

HVAC INTERROGATORY #1

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 6, 8 and 9 and Ex. I/D11/7.1]

Please provide an updated version of Tables 1, 2 and 3 with actuals for 2011, and the Applicant's most recent estimates for 2012 and 2013.

RESPONSE

Please see the Company's response to Energy Probe Interrogatory #7.1 at Exhibit I, Tab D11, Schedule 7.1. The Company does not propose any changes to the figures presented in these tables for 2012 or 2013.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #2

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 8]

Please confirm that the Bill Insert Program is currently dormant and will be terminated, and if so when. If this is not the case, please provide the Applicant's rationale for continuing a program that provides no material benefit to the ratepayers or the utility, and does not appear to have achieved any market traction.

RESPONSE

The Company's Bill Insert Program is not currently dormant and the Company will make a determination on the future of the Bill Insert Program as part of its review of the Open Bill Program.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #3

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 16]

Please confirm that no changes to the OBA Agreement will be implemented until the Board has made a determination on Issue D11 in this proceeding.

RESPONSE

The Company recognizes that the Open Bill Program was established through a Consultative process that resulted in the Board's approval of the Program. However, going forward the Company believes it is not necessary for the Board to make a determination with respect to the commercial arrangements between the Company and its billing clients. That said, until further clarity is received from the Board on this matter, the Company agrees not to implement the changes to the OBA Agreement described in its evidence at Exhibit D1, Tab 9, Schedule 1, updated 2012-06-08.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #4

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 16 and Ex. I/D11/20.10]

Please advise how many of the “incidents” related to the five largest billers by volume, and how many related to billers not in the top five. Please also advise the total number of billers who had such incidents.

RESPONSE

The Table below identifies the average number of customer accounts billed during the last twelve months and the number of escalated misrepresentation complaints addressed by the Company during the past eleven months for the five largest billers by number of accounts and all other billers. The Company did not track incidents by Biller prior to October 2011, which explains why this response reports on only eleven months of escalated misrepresentation complaints information.

Billers	Number of OBA Accounts	Number of Documented Misrepresentation Complaints
Five Largest by number of OBA Accounts	1,399,014	58
All Others	50,746	114

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #5

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 18]

Please describe in detail the circumstances in which Enbridge would be entitled to contact the customers of a biller, and any restrictions on the communications by Enbridge to those customers relating to the biller or its products, services, terms, prices, or other information.

RESPONSE

The Company would be entitled to communicate with customers of the biller to confirm the validity of biller charges being conveyed to the customer via the Enbridge bill. This may be in response to a specific customer inquiry or complaint or to conduct periodic audits to confirm biller contract compliance.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #6

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 18]

Please describe in detail the criteria to be applied by Enbridge in determining that any particular customer service should no longer be billed. To what extent, if any, would those criteria be mandatory vs. discretionary.

RESPONSE

Please see the Company's response to Just Energy Interrogatory #11.12 at Exhibit I, Tab D11, Schedule 11.12. The criteria to be considered in the determination of whether to include a type of charge or discontinue a type of charge would be at the discretion of the Company. EGD will act reasonably and in good faith in exercising its discretion in determining what types of charges would be discontinued.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #7

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 19, 22 and Ex. I/D11/1.12 and 11.8]

Please advise whether the Company intends to offer the Open Bill service after December 31, 2013, and if so on what terms.

RESPONSE

Please see the Company's response to Just Energy Interrogatory #11.13 at Exhibit I, Tab D11, Schedule 11.13. It is currently premature for the Company to comment on its plans to continue the Open Bill Program beyond 2013. However, if the Company is to continue the program beyond the end of 2013 it will need to be based substantially on the contract terms and conditions set out in the Company's evidence in this proceeding.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #8

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, p. 20-21]

With respect to the list of defaults to which the “three strikes” rule would apply:

- a. Please describe the nature of the “tax obligations” referred to. Please describe the rationale for including this in the listed defaults.
- b. Please describe in detail the role Enbridge proposes to play in policing compliance with applicable laws, and any limitations on that role. Please provide details of any additional resources to be added by Enbridge to support this added role.
- c. Please explain the phrase “customer agreements require payment”.

RESPONSE

- (a) “Tax obligations” reference the Biller’s representations and warranties in paragraph 7.1(i) in which the Biller warrants that it will remit all taxes collected from Customers to the relevant Governmental Authority. This obligation is directly related to the Billing Services and is required to avoid this liability of the Biller possibly falling to the Company.
- (b) The Company does not believe that it is responsible for policing compliance with Applicable Laws, unless such failure to comply has a direct impact on the Company (including its reputation), Customers or the Company’s or Biller’s ability to perform their respective obligations under the OBA. Billers continue to be obligated to confirm their compliance with the terms and conditions of the Open Bill Agreement. Please see the Company’s response to Just Energy Interrogatory #11.9 at Exhibit I, Tab D11, Schedule 11.9.

Witnesses: K. Lakatos-Hayward
S. McGill

- (c) The reference to “customer agreements require payment” addresses the Biller's representations and warranties in paragraph 7.1(h) in which Billers warrant that their Customer Service Agreement does not expressly allow Customers to set off payment as against obligations owed by the Biller to the Customer; does not allow Customer a ‘grace period’ for making payments; and requires that Customers make regular payments during the relevant period.

HVAC INTERROGATORY #9

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, App. 5, Section 8.4(b)]

Please confirm that, if this provision is amended, the result is that once a biller has defaulted under the Agreement, but that default has been cured, at any time thereafter and as long as the biller remains a biller, the Company in its sole discretion can terminate the Agreement with that biller without notice or cause. Please explain the rationale behind adding this right.

RESPONSE

If there is an Event of Default, under 8.6 for which there is no notice and no cure period then the simple occurrence of the Event of Default would be sufficient to give the Company the right to terminate the Open Bill Agreement (“OBA”) at any time during its term. Events of Default for which there is both no notice and no cure period are 8.6(b); (f); (g); (i); (j); (k) and (l). (Only (b) and (f) are new.) If the Company sought to terminate the OBA it would have to advise the Biller of this fact and identify the Event(s) of Default on which it relies to trigger termination (or other remedy). However, it is incorrect to state that termination would be without “cause” as the Event of Default itself is in fact the “cause”. While in theory an Event of Default of sufficient significance could occur and the Company could then wait months to act on it, this is not practical nor is it likely.

Further, although the language in s. 8.4(b) has been changed, there remain “events” that are Events of Default unless cured (i.e., 8.6(a); (c); (e); (h) and (m)). Where these “events” are cured they will not constitute “Events of Default” and therefore will not constitute grounds for early termination. The one main exception being where the “three strike” rule could apply to repeated events. In such cases, the rationale for permitting the Company to terminate on “three strikes” even if the specific event has been cured is to address those situations where there is a reoccurrence of the same or similar behaviour suggesting a pattern of conduct that has not been adequately addressed by the Biller. (Please see Exhibit D1, Tab 9, Schedule 1, pp. 20 and 21, paragraphs 46 and 47 and the Company’s response to Just Energy Interrogatory #11.9 at Exhibit I, Tab D11, Schedule 11.9.)

Witnesses: K. Lakatos-Hayward
S. McGill

Finally, should the Company give notice of early termination, the Biller would still be entitled to rely on the Transition Provisions in s. 8.9 such that Billing Services would not immediately cease but rather the Biller would have the benefit of the transition period.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #10

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[D1/9/1, App. 5, Section 1.1]

Please provide a comprehensive current list of the products and services that qualify as “Customer Services” that can be billed pursuant to the Agreement. Please also identify any DSM- or efficiency-related restrictions on any of the products and services that qualify.

RESPONSE

There are no DSM or efficiency requirements or restrictions on any listed products or services.

Appendix B Bill Type Codes

EGD Bill Type Code	English Bill Message	French Bill Message
1	Merchandise	Marchandise
2	Forced Air Furnace	Fourn. à air force
3	Space Heater	Chaufferette à gaz
4	Account Setup	Ouverture de compte
5	Comm. / Ind. Equipment	Equipment com./ind.
6	Range	Cuisiniere
7	Dishwasher	Lave-vaisselle
8	Dryer	Secheuse
9	Clothes Washer	Lessiveuse
10	Air Conditioning	Climatisation
11	Energy Audit	L'energie auditer
12	*Spare*	*Spare*
13	Water Heater	Chauffe-eau
14	Humidifier	Humidificateur
15	Refrigerator	Refrigerateur
16	Swimming Pool Heater	Chauffe-piscine
17	*Spare*	*Spare*

Witnesses: K. Lakatos-Hayward
 S. McGill

EGD Bill Type Code	English Bill Message	French Bill Message
18	Food Freezer	Congelateur
19	Bbq	Barbecue
20	Back Up Generator	Gen de secours
21	Fireplace	Foyer
22	Air Cleaner	Eclairage ornemental
23	*Spare*	*Spare*
24	Patio / Spa Heater	Chauffeur de patio
25	Chimney Liner Charge	Frais de doublage de cheminée
26	Ducting / Piping Charge	Frais de conduites/tuyauterie
27	Duct Cleaning	Nettoyage des conduites
28	*Spare*	*Spare*
29	*Spare*	*Spare*
30	Energy Eff. Products	Produits energie
31	*Spare*	*Spare*
32	Roof Replacement	Remplacement du toit
33	Kitchen Renovation	Reno - cuisine
34	Bathroom Renovation	Reno - salle de bain
35	*Spare*	*Spare*
36	Hydronic Htg Equip	Chauffage hydronique
37	*Spare*	*Spare*
38	*Spare*	*Spare*
39	Basement Renovation	Reno - sous sol
40	Water Conserv. Prod.	Prod-cons. de l'eau
41	Home Security System	Syst/Securite resid.
42	Home Improvements	Améliorations de résidence
43	*Spare*	*Spare*
44	Gas Boiler	Chaudiere à gaz
45	Window / Door	Fenetre/Porte
46	Attic Insulation	Isolation du grenier
47	*Spare*	*Spare*
48	*Spare*	*Spare*
49	*Spare*	*Spare*
50	Kitchen Appliances	Appareils de cuisine
51	Water Heater	Chauffe-eau
52	Water Heater	Chauffe-eau
53	Space Heater	Radiateur
54	Conversion Burner	Brûleur de conversion
55	*Spare*	*Spare*
56	Space Conditioner	Climatisation
57	Make-Up Air	Air d'appoint
58	*Spare*	*Spare*
59	Heat Exchanger	Echangeur de chaleur

Witnesses: K. Lakatos-Hayward
 S. McGill

EGD Bill Type Code	English Bill Message	French Bill Message
60	Furnace	Fournaise
61	Res Hvac	Rés. cvc
62	Comm Hvac	Comm. cvc
63	Fireplace	Foyer
64	Unit Heater	Radiateur
65	Air Conditioner	Climatisation
66	Balance Adjustment	ajustement de la balance
67	Commercial Water Heater	Chauffe-eau commercial
68	Commercial Conversion Burner	Brûleur de conv. commercial
69	Comm Space Heater	Radiateur commercial
70	Supplemental Equipment	Équipement supplémentaire
71	Comm Supplemental Equipment	Équipement supp. comm.
72	Commercial Space Conditioner	Modificateur d'espace comm.
73	Home Services	Services à domicile
74	Water Softner	Adoucisseur d'eau
75	Drinking Water System	Système d'Eau potable
76	Heating Protection Plan	Plan de protection-chauffage
77	Water Heater Protection Plan	Plan de protection-chauffe-eau
78	Rooftop Protection Plan	Plan de protection du toit
79	Make-Up Air Protection Plan	Plan de prot.-air d'appoint
80	Unit Heater Protection Plan	Plan de prot.-radiateurs
81	Plumb / Drains Protection Plan	Plan de prot.-plomberies
82	Appliance Protection Plan	Plan de prot.-appareils
83	Laundry Protection Plan	Plan de prot.-buanderie
84	Total Home Protection Plan	Plan de protection rés. total
85	Bill Payment Insurance	Assurance paiement de factures
86	Fireplace Protection Plan	Plan de protection du foyer
87	Boiler Protection Plan	Plan de protection chaudière
88	Cooling Plan	Plan-climatisation
89	Duct Cleaning Plan	Plan de nettoyage-conduites
90	Filter Protection Plan	Plan de protection du filtre
91	Carbon Offset	Compensation carbone
92	Customer Service	Service aux clients
93	Carbon Credit	Crédit de carbone
94	Inspection	Service general
95	Misc Products / Serv.	Autres
96	Service Visit Adjustment	Ajustement-visites de service
97	Service Visit	Visite de service
98	Miscellaneous	Divers
99	Refunded	Remboursé
100	Payment Protection Plan Prem	Prime-plan de prot.-paiements
101	Payment Prot. Plan Prem Adj	Aj.prime-plan prot.-paiements

Witnesses: K. Lakatos-Hayward
 S. McGill

EGD Bill Type Code	English Bill Message	French Bill Message
102	Payment Protection Plan Claim	Réclam.-plan prot.-paiements
103	Payment Prot. Plan Claim Adj	Aj.récl.-pan prot.-paiements
104	Plan Assistance Premium	Prime d'aide au plan
105	Plan Assistance Premium Adj	Ajust.-prime d'aide au plan
106	Heating Maintenance Plan	Plan d'entretien du chauffage
107	Cooling Maintenance Plan	Plan d'entretien-climatisation
108	Fireplace Maintenance Plan	Plan d'entretien du foyer
109	Total Home Plan	Plan résidentiel total
110	Protection Plan Adjustment	Ajust. au plan de protection
111	Warranty Parts Adjustment	Ajust.-pièces sous garantie
112	Extended Service Plan Adj	Ajust.-plan de service étendu
113	Appliance Plan Adjustment	Ajust.-plan des appareils
114	Rental Warranty Adjustment	Ajust.-garantie de location
115	Customer Service Sales Adj	Ajust.-ventes service-abonnés
116	Heating Protection Plan Adj	Ajust.-plan de prot.-chauffage
117	Cooling Protection Plan Adj	Ajust.-plan de prot.-clim.
118	Heating Maintenance Plan Adj	Ajust.-plan d'entr.-chauffage
119	Cooling Maintenance Plan Adj	Ajust.- plan d'entr.-clim.
120	Fireplace Maintenance Plan Adj	Ajust.-plan d'entretien foyer
121	Plumbing/Drain Plan Adj	Ajust.-plan de prot.-plomb.
122	Total Home Plan	Plan résidentiel total
123	Account Settlement Merchandise	Marchandise de solde de compte
124	Acct Settlement Protection Pln	Plan de prot.solde de compte
125	Account Settlement Rentals	Locations de solde de compte
126	Account Settlement Service	Service de solde de compte
127	Customer Relations Adjustment	Ajust.-relations abonnés
128	Rental Buyout	Achat d'appareil loué
129	Rental Removal	Retrait d'appareil loué
130	Rental Adjustment	Ajustement à la location
131	Comm. Heating Plan Adj	Ajust.plan de prot.-chauf.com.
132	Comm Water Heatr Plan Adj	Ajust. plan prot.-ch-eau.com.
133	Comm Rooftop Plan Adj	Ajust. plan de prot.-toit.com.
134	Comm Make-Up Air Plan Adj	Ajust. plan de prot.-air.com.
135	Comm Unit Heatr Air Plan Adj	Ajust. plan prot.-aeroth.com.
136	Comm. Protection Plan Adj	Ajust. plan de prot. com.
137	Comm Protection Maint Adj	Ajust. plan d'entretien. com.
138	Filter Protection Plan Adj.	Ajust. plan de prot.-filtres
139	Discount	Escompte

Witnesses: K. Lakatos-Hayward
 S. McGill

HVAC INTERROGATORY #11

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/1.3 and 20.10]

Please describe how the incidents of “questionable sales and contracting practices being perpetrated by some open bill service clients” were handled by Enbridge, and describe any involvement of any regulatory, law enforcement, or other government body.

RESPONSE

Please see the attached flowchart for how Enbridge responds to incidents of questionable sales and contracting practices. In addition, the Company has been in communication with the Ontario Ministry of Consumer Services. Further, from time to time, the Company has been contacted by the police in connection with allegations concerning the conduct of a Biller’s sales representative or fraud complaint. The Company considers these communications (and subsequent communications with the Billers in question) to be confidential as between the parties involved.

Witnesses: K. Lakatos-Hayward
S. McGill

Open Bill Access – Non-Disputes

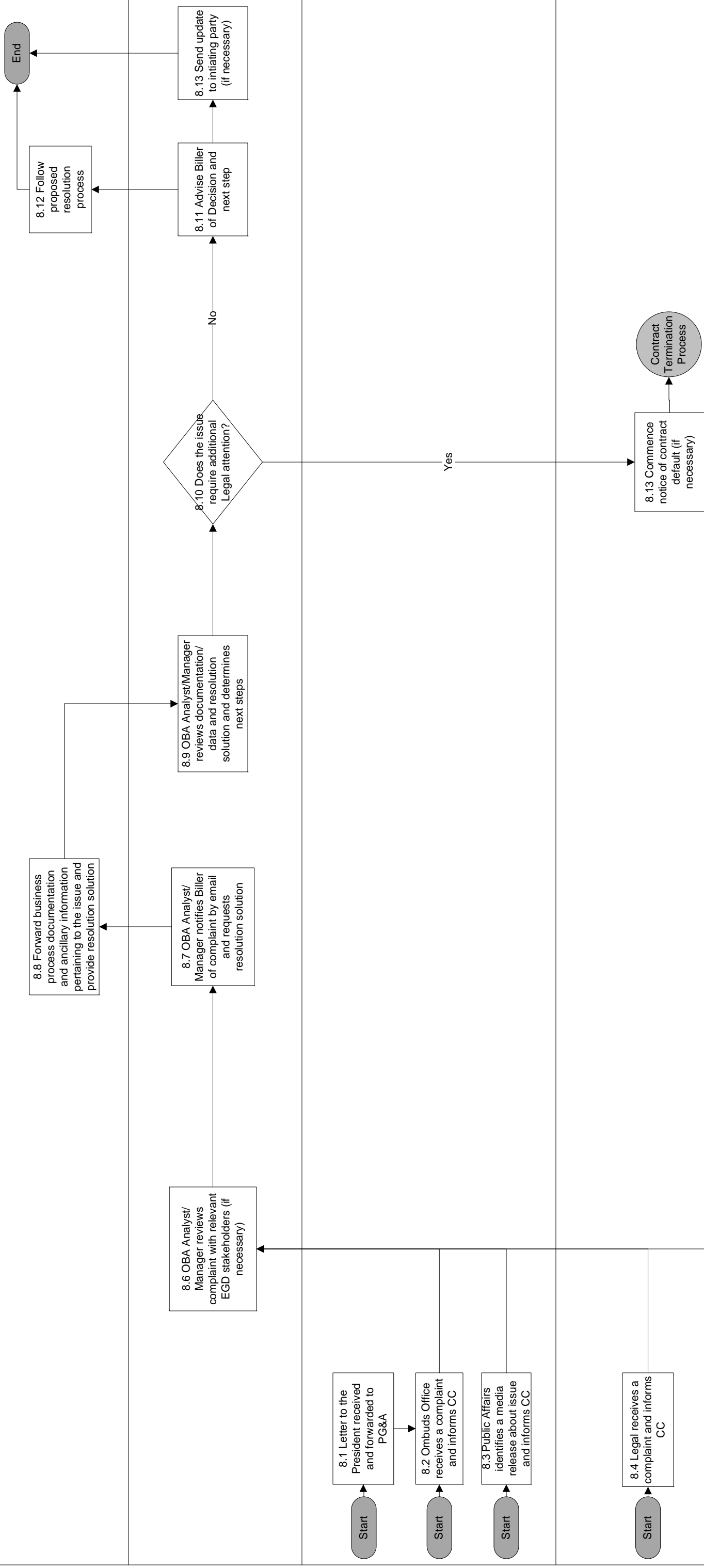
Billers

Customer Care

PG&A

Legal

Accenture



Legend: Start and end of process Activity using tool or system Activity Decision Document Control Explanation Process Name Preceding or subsequent process link

HVAC INTERROGATORY #12

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/1.5]

Please provide details on the impact of the problems that have been experienced on the Company's reputation and brand.

RESPONSE

The Company believes that the practices of some door-to-door sales agents employed by some Billers cause customer confusion, negatively impact customer's satisfaction with Enbridge and have a negative impact on Enbridge's brand and reputation. This is evidenced by significant media coverage as presented in the attached media articles.

Witnesses: K. Lakatos-Hayward
S. McGill

Beware of impostors at the door

Toronto Star

Mon Jul 25 2011 B1

Ellen Roseman

What if someone comes to your door, trying to sell you a new vacuum cleaner? Will you bite?

If you have a vacuum cleaner that works, you probably tell the salesman to move along and leave you alone.

Some door-to-door sellers have found a way to turn a "No" into a "Yes" by making you believe they're not selling anything at all. Here's how it works.

They come to your door wearing a uniform of some kind - such as hard hat, boots and reflective vest - and talking about working with the local gas or hydro company.

They have to make sure your rented water heater is safe and energy efficient. Can they do a quick inspection?

Once they're in your home, they can say the water heater must be replaced because it's dangerously unsafe. Or it's wasting energy, forcing up your utility bills.

You agree to a replacement because you think you're dealing with someone qualified to inspect water heaters, a licensed technician - not, heaven forbid, a door-to-door salesman.

This scam has gone on for a while. It tends to heat up in the summer months.

Complaints and inquiries about rental water heater agreements jumped into third place on the Ontario consumer ministry's Top 10 list last year - shooting ahead of motor vehicle purchases and sales.

(Complaints about collection agencies are still No. 1 in Ontario, followed by home renovations and repairs.)

Older seniors are especially susceptible to aggressive water heater pitches. Their adult children often ask me to sort out the bills.

Cheryl Charbonneau, for example, said her mother-in-law had replaced her rented water heater three times since 2009 after being told it was unsafe. The woman, in

her late 70s, didn't realize each new water heater came with a long-term contract. The salespeople hadn't told her and she hadn't read the agreements.

At one point, she was getting bills from three companies at the same time. One company told her she could lose her house if she didn't pay for 10 years, Charbonneau says.

Melanie Pineda, who contacted me last week, also had a disturbing story. She's a pregnant mother of three boys under 5.

"A salesperson came to my door, saying his company had been called in by **Enbridge Gas to inspect all the water heaters in our neighbourhood because they've had rust issues.**

"He came downstairs, found rust and told us we needed a replacement as soon as possible. Two days later, a shoddy installer came with a water heater and a young assistant.

"Now we're left with leaking, a big puddle and a water shutdown. We need water to drink and bathe with. We called for service and we're waiting."

The company fixed her water heater later the same day after she contacted the Better Business Bureau. It reduced her contract to five years (from 10), but wouldn't let her out of the deal despite the alleged misrepresentation.

Enpure Home Comfort, the company she dealt with, didn't respond to my email and phone inquiries. Its name came up again when a new homeowner told me about a rented water heater he'd inherited.

Rakesh Kumar Verma took possession of his home on June 7 after negotiating the sale in February. His agreement said the water heater was rented from Direct Energy.

Contemplating a renovation, he called Direct Energy to ask about venting and heard the rented tank was returned on June 2.

"The previous owner had signed with Enpure on May 27, since he thought he was dealing with **Enbridge**. He wasn't told that a contract was involved."

Verma is now locked into a 10-year contract unless he pays \$1,050 to cancel early. If he keeps it, he has to pay \$300 to change to a power-vented unit. And he can't get a copy of the agreement signed by the previous owner.

Beware of high-pressure tactics by impostors. Ask for photo ID with their name and company affiliation before listening to a word of their pitch.

Finally, call the Ontario consumer ministry with questions or complaints at 1-800-889-9768 or 416-326-8800.

Deception at the door strikes again
Toronto Star
Sat Oct 8 2011 B2
Ellen Roseman

Sheila Mauricette was at work when a door-to-door seller came to her home. Now she's being charged \$83 a month for services she didn't sign up for and doesn't want.

"My former tenant was in my home doing repairs. He went to the door and talked to someone who said he was doing a survey for **Enbridge."**

The seller was lying about his affiliation. He was representing both Summitt Energy and Active Energy, which offer similar services and whose charges are included on a customer's utility bills.

After his visit, Mauricette found she was billed for a Summitt Energy home maintenance plan (\$32.99) and carbon credit plan (\$14.99), plus an Active Energy home maintenance plan (\$19.99) and carbon credit plan (\$14.99).

She refuses to pay the charges and deducts them each month. But she's afraid of the repercussions of not paying her gas bill in full.

About 40 companies participate in **Enbridge's billing service. They rent water heaters, install and maintain furnaces, sell retail energy contracts and push environmental initiatives.**

Customers can ask for help in disputing third-party charges on their bills, says Debbie Boukydis, the customer ombud for **Enbridge Gas.**

****Enbridge** puts a 60-day hold on the charges waiting for them to be corrected. If they're not corrected by the third-party biller, **Enbridge** removes them after five more days.**

Mauricette said she's asked **Enbridge** to remove the charges for three months in a row. She's been told her gas could be disconnected.

"We never disconnect a customer's gas account unless it's a gas-related dispute," Boukydis told me.

Active Energy agreed to cancel the two plans and reverse all the charges.

"We'd received similar complaints about this salesperson representing more than one company while in the field, so we decided to terminate their employment with Active," spokesman Bill Daly said.

If fact, I checked my files and found four other cases of a door-to-door seller signing up people for the same services from both Active and Summit.

I had less luck with Summitt Energy, which agreed to cancel the plans but not to give a retroactive refund.

"The contracts were confirmed over the phone with Eugene Mauricette, who confirmed that he was the account holder's husband," said Tamara Sinson, compliance specialist with Summitt Energy in Mississauga.

When I asked Mauricette for more details, she said her former tenant, Eugene Kong, was installing a toilet in the apartment he used to rent.

Her husband, whose first name was Winston, died about five years ago.

Sinson refused to relent, even when I gave her a cellphone number for Kong, so she could double check.

"Mr. Eugene Mauricette states clearly on the recorded call that he is the husband of the account holder," she said.

"Summitt does not have any information to validate the customer's claim and in Summitt's opinion, a reimbursement is not warranted."

I think this is wrong. The company should disassociate itself from a seller who was representing a competing firm at the same time and selling duplicate services to customers.

Not to mention that the seller pretended to be with **Enbridge** in order to obtain a copy of the customer's gas bill, which showed the account number.

I think the Ontario Energy Board made a mistake in allowing access to Enbridge's bills to third-party companies. It gives them added credibility they don't deserve and extra clout in collecting on overdue payments.

My advice: Never show your gas bills or give your account number to anyone who claims to be from **Enbridge**, but can't produce valid ID. And make sure your guests don't do it either.

Ellen Roseman writes about personal finance and consumer issues. You can reach her at eroseman@thestar.ca.

Don't get burned by water deal
The Peterborough Examiner
Fri Jan 6 2012 A1
GALEN EAGLE

Connie DeLaire spent the holidays with a brand new hot water tank sitting on the porch of her south-end home.

The eyesore is a constant reminder to the King George St. resident about what to do next time a door-to-door salesman comes knocking on her door.

"Don't bother letting them in unless they have a full police escort," she said.

Currently, DeLaire is paying rentals on at least two hot water tanks and possibly a third after a LivClean Home Services salesman knocked on her door 10 days before Christmas.

In the midst of a busy day planning shopping and activities, DeLaire said she was interrupted by the impromptu visit.

The man identified himself as an Enbridge contractor and showed DeLaire, a Direct Energy customer, a tag displayed on his jacket, she said.

"He said he needed to get in and inspect my piping on my hot water tank," DeLaire said. "He said: 'If you don't let me in ... you will be liable.'"

DeLaire expressed her frustration with the inconvenient house call, but the man said notice was given to her in the summer and the inspection would only take 20 seconds, she said.

She relented and asked her husband Brad to deal with the salesman, who was brought downstairs to look at the water tank.

"He said our water tank was 10 years old and had to be replaced," she said.

The installation was scheduled for the next week. DeLaire said she was under the impression she would still be billed through her current provider Direct Energy. The salesmen did not inform her otherwise, she said.

But on the day of the installation, DeLaire came home from work to find that her husband, who she admits pays little attention to paperwork, had signed a new contract

with LivClean. They would now be billed \$25.95 for the new tank, a monthly rate \$2 higher than her current rate and subject to increases.

"I was just so frustrated. It was insane," she said.

She complained and LivClean agreed to come remove the tank on Christmas Eve, she said, while Direct Energy agreed to come and install a replacement.

Direct Energy showed up and replaced the tank but LivClean was a no show, she said.

Direct Energy said it would continue to bill DeLaire for the new tank and the original tank that was removed until she could provide paperwork proving Liv- Clean had removed the tank, DeLaire said.

LivClean has so far refused to give her that paper work and DeLaire has responded by refusing to allow the company to pick up its water tank, she said.

That's why the water tank is currently sitting on her porch. DeLaire said she doesn't know whether she will be charged for that tank too.

The company has threatened legal action, she said, and the matter is currently at a standoff.

The Examiner made many attempts to contact LivClean for comment but could not get through to a person at head office. Multiple messages went unreturned.

"I'm just absolutely appalled that people can get away with this," DeLaire said.

DeLaire is among thousands of Ontarians who have been impacted by this, often resulting in longer and more costly water heater contracts.

Allegations of aggressive, misrepresentation by door-to-door energy salesmen are not new.

The Ministry of Consumer Services has fielded 4,481 calls about water heater rental issues including 779 written complaints and 3,702 verbal inquiries since January 2010.

Matters raised in complaints included allegations of misrepresentation, issues related to cancellation, billing disputes, conduct, quality of service and questions about the reputation of companies.

LivClean, a Mississauga based company, has made it onto the ministry's Consumer Beware List four times based on allegations of misrepresentation, poor conduct, contract and billing disputes.

Enbridge spokeswoman Chris Meyer said homeowners need to be careful when approached at their door.

"If a customer has any doubt about a person who claims to represent **Enbridge**, they should call us before allowing the individual to enter their home," she said. "We deliver natural gas to customers but we don't sell, rent or service natural gas appliances including water heaters."

In 2010, energy suppliers Direct Energy and Reliance began running cautionary ad campaigns to warn customers of tricky sales tactics designed to switch customers from one company to another.

"I would certainly urge customers to ask as many questions as possible ... so that they know exactly what they are purchasing," said Direct Energy spokeswoman Lisa Frizzell. "We don't do door-to-door sales. We don't show up without an appointment."

The Consumers' Waterheater Income Fund, a Direct Energy affiliate, had a social media blitz on Facebook and YouTube called Ignore the Door in 2010 as well.

But based on the slew of complaints that continue to flood into the Ministry of Consumer Services, it appears the cautionary message has had little effect.

It's up to consumers to be more diligent at their doorsteps, the ministry advises.

That's a lesson, and a costly one, DeLaire will not soon forget.

"Our society has come down to we can't trust a soul," she said.

Know your rights

Ontario's Consumer Protection Act protects people who rent water heaters.

* You have a right to cancel your door to door water heater rental agreement for any reason within 10 days of receiving your written copy of the agreement. There is no charge for cancelling during this cooling off period unless the company has already installed the water heater at your request. In this case, they may charge you a reasonable amount for the cost of removing it.

* You have up to a year to cancel if the agreement does not meet certain requirements. For example, the agreement must disclose key information you need to know such as all costs and inform you about your rights.

Tips for staying out of hot water at your front door

* Ask for identification: Don't even let the salesperson start the pitch until you've seen a photo ID. Get the name of the business and the name of the salesperson -or close the door. Never give out personal or financial information, including your credit card or bank account number, unless you know the selling company's reputation.

* Get it in writing: Ask about the rental fees, installation, repair and extra service charges and promises, such as warranties -and insist on getting these details in writing. Demand to keep a copy of any written material that the salesperson shows you.

* Don't sign on the spot: If the salesperson pressures you to sign on the spot, don't. Shut the door, or insist you need more time to read and understand the agreement, including the fine print. Ask yourself if you really need the product or service right now.

* Check before you buy: You should also know that when you buy a home, you may be taking on the responsibility for an existing water heater agreement that comes with the home. Ask the homeowner, your real estate agent or your lawyer for more information before you buy.

* Don't feel embarrassed about protecting yourself: If you feel threatened in any way, ask the seller to leave.

* Know the terms of the water heater rental agreement before you sign: How long does the agreement last? Will the business try to renew the agreement automatically without your prior consent? Are there any costs other than monthly rental? If you change your mind and want to get out of the agreement, what extra costs might you face?

Source: Ministry of Consumer Services

The costly downside of going green: Man puzzled by \$20 'carbon offset fee' found on gas bill

Ottawa Citizen

Sun Feb 12 2012 B1

Hugh Adami

Jeffrey Pelletier says he's "all for preserving the planet." But, he adds, "not over my wallet."

Pelletier, who receives a small disability pension because he has Parkinson's disease, didn't know what to think when he came across a \$19.99 "carbon offset fee" on his Enbridge gas bill last month.

The 48-year-old eventually discovered the extra charge was from Active Energy, a natural gas retailer that also pushes a "green program."

For \$19.99 a month, plus HST, Active Energy will invest that money - minus its profit margin, of course - into programs (i.e. tree planting) that work to decrease carbon monoxide emissions from hydro use, or into renewable energy projects (i.e. wind power, geothermal heat). In theory, those who sign up are having the electrical part of their own carbon footprint wiped clean. Pretty dippy stuff, says Pelletier. "I don't believe in all that nonsense."

But he just couldn't tell Active to buzz off. Active informed him of a five-year contract he supposedly had signed and initialled on Nov. 25. Total cost to clean up those pesky carbon footprints: \$1,199.40, plus \$156 GST. Active emailed him a copy of the contract.

Pelletier quickly noticed the signature and initials on the contract were not his.

The contract was also signed "David Pelletier." David is his first name, but Jeffrey, his second name, wasn't used. He says he always signs his name "DJ Pelletier." When he uses his initials, he signs "DJP." "DP" was on the contract.

Consumers across Ontario have fallen victim to similar practices when commission paid marketers for energy companies appear at the door, trying to get them to switch their natural gas, electricity or water-heater suppliers.

There were other discrepancies in Pelletier's "contract." The phone number on the form wasn't even close to his, and his Meadowlands Drive East home was listed as being in Nepean, when it's always been in Ottawa, even before amalgamation.

He remembers two people at his door last fall, trying to sell him something, but he told them to go away. After being duped some time ago into signing a contract that was supposed to lower his natural gas costs over the long run, Pelletier says he gives door-to-door salespeople the boot.

Active wanted proof the signatures and initials were forgeries. He was asked to email its Toronto-area office a document with his signature. "Oh yeah, like I was going to do that after this happened," says Pelletier.

Pelletier is steamed with Enbridge, too. He says it gave him the brush-off when he tried to enlist its help to get Active to cancel the contract. Enbridge's position is that it is not responsible for any products or services it buys from other companies that use its billing service.

Like other natural gas retailers, Active targets Enbridge customers as it is the only natural gas distributor in Eastern Ontario, and pays Enbridge billing to collect on its behalf.

Pelletier is not happy with Ottawa police, either, who told them they couldn't do anything. They suggested he call Enbridge. "Forgery was a crime the last time I checked," says Pelletier.

He spoke to a lawyer to whom he was referred by the Law Society of Upper Canada. The lawyer wasn't much help.

"Everyone is referring me to somebody else, but I have a contract with a forged signature ... who knows how many other people they're doing it to, and nobody seems to want to do a bloody thing to help me."

The Ontario Ministry of Consumer Services says complaints can be made by calling 1-800-889-9768 or online at www.ontario.ca/consumer services. But evidently, complaints only go so far. The con artists haven't stopped trolling neighbourhoods for their respective companies. The Citizen gets as many calls from readers now as it did when these scams started becoming an issue across the province about five years ago.

Ottawa resident Peter Garvey emailed the paper Wednesday. He says marketers from two companies were at his door within the last two weeks. One was with Summitt Home Services, who claimed his company was working for Direct Energy, from which Garvey rents his water heater. Direct Energy apparently wanted all water heaters in the area checked.

Garvey says he was told he needed a new one, and a contract was drawn up, which would have added \$3 plus tax to his monthly bill. He was then asked by the canvasser to speak to a representative at Summitt's head office. When Garvey asked if Summitt was doing the work for Direct Energy, he was told it was not. The marketer left empty-handed.

Last Tuesday, a marketer for National Home Services told Garvey that the Ontario government had contracted the company to check residential water heaters for Energy Star efficiency ratings. Suspicious, Garvey asked to see a letter which gave National that authority. Garvey told him to leave when he couldn't produce it.

Meanwhile, after Charlie Zilvytis, Active Energy's operations manager, was contacted Thursday by The Public Citizen, he promised to look into Pelletier's complaint immediately.

The company website says it has a code of conduct that must be followed by all marketers, and all undergo training. Unfortunately, says Zilvytis, the marketers are on the street and can't be policed by the company. So it relies on the public to complain to it if anyone feels cheated or mistreated. The numbers are 1-866-628-9427 or 1-416-238-5540.

Within a few hours of contacting Zilvytis, Active Energy left a voice message on Pelletier's phone, telling him his contract had been cancelled, and that his Enbridge account would be credited \$45 for his troubles. Zilvytis also told me the company would be following up with the marketer who dealt with Pelletier "to see what can be done at the other end."

Pelletier wasn't impressed with the credit. "\$45 is kind of light," says Pelletier, considering Active thought it had him on the hook for \$1,200 and taxes.

Is something bothering you? Please contact thepubliccitizen@ottawacitizen.com.

Don't get burned by tank deals
The Peterborough Examiner
Thu Apr 5 2012 A3
SARAH DEETH

The appearance of aggressive energy salesmen has one Carson Court resident concerned that unwitting residents are going to get roped into hot water contacts.

Bob Ferguson was at his home Tuesday when a young man came knocking.

He was tall, wiry, talked fast and had an answer for every-thing, Ferguson said.

Opening the door, Ferguson asked him if he was going to try to sell him a new water heater.

The man said no, Ferguson said, but said **he was there to make sure he had a blue environmental tag on his heater.**

Thinking the man was from Direct Energy, the company he deals with, Ferguson let him in. The man looked at his tank and, sure enough, said he was missing a blue sticker.

But it was OK. He could get him a new heater with the sticker on it.

He then handed him a paper to sign. Ferguson's guard went up.

"I wanted time to take a look at it," he said, adding that he asked the man to leave.

Selling energy contracts door-t o-door isn't illegal. But Enbridge Distribution has issued a "buyer beware" warning.

Anyone asked to sign a document handed to them by someone who shows up unannounced should take a long, hard look at it first.

After doing a little research online and calling Direct Energy, Ferguson realized the man wasn't who he thought he was.

He also realized he could have ended up with a five-year contract for a new water heater had he signed the papers in the man's hands.

NOTE: Since August 2010 the Ontario Energy Board has issued notices to 12 companies that sell electricity and/or natural gas contracts, notifying the companies that the board intends to issue enforcement orders after allegations of non-compliance with the Energy Consumer Protection Act. Ten of those companies sent the board assurances of voluntary compliance. One company, Summitt Energy, has requested a hearing on the matter.

- - -

Buyer beware

Tips from the Ontario Energy Board:

- * Know who you're dealing with: A salesperson must provide a business card that includes their name, address, phone number and Ontario Energy Board licence number of the company they represent. The salesperson must also have a valid identification badge with the same criteria.
- * You are under no obligation to show a copy of your energy bill to a salesperson: Treat the information on that bill with the same confidentiality you would for your credit card bill. If you do sign a contract the salesperson will need to see a copy of the bill to get your utility account number in order to process the contract.
- * Know your rights: An electricity retailer offering you a contract must also provide you with a disclosure statement approved by the Ontario Energy Board, which contains information about energy contracts.
- * Compare prices: Contracts don't come with a guarantee of savings.
- * Make sure you understand the contract before agreeing to it: This includes the price, exit conditions, cancellation fees and renewal options. Read the fine print and understand everything you're committing to. Check with your utility to see if you're still eligible for your utility's equal payment plan if you enter into a contract with an electricity retailer.
- * The choice is yours: Don't feel rushed or pressured into making a decision.
- * Keep a paper trail: This includes all correspondence with electricity retailers and gas marketers.

Door-to-door energy sellers can mislead you: Consumer Services Ministry receives thousands of queries, complaints every year

Toronto Star

Sat May 26 2012 B1

Ellen Roseman

There's someone at your door, clipboard in hand, wanting to inspect your water heater or furnace to see if it's safe and energy efficient.

Do you let the person into your home? Or do you ask for identification and call the employer to double check?

My advice: Don't open your basement to people who want to inspect your appliances without finding out which company they represent.

The door knockers, who spread like weeds in warm weather, often suggest they work for a local utility. Most are independent salespeople.

They are paid by commission to replace your water heater or furnace and usually get you to sign a long-term rental contract (usually 10 to 15 years).

On May 24, Toronto Police laid seven charges of attempted fraud against two men who had approached homes claiming to work for **Enbridge Gas**.

"They advised the homeowners that there was a problem with their water heater or furnace and coerced them into replacing the appliance and to sign a contract with MorEnergy," said a news release.

"On at least one occasion, a confrontation ensued and two victims were assaulted. ... Police believe there are more victims."

The Ontario Consumer Services Ministry received almost 4,000 inquiries and complaints about water heater rentals from Jan. 1, 2011, until now.

The ministry's Consumer Beware list contains complaints about several water heater rental firms, such as MorEnergy, Ensource, LivClean, Ontario Energy Group, Tank Busters and Tankless City.

As the Star's consumer advocate, I often hear about misleading energy sales. Active Energy agents, for example, promised to help reduce some people's gas bills and put through extra charges instead.

Po-Ling Chiu

"Two people came to my door, claiming they were from **Enbridge**, with IDs, badges and logos. They said they'd call **Enbridge** to get me a refund. A month later, I found two new Active Energy charges, a whopping \$44.98 plus tax, for a carbon offset plan and cooling maintenance plan."

Gloria Natividad

"An agent came to my door and said my **Enbridge** bill would go down \$18.70 a month. I later found I was paying \$44.98 for a carbon offset and heating maintenance plan. I'm on maternity leave and can't afford a \$500 cancellation fee to get out of the contract."

Honglei Meng

"My friend Jan, an immigrant from China, had an agent come to her door, claiming he was from **Enbridge** and could cut her bill. She had to pay \$52.98 in extra charges for a carbon offset and total home plan - or pay \$540 to cancel her five-year contract."

Active Energy reviewed the half dozen complaints I sent about these add-on charges and cancelled them without a penalty.

So, what is a carbon offset plan? Door to door sellers tell you it pays for green energy. But instead of paying for your own green energy, you're contributing to a company's pet projects and getting nothing in return.

Maria Torres had a run-in with Summitt Energy, whose agent came to her door and persuaded her to replace her hot water tank.

She cancelled during the 10-day cooling-off period, but didn't mention cancelling the carbon-offset and home-protection plans that were added to the contract, said Summitt's compliance head, Tamara Sinson.

After reviewing the phone recordings at my request, Sinson agreed to cancel only the carbon offset program as a customer service gesture, but not the home protection plan.

If you don't like dealing with door-to-door sellers, post a sign. If you do deal with them, check the paperwork and ask questions to avoid any nasty surprises that may be lurking there.

Ellen Roseman writes about personal finance and consumer issues.

Forgery not acceptable as a sales pitch

Ottawa Citizen

Sun Jun 3 2012 B1

Hugh Adami

Police, the province and natural gas distributor **Enbridge should get off their butts now that Jeffrey Pelletier's signature has been forged a second time on those notorious energy company contracts.**

He got the runaround the first time after his forged signature and initials appeared on a contract with Active Energy. The natural gas retailer thought it had Pelletier signed up to a five-year "carbon offset" or "green" program. Now, the forgeries appear on a five-year contract for a similar program with Summitt Home Services.

For \$19.99 a month plus HST, paid through their **Enbridge** accounts, subscribers can sleep easier knowing their money is being spent to remove their carbon footprints. The money is apparently invested into programs (i.e. tree planting) that work to decrease carbon-monoxide emissions from hydro use, or into renewable energy projects (i.e. wind power, geothermal heat).

Nice idea if one wants to spend \$1,199.40 plus \$156 HST over five years. But Pelletier didn't and shoed away a couple of door-to-door agents who showed up at his home last fall.

When he received his **Enbridge** bill last February, Pelletier discovered the charge from Active Energy. He called Active, but was told he had signed a contract. Pelletier asked to see the contract and quickly determined the signature and initials were fake. The contract was signed "David Pelletier." David is his first name; Jeffrey is his second name. But he says he always signs "DJ Pelletier." When it comes to his initials, he signs "DJP." "DP" was on the contract. And his phone number on the contract was way off the mark.

Active wouldn't take his word and demanded proof the signatures and initials were forgeries. But Active backed down and cancelled the contract after the Public Citizen contacted the company. It also credited his **Enbridge** account \$45 for his troubles.

Many consumers across Ontario have fallen prey to unscrupulous door-to-door salespeople who ask them to switch their natural gas, electricity or water-heater suppliers.

Some salespeople, who are paid on commission, use high-pressure tactics, often misrepresent what they are selling and even trick consumers into signing.

Forgeries can be a last resort if nothing else works. Salespeople usually have the names of **Enbridge** customers they're calling on.

Though the issue with Active was resolved, Pelletier was stunned that Ottawa police were not interested in investigating. A report was taken, but Pelletier says police suggested he call **Enbridge** instead.

"Forgery was a crime the last time I checked," said Pelletier last February.

For its part, **Enbridge** washed its hands, saying it was not responsible for any products or services its customers buy from other companies that use its billing service.

The Ontario Energy Board says it investigates forged contracts for energy contracts, but not for carbon offset or green programs. It suggests complaints be made to the Ministry of Consumer Services.

So who is Pelletier supposed to turn to after his forged signature and initials appeared on another contract for a green program, this one marketed by Summitt?

The company has had its problems with the energy board over its sales tactics.

Pelletier got the latest surprise about a month ago when he opened his **Enbridge** bill and found a Summitt green charge of \$19.99 plus HST.

He contacted Summitt but the company said there was little it could do as it had a signed contract from him. He could pay to break the contract, but that would cost him several hundred dollars.

Pelletier told Summitt he had gone through the same rigmarole a few months earlier with Active Energy, and that all it could possibly have in its records was a forged contract. He explained how he signs his name and initials. That seemed to work. He says the Summitt representative agreed to rip up the contract and told him to disregard the charge.

However, when he received his latest **Enbridge** invoice a few days ago, there were two "green" charges of \$19.99, including a 33-cent penalty for missing last month's payment. He called Summitt, which emailed him a copy of the contract dated last Jan.

6, just before his troubles with Active Energy began. He confirmed they were forgeries. Though the name of Summitt salesman Justin O'Brien is on the contract, Pelletier does not remember anyone from the company showing up at his Meadowlands Drive home.

He called Enbridge, which this time promised to look into the matter after he told the company he had called this newspaper. Police now say he should complain to the Ministry of Consumer Services, not Enbridge as he was told the last time.

Police say they will take his report and possibly investigate. The province? The Ministry of Consumer Services will take complaints at 1-800-889-9768 or online at [www.ontario.ca/consumer services](http://www.ontario.ca/consumer%20services). But it also recommends that police be contacted as "forgery of an individual's signature on a contract or any other document is an offence under the Criminal Code of Canada."

Summitt spokesman Tyler Shannon directed me Thursday to Gerry Haggarty, the company's chief executive. Shannon suggested I contact Haggarty by email, which I did immediately with a number of questions. Haggarty still hadn't responded by late Friday afternoon.

Is something bothering you? Please contact: thepubliccitizen@ottawacitizen.com

HVAC INTERROGATORY #13

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/11.9(a)]

Please advise whether the Company's discretion not to apply the "three strikes" rule would be limited to situations "to enable the implementation of an effective and lasting cure..", or whether the Company would have full discretion not to apply the rule in any situation in which the Company feels that would be appropriate.

RESPONSE

It is the Company's intention to have full discretion as to when the rule will be applied. This is necessary in order to provide sufficient flexibility to address the numerous situations and sets of circumstances. Enbridge will act reasonably and in good faith in exercising its discretion in determining under what circumstances the application of this rule would apply.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #14

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/20.1]

Please update the table provided to add three new columns beside each biller #, i.e.:

- a. Number of "changeouts" (that is, situations where an existing customer gets new equipment from the same biller) in the last twelve months,
- b. Number of new customers in the last twelve months, and
- c. Total dollars billed in the last twelve months.

RESPONSE

The Company declines to respond to this question as it pertains to commercially sensitive information of its Open Bill Clients.

In any event, with respect to point a, the Company does not record this information and is unable to report it.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #15

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/20.2, Attachment, p. 4]

Please advise what steps Enbridge is taking, or plans to take, to change the erroneous public perception that “A non-Enbridge energy service provider who can add their charges to my Enbridge bill is more trustworthy than those that do not.”

RESPONSE

From time to time the Company educates its customers on the relationship Enbridge has with its billing services clients. Please see attached copies of bill inserts and website references associated with door-to-door sales and third party billing that we issued in the last two to four years.

Witnesses: K. Lakatos-Hayward
S. McGill



When Enbridge Gas Distribution employees and contractors visit your home, they carry visible Enbridge photo identification (ID) cards. Enbridge representatives doing work at your home will never ask to see your bill or request your account information.



To learn more about when Enbridge will be at your door, visit www.enbridgegas.com/atydoor

Enbridge Does **Not** Conduct Door to Door Sales.

However many different energy-service providers do.

What You Need to Know

If you open your door and are greeted by someone selling a product, service or natural gas supply contract, remember:

- **Ask what company the person represents.**

The salesperson should not be using the Enbridge logo to say or imply that they represent or are affiliated with Enbridge in any way. A clipboard, Enbridge bill, or any clothing with an Enbridge logo should not be taken as proof that they're representing Enbridge.

- **Always ask for photo identification.**
- **Keep a copy of any material the person shows you.**
Write down the salesperson's name, phone number and company name especially if you purchase a product or service.

Be wary of high pressure sales tactics. Don't feel pressured by door to door salespeople. Have them leave some information with you so you can review on your own time and make an informed decision.

Be cautious about showing your Enbridge bill to salespeople. It contains personal information and may be used for fraud.



**Products and services
sold at your door are
not mandatory.**

If a door to door salesperson asserts that a replacement product is needed, get additional expert opinions and estimates.

Know your rights!

The Ontario Ministry of Consumer Services has a goal of promoting a fair, safe and informed marketplace – one in which your rights as a consumer are protected.

To learn about your rights under the Ontario Consumer Protection Act, 2002 visit the Ontario Ministry of Consumer Services at www.ontario.ca/consumerservices



Enbridge Does **Not** Conduct Door to Door Sales

If you open your door and are greeted by someone selling a product, service or natural gas supply contract, remember:

- Ask what company the person represents. A clipboard, Enbridge bill, or any clothing with an Enbridge logo does not mean that they're representing Enbridge.
- Always ask for photo identification.
- Keep a copy of any material the person shows you. Write down the salesperson's name, phone number and company name especially if you purchase a product or service.
- Be cautious about showing your Enbridge bill to salespeople. It contains personal information and may be used for fraud.

When Enbridge Gas Distribution employees and contractors visit your home, they carry visible Enbridge photo identification (ID) cards.



Have Questions? Call your service provider

If you have entered into a contract with a company participating in the Enbridge Billing Service and have questions about the product or service, or related charges, please contact your service provider directly.

The service provider's name and phone number will be included on the "Charges From Other Companies" page of your bill.

If after speaking to your service provider, you still have concerns about a particular charge, you may contact Enbridge at 1-877-362-7434 (1-877-Enbridge).



For more information on Charges from Other Companies, please visit: enbridgegas.com/othercompanies



While online, switch to paperless billing at: enbridgegas.com/myenbridge



Understanding Charges From Other Companies On Your Enbridge Bill



About the Enbridge Billing Service

- Enbridge's primary role in the Ontario energy market is the safe and reliable delivery of natural gas.
- The companies participating in the Enbridge Billing Service are not owned by or affiliated with Enbridge.
- Enbridge does not recommend, endorse or guarantee the products or services offered by companies participating in the Enbridge Billing Service.

Charges From Other Companies

The Enbridge Billing Service allows other energy companies to include their charges on the Enbridge bill. If you agree to purchase a product or service from a participating company, the charges would appear in the section called "Charges From Other Companies" on your Enbridge bill.

Participating Companies

The Enbridge Billing Service is open to many different energy-service providers. Current participants offer services such as:

- The sale, service or rental of water heaters;
- Service, maintenance and sales of natural gas appliances;
- Home improvements that help reduce energy use;
- Environmental initiatives, such as carbon offsets; and,
- Financing contracts for energy related products or services.

Enbridge does not provide any of these services.

For a list of companies participating in the Enbridge Billing Service, visit enbridgegas.com/othercompanies

Value and Convenience

The fees paid by other companies participating in the Enbridge Billing Service help us keep our costs for delivering your gas fair and reasonable and you also benefit from the convenience of paying one bill.

Providing Consent On Your Account

Providing consent to any individual allows that individual to have full access to your account.

Someone with consent has the same rights and privileges as you, the account holder. This includes obtaining account balances and making changes.

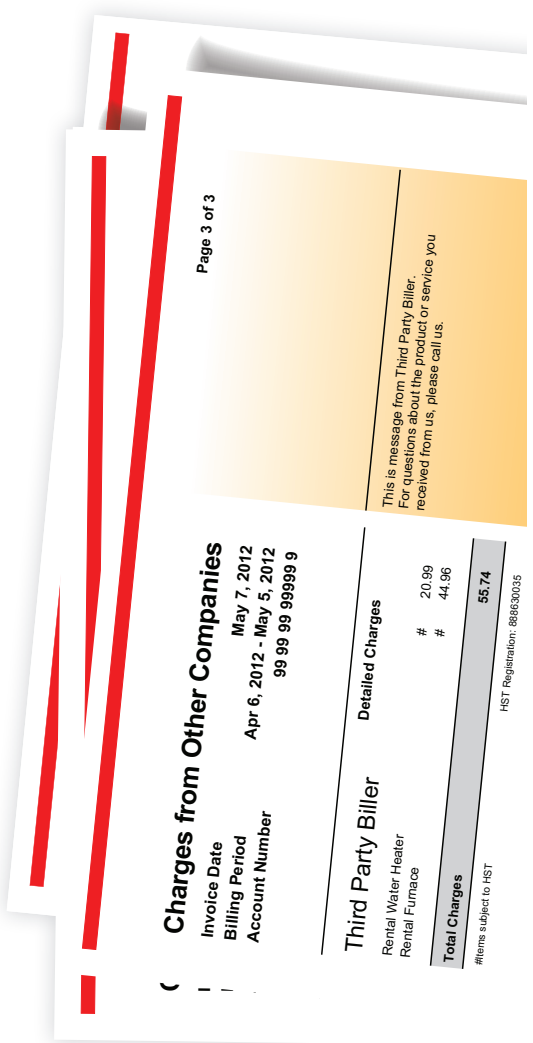
You should only grant consent to a family member or trusted friend, and never to a representative of a Third Party Biller.

Know Your Rights!

The Ontario Ministry of Consumer Services has a goal of promoting a fair, safe and informed marketplace – one in which your rights as a consumer are protected.

To learn more about your rights under the Ontario Consumer Protection Act, 2002 visit the Ontario Ministry of Consumer Services at www.ontario.ca/consumerservices

Please note: If you buy your natural gas supply from a licensed energy broker, those charges are included in the "Charges For Gas" section of your Enbridge bill.



Know Who is at Your Door

Many different energy-service providers may come to your door to either offer services or conduct sales.

Why Enbridge May Visit

Enbridge Gas Distribution employees or contractors may visit your home for the following reasons:

- Read, exchange or relocate your gas meter
- Complete construction work on our gas pipelines
- Provide free energy-saving tools such as faucet aerators, fluorescent light bulbs and low flow energy-efficient showerheads*

* The showerhead must be installed by the installer/contractor.

What Enbridge Doesn't Do

Enbridge Gas Distribution does not provide the following services and does not have any other companies doing this on our behalf:

- Sell, rent or service water heaters
- Sell, rent, install or service natural gas furnaces, stoves, fireplaces, pool heaters, barbecues or other appliances
- Sell environmental initiatives such as carbon credits
- Finance contracts for energy services
- Sell retail energy contracts



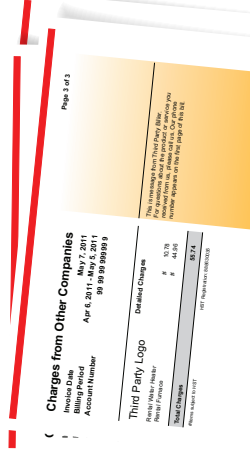
Have Questions?

Call your service provider

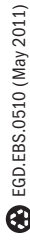
If you have entered into a contract with a company participating in the Enbridge Billing Service and have questions about the product or service, or related charges, please contact your service provider directly.

The service provider's name and phone number will be included on the first page of your Enbridge Gas Distribution bill.

If after speaking to your service provider, you still have concerns about a particular charge, you may contact Enbridge at 1-877-362-7434 (1-877-Enbridge).



For more information on Charges From Other Companies, please visit enbridgegas.com/othercompanies



EGD.EBS.0510 (May 2011)



Charges From Other Companies On Your Enbridge Bill



Filed: 2012-09-18
EB-2011-0354
Exhibit I
Issue D11
Schedule 24.15
Attachment 3
Page 1 of 2

Receive your bill
Make one monthly payment

Charges From Other Companies

The Enbridge Billing Service allows other energy companies to include their charges on the Enbridge Bill. If you agree to purchase a product or service from a participating company the charges would appear on your Enbridge bill in the section called "Charges From Other Companies".

Enbridge Billing Service adds value

Enbridge Gas Distribution works hard to keep our costs for delivering your gas fair and reasonable. The fees paid by other companies participating in the Enbridge Billing Service help us do that. It also helps make paying bills more convenient for you. You get one bill and make one monthly payment to Enbridge Gas Distribution.

Choosing your service providers

Ontario has a competitive energy services market. While we provide the Enbridge Billing Service, Enbridge does not recommend or endorse any specific service provider or their offers. Participating companies are not owned by or affiliated with Enbridge and do not perform work on our behalf. When choosing a service provider, make sure you do your homework first. On our website you will find some examples of questions you may consider asking.

Protect your billing information

It is important that you protect your Enbridge account number. Do not provide it to anyone at your door until you decide to enter into a service contract. After deciding to enter into an agreement with an Enbridge Billing Service participant, you may be asked to provide your Enbridge account number for billing purposes.

Participating companies

The Enbridge Billing Service is open to many different energy-service providers.

Current participants offer services such as:

- The sale, service or rental of water heaters;
- Service, maintenance and sales of natural gas furnaces, stoves, fireplaces, pool heaters, barbecues and other appliances;
- Home improvements that help reduce energy use;
- Environmental initiatives, such as carbon credits; and,
- Financing contracts for energy services.

For a list of companies participating in the Enbridge Billing Service, visit enbridgegas.com/othercompanies

Please note: If you buy your natural gas supply from a licensed energy broker, those charges are included in the "Charges For Gas" section of your Enbridge bill.



Home Visit Safety

All Enbridge representatives carry Enbridge photo identification (ID) cards.

- If someone comes to your door indicating they are there to provide services on behalf of Enbridge, please ask to see their Enbridge ID.
- An Enbridge representative doing work at your home will never ask to see your bill or request your account information.

If a person claims to be an Enbridge representative but cannot produce valid ID.

- Do not allow them into your home.
- Do not provide any natural gas billing information.
- Do not sign any document presented to you.

You can also call us for more information at 1-877-362-7434. An easy way to remember our number is 1-877-Enbridge.

To report the smell of gas or any other natural gas emergencies, call us 24 hours a day, 7 days a week at 1-866-763-5427 (1-866-SMELGAS)

HVAC INTERROGATORY #16

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/20.6]

Please confirm that, if the Board approves the Open Bill Access Proposal, and if the Company fails to bring forward in a timely fashion a new proposal for the period after 2013, the program will terminate and after 2013 no third parties will be permitted to bill their customers on the Enbridge bill.

RESPONSE

The Company will bring forward its proposals with respect to the Open Bill Program beyond 2013 as part of a rates application, or as a stand-alone application to the Board. In the event the Company determines that it will terminate the program, the program will be terminated in accordance with the terms and conditions of the Open Bill Agreement, which includes provision of termination transition services. Board approval would be required for the program to operate in wind-down mode beyond 2013.

Witnesses: K. Lakatos-Hayward
S. McGill

HVAC INTERROGATORY #17

INTERROGATORY

D - Operating Costs

Issue 11: Is the proposal for the Open Bill Access Program appropriate?

[Ex. I/D11/20.7]

Please confirm that the proposed prepayment of \$7500 would prepay all fees payable to the Company for more than a year for any of the twenty smallest billers, and in the case of each of the 15 smallest billers would prepay the fees payable to the Company for more than ten years. Please confirm that the intention with this prepayment amount is to discourage smaller contractors or other potential billers from using the Open Bill service.

RESPONSE

A prepayment of \$7,500 would require a Biller to have its charges appear on approximately 8,000 shared bills or approximately 3,500 standalone bills in order to fully absorb the prepayment amount. The Company does not agree that its intention with respect to the prepayment is to discourage smaller billers from using the service. Rather, the prepayment is intended to cover the fixed costs associated with establishing third party billing services for a biller. For example, there are currently ten billers that have entered into Billing Services Agreements that have yet to have any of their charges appear on the Company's bill.

Witnesses: K. Lakatos-Hayward
S. McGill