supply from your utility with no interruption in service”.

18. “May I please confirm that I have the correct spelling of your name [consumer name]”? Y/N

If no, ensure the correct spelling is recorded.

19. “May I please confirm that I have the correct spelling of your address [consumer address]”? Y/N

If no, ensure the correct spelling is recorded.

20. “I would also like to confirm that your natural gas account number is [account number]. Is this correct”? Y/N “And your electricity account number is [account number]. Is this correct”? Y/N

If no, ensure correct account number(s) are recorded.

21. “For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]”? Y/N

If no, ensure the correct telephone number is recorded.

22. “You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request”.

If the consumer requests a copy of the call recording during the call, the verification representative must inform the supplier of the request.

23. “You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board’s website address or toll-free number”? Y/N

If yes, provide the Board’s contact details.

24. “Thank you for your time. You should notice the [supplier name] name and our toll free number appear on your natural gas bill in [x] days and on your electricity bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]”.

**Attachment G**

**Renewal/Extension Call Scripts**

*[see separate documents attached]*

## **Contract Renewal / Extension Call Script – Electricity**

### **Outbound Introduction**

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [retailer name]”.
2. “May I please speak with [account holder name]”? Y/N

If yes – “May I please confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity supply for this [residence / business]”? Y/N

If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [retailer name], my name is [salesperson’s name]”.
2. “May I please confirm that you are the electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions in regards to the electricity supply for this [residence / business]”? Y/N

If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

## All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.

6. “The purpose of this call is to see if you would like to [renew / extend] your contract with [retailer name] for the provision of your electricity supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [retailer name]”.

7. “[Retailer name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options. This offer also included a disclosure statement, a price comparison document and a copy of the new contract that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [retailer name] containing all of these items”? Y/N

If no, the salesperson may confirm the consumer’s name and address details and must explain to the consumer why the renewal / extension process cannot proceed. The call must then be terminated. No further renewal /

extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract, [retailer name] will continue to be your electricity supplier"? Y/N
9. "Do you understand that [retailer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the salesperson must explain the independence of the retailer.

10. "Please be aware that if you cancel the [renewed /extended] contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".
11. "You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed".
12. If multiple renewal price and contract terms were offered – "The renewal offer that [retailer name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

If yes, the salesperson must ask which offer the consumer wishes to accept if it is not clearly identified by the consumer, and then proceed as follows: "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [retailer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

If a single renewal price and contract term was offered - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [retailer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their electricity contract today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back but otherwise the call must then be terminated.

No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their electricity contract, the salesperson may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the retailer of the consumer's choice not to renew / extend the contract.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [retailer name] that you no longer wish to have your electricity contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your electricity will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the retailer of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the Board's contact details.

19. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".

## **Contract Renewal / Extension Call Script – Natural Gas**

### **Outbound Introduction**

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [gas marketer name]”.
2. “May I please speak with [account holder name]”? Y/N

If yes – “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [gas marketer name], my name is [salesperson’s name]”.
2. “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / business]”? Y/N

If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.



## All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.

6. “The purpose of this call is to see if you would like to [renew / extend] your contract with [gas marketer name] for the provision of your natural gas supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [gas marketer name]”.

7. “[Gas marketer name] sent you a [renewal / extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options. This offer also included a disclosure statement, a price comparison document and a copy of the new contract that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [gas marketer name] containing all of these items”? Y/N

If no, the salesperson may confirm the consumer’s name and address details and must explain to the consumer why the renewal / extension process cannot proceed. The call must then be terminated. No further renewal /

extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract, [gas marketer name] will continue to be your natural gas supplier"? Y/N
9. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the salesperson must explain the independence of the gas marketer.

10. "Please be aware that if you cancel the [renewed / extended] contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".
11. "You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed".
12. If multiple renewal price and contract terms were offered – "The renewal offer that [gas marketer name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

If yes, the salesperson must ask which offer the consumer wishes to accept if it is not clearly identified by the consumer, and then proceed as follows: "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

If a single renewal price and contract term was offered - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their natural gas contract today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back. If auto renewal is an option the salesperson must also remind the consumer that if they do nothing to either renew / extend or cancel the contract, they will be automatically renewed, but otherwise the call must then be terminated.

No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their natural gas contract, the salesperson

may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the gas marketer of the consumer's choice not to renew / extend the contract.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [gas marketer name] that you no longer wish to have your natural gas contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your natural gas will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the gas marketer of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the Board's contact details.

19. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".

## **Contract Renewal / Extension Call Script – Natural Gas and Electricity**

Note: In this script, the term “supplier” is used to refer to the gas marketer / electricity retailer.

### **Outbound Introduction**

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [supplier name]”.
2. “May I please speak with [account holder name]? Y/N

If yes – “May I please confirm that you are the natural gas and electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas and electricity supply for this [residence / business]”? Y/N

If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

### **Inbound Introduction**

1. “Thank you for calling [supplier name], my name is [salesperson’s name]”.
2. “May I please confirm that you are the natural gas and electricity account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions about the natural gas and electricity supply for this [residence / business]”? Y/N

If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

## All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. “Today’s date is [date]”.

6. “The purpose of this call is to see if you would like to [renew / extend] your contract(s) with [supplier name] for the provision of your natural gas and electricity supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [supplier name]”.

7. “[Supplier name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form / [renewal / extension] forms which outline(s) important information about the [renewal / extension] of your contract(s) and your contract [renewal / extension] options. This offer also included disclosure statements, price comparison documents and a copy of the new contract(s) that will apply if you choose to [renew / extend] the contract(s). Did you receive a copy of the [renewal / extension] offer from [supplier name] containing all of these items”? Y/N

If no, the salesperson may confirm the consumer’s name and address details and must explain to the consumer why the renewal / extension process

cannot proceed. The call must then be terminated. No further renewal / extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract(s), [supplier name] will continue to be your natural gas and electricity supplier"? Y/N

9. "Do you understand that [supplier name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the salesperson must explain the independence of the supplier.

10. "Please be aware that if you cancel the [renewed / extended] contract / these [renewed / extended] contracts more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".

11. "You should also be aware that energy cost savings under the [renewed / extended] contract(s) are not guaranteed".

12. If multiple renewal price and contract terms were offered – "The renewal offer that [supplier name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

If yes, the salesperson must ask which offers the consumer wishes to accept if they are not clearly identified by the consumer, and then repeat for both natural gas and electricity contract offers - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [supplier name] provided to you for a term of [x] years at a price of [price details]"? Y/N

If a single renewal price and contract term was offered - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [supplier name] provided to you for a term of [x] years at a price of [price details]"? Y/N – repeat for both natural gas and electricity contract offers.

No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their natural gas and electricity contract(s) today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back. If auto renewal is an option the salesperson must also remind the consumer that in regards to their gas contract only, if they do nothing to either renew / extend or cancel the

contract they will be automatically renewed, but otherwise the call must then be terminated.

Where there is one renewal / extension offer for natural gas and another for electricity and the consumer wishes to defer a decision on one renewal / extension offer only but continue with the call for the other, the salesperson may continue with the call in respect of the renewal / extension for which the consumer is willing to proceed.

No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their natural gas and electricity contract(s), the salesperson may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the supplier of the consumer's choice not to renew / extend the contract(s). Where there is one renewal / extension offer for natural gas and another for electricity and the consumer states that they do not wish to proceed with one of the renewal / extension offers but they wish to proceed with the other, the salesperson may continue the call in respect of the renewal / extension for which the consumer is willing to proceed, and must inform the supplier of the consumer's choice not to proceed with the other renewal / extension.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [supplier name] that you no longer wish to have your natural gas and electricity contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your natural gas and electricity will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the supplier of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the Board's contact details.

19. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".



**Attachment H**

**Comparison Version of a Verification Call Script  
(for information purposes only)**

*[see separate document attached]*

## Outbound Introduction

1. “Good [morning / afternoon / evening], my name is [verification representative’s name] and I am calling on behalf of [gas marketer name]”.

2. “May I please speak with [account holder name]”? Y/N

Deleted: , the natural gas account holder

If yes – “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

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If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

## Inbound Introduction

1. “Thank you for calling [gas marketer name], my name is [verification representative’s name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [gas marketer name] for the provision of your natural gas”? Y/N

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If no, the verification representative may either end the call or transfer the call to the correct department at the gas marketer to deal with the consumer’s enquiry.

2. “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear

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to have the authority to verify the contract, and the call must then be terminated.

### All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

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If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

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If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise, the call must then be terminated.

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5. “Today’s date is [date]”.

6. “The purpose of this call is to verify that you would like to continue with a contract with [gas marketer name] for the provision of your natural gas and to go over certain key terms of the contract you signed on [date]”.

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7. “We are allowed to contact you to verify the contract between 10 and 45 days after you received a written copy of the contract that you signed”.

8. “Please note that you are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any cancellation fees and that the supply of your natural gas will not be interrupted”? Y/N

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9. "Our records state that you received and signed a written copy of the contract on [date] for a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

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If based on the date of receipt of the contract, verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Gas marketer name] is required to provide you with a disclosure statement and a price comparison document that contain important information about natural gas contracts. Did you receive and sign a copy of the disclosure statement and the price comparison document"? Y/N

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If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

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If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

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11. "Do you understand that if you verify this contract, [gas marketer name] will become your natural gas supplier"? Y/N
12. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

If no, the verification representative must explain the independence of the gas marketer.

13. "Please note that if you cancel this contract after you have verified the contract today, you may have to pay a cancellation fee".

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14. "You should also be aware that energy cost savings under this contract are not guaranteed".
15. "Do you agree to verify this contract and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details]"? Y/N

No – consumer wants more time - If the consumer states that they do not wish to verify their natural gas contract today as they need more time to make

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a decision as to whether or not to proceed with the contract, the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated.

No – consumer does not want to verify the contract - If the consumer states that they do not wish to verify their natural gas contract, the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the gas marketer of the consumer's choice not to verify the contract.

16. Read if a green energy or other available contract option was selected by the consumer – “Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct”? Y/N

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If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

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17. “May I please confirm that I have the correct spelling of your name [consumer name]”? Y/N

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If no, ensure the correct spelling is recorded.

18. “May I please confirm that I have the correct spelling of your address [consumer address]”? Y/N

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If no, ensure the correct spelling is recorded.

19. “I would also like, to confirm that your natural gas account number is [account number]. Is this correct”? Y/N

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If no, ensure correct account number is recorded.

20. “For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]”?

If no, ensure the correct telephone number is recorded.

21. “You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request”.

If the consumer requests a copy of the call recording during the call, the verification representative must inform the gas marketer of the request.

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22. “You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board’s website address or toll-free number”? Y/N

If yes, provide the Board’s contact details.

23. “Thank you for your time. You should notice, the [gas marketer name] name and our toll free number appear on your natural gas bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]”.

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If yes, provide the Board’s contact details.¶

**Attachment I**

**Comparison Version of a Renewal/Extension Call Script  
(for information purposes only)**

*[see separate document attached]*

## Outbound Introduction

1. “Good morning / afternoon / evening, my name is [salesperson’s name] and I am calling on behalf of [gas marketer name]”.

2. “May I please speak with [account holder name]”? Y/N

Deleted: , the natural gas account holder

If yes – “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

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If no – “Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]”? Y/N

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If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

## Inbound Introduction

1. “Thank you for calling [gas marketer name], my name is [salesperson’s name]”.
2. “May I please confirm that you are the natural gas account holder”? Y/N

If no - “Are you the spouse of the account holder”? Y/N

If no – “Are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / business]”? Y/N

If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

## All calls

3. “Are you comfortable for this call to proceed in English”? Y/N

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If no – “Is there someone present that speaks English and can assist you with this call”? Y/N

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If no – “Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call”? Y/N

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If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. “Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded”? Y/N

If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise, the call must then be terminated.

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5. “Today’s date is [date]”.

6. “The purpose of this call is to see if you would like to [renew / extend] your contract with [gas marketer name] for the provision of your natural gas supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [gas marketer name]”.

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7. “[Gas marketer name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options. This offer also included a disclosure statement, a price comparison document and a copy of the new contract that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [gas marketer name] containing all of these items”? Y/N

If no, the salesperson may confirm the consumer’s name and address details and must explain to the consumer why the renewal / extension process cannot proceed. The call must then be terminated. No further renewal / extension call may be made until a compliant renewal / extension package has been issued to the consumer.

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8. "Do you understand that if you choose to [renew / extend] your contract, [gas marketer name] will continue to be your natural gas supplier"? Y/N

9. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

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If no, the salesperson must explain the independence of the gas marketer.

10. "Please be aware that if you cancel the [renewed / extended] contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".

11. "You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed".

12. If multiple renewal price and contract terms were offered – "The renewal offer that [gas marketer name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

If yes, the salesperson must ask which offer the consumer wishes to accept if it is not clearly identified by the consumer, and then proceed as follows: "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

If a single renewal price and contract term was offered - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their natural gas contract today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back. If auto renewal is an option the salesperson must also remind the consumer that if they do nothing to either renew / extend or cancel the contract, they will be automatically renewed, but otherwise the call must then be terminated.

No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their natural gas contract, the salesperson may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the gas marketer of the consumer's choice not to renew / extend the contract.

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13. “May I please confirm that I have the correct spelling of your name [consumer name]”? Y/N

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If no, ensure the correct spelling is recorded.

14. “May I please confirm that I have the correct spelling of your address [consumer address]”? Y/N

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If no, ensure the correct spelling is recorded.

15. “For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]”? Y/N

If no, ensure the correct telephone number is recorded.

16. “Please note that if you change your mind, you have 14 days from today to notify [gas marketer name] that you no longer wish to have your natural gas contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your natural gas will not be interrupted”.

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17. “You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request”.

If the consumer requests a copy of the call recording during the call, the salesperson must inform the gas marketer of the request.

18. “You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board’s website address or toll-free number”? Y/N

If yes, provide the Board’s contact details.

19. “Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]”.

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If yes, provide the Board’s contact details.¶

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