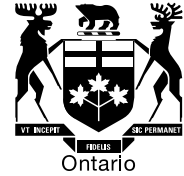


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**BY EMAIL AND WEB POSTING**

**OCTOBER 5, 2015**

**NOTICE OF PROPOSAL TO AMEND A CODE AND TO AMEND A RULE**

**PROPOSED AMENDMENTS TO THE ELECTRICITY RETAILER CODE OF CONDUCT,  
THE CODE OF CONDUCT FOR GAS MARKETERS, THE RETAIL SETTLEMENT CODE  
AND THE GAS DISTRIBUTION ACCESS RULE**

**OEB FILE NO.: EB-2015-0268**

**To: All Licensed Electricity Retailers  
All Licensed Gas Marketers  
All Licensed Electricity Distributors  
All Natural Gas Distributors  
All Participants in EB-2014-0158 (Consultation on the Effectiveness of Part II of  
the *Energy Consumer Protection Act, 2010*)  
All Other Interested Parties**

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The Ontario Energy Board (OEB) is giving notice of a proposal to amend the following rules and codes under sections 45 and 70.2 of the *Ontario Energy Board Act, 1998* (OEB Act):

- i. the Electricity Retailer Code of Conduct (Retailer Code);
- ii. the Code of Conduct for Gas Marketers (Marketer Code);
- iii. the Retail Settlement Code (RSC); and
- iv. the Gas Distribution Access Code (GDAR).

The purpose of the proposed amendments is to address certain findings and implement certain recommendations set out in the OEB's report called "[Consumers Come First: A Report of the Ontario Energy Board on the Effectiveness of Part II of the \*Energy Consumer Protection Act, 2010\*](#)" (ECPA Report), which was submitted to the Minister of Energy on June 1, 2015. The proposed amendments are also required to support proposed legislative changes that, if made, would amend the rules governing electricity retailers and gas

marketers (collectively, suppliers) set out in and under the *Energy Consumer Protection Act, 2010* (ECPA) in respect of low volume consumers.

## **A. Background**

Further to the request by the Minister of Energy made under section 30 of the ECPA, the OEB conducted a review of Part II of the ECPA, which deals with electricity retailing and gas marketing. Details of the consumer research and stakeholder consultation activities undertaken as part of the OEB's [ECPA review project webpage](#).

The OEB's review revealed that the ECPA has generally been effective in improving consumer protection in the retail energy markets, and is among the most extensive legislation of its kind in North America. Also, there is strong support among stakeholders and consumers for the consumer protection measures contained in the ECPA.

However, the OEB's review also indicated that problems remain. Highlights of key findings include:

- Consumer understanding and awareness of the energy sector, retail energy markets and the ECPA is generally low, making it difficult for consumers to understand their choices and make valid price comparisons. The need for increased plain language in consumer-facing documents was a common theme during the consultation process.
- The way electricity bills are presented makes it difficult for consumers to compare prices when considering whether to sign a retail electricity contract or remain with their utility.
- Roughly one-third of current residential and non-residential contract holders surveyed were unaware that they have a contract.
- Door-to-door activities are a continuing concern. Consumers do not generally search out energy retailers. Based on data from energy retailers, in 2014 about 50 per cent of all retail electricity contracts and about 46 per cent of all retail natural gas contracts were sales transacted using door-to-door marketing. For many consumers in our survey, the experience with a sales agent at the door was not always a positive one, and aggressive sales tactics was most often cited as the reason. Sales agent conduct continues to be an important source of complaints made to the OEB and an ongoing subject of our compliance activities.

The ECPA Report includes 14 recommendations to further enhance consumer protection in the retail energy markets. Some of the measures are intended to enhance energy literacy and consumer awareness to help consumers better understand what they are buying and from whom. Other measures are intended to address ongoing concerns, including a need for greater protection from unfair business practices at the door. Some of the OEB's recommendations can be implemented under the OEB's existing authority, while others are dependent on legislative change, whether to the ECPA or regulations.

On June 2, 2015, the government introduced Bill 112, the *Strengthening Consumer Protection and Electricity System Oversight Act, 2015*, in order to implement a number of the recommendations outlined in ECPA Report, including a ban on door-to-door sales to residential consumers and a requirement for all contracts to be subject to verification. Some of the other recommendations, such as prohibiting the auto-renewal of gas contracts and adding a new cancellation right, require amendments to regulations. To that end, on August 28, 2015, the government posted for comment a [summary of its proposed changes](#) to Ontario Regulation 389/10 (General) made under the ECPA (the ECPA Regulation).

The OEB is proceeding to solicit comment on proposed amendments to its regulatory instruments at this time, recognizing that changes to Bill 112, if passed, may affect the proposed amendments described in this Notice and may result in the need for incremental changes to the OEB's proposals. The same is true of the content of the ECPA Regulation amendments, if made. For elements of the OEB's proposals that are contingent on Bill 112 being passed or on finalization of the ECPA Regulation amendments, the OEB does not intend to finalize and implement its proposals until the legislative process has run its course.

The proposed amendments described in this Notice address only a sub-set of the recommendations contained in the ECPA Report. Section F below explains the OEB's intentions regarding the implementation of recommendations that are not addressed in this Notice and that are not otherwise proposed to be completely addressed through Bill 112, if passed, or the proposed amendments to the ECPA Regulation, if made.

## **B. Purpose and Summary of the Proposed Amendments**

The main purpose of the proposed amendments to the OEB's codes and rules is to increase consumer understanding of retail contracts, better educate and inform consumers about their energy supply choices, and provide additional protection for consumers to protect against unfair business practices at the door.

In addition, some of the proposed amendments to the OEB's codes and rules are required to ensure consistency with Bill 112, if passed, and the government's proposed amendments to the ECPA Regulation, if made. For example:

- a new provision is proposed to be added to the Retailer Code and the Marketer Code to clarify that nothing in those Codes should be construed as permitting door-to-door sales and marketing where prohibited under the ECPA or the ECPA Regulation; and
- the certificates of compliance that suppliers are required to file with the OEB will be updated to reflect the new requirements.

The main elements of the OEB's proposed amendments are described below. All of the proposed amendments to the Retailer Code and the Marketer Code are shown in the comparison version of those documents appended to this Notice as Attachments A and B, respectively. The proposed amendments to the RSC are set out in Attachment C, and the proposed amendments to the GDAR are set out in Attachment D.

### *1. Plain language contracts*

In its ECPA Report, the OEB noted that certain key provisions in retail contracts, such as cancellation rights and fees, are of particular importance to consumers and need to be emphasized and in plain language. Some other jurisdictions require some form of plain language contract terms to be available to consumers.

The proposed amendments to the Retailer Code and the Marketer Code would require suppliers to: (a) use certain standardized headings in their contracts, principally for information that is required to appear in contracts under the ECPA Regulation; and (b) include an OEB-approved cover sheet with their contracts. The cover sheet would contain a plain language description of certain contract provisions. The cover sheet will be issued for comment separately in the near term, at the same time as the OEB will issue for comment proposed revisions to its Disclosure Statements, Price Comparison templates and scripts, and a proposed new "tip sheet" (described below).

The OEB considers this to be an interim approach, at least for contracts offered to residential consumers. The OEB believes that standardized contracts will be clearer for consumers and enhance consumer understanding of their rights and obligations. However, the OEB recognizes that the development of a standardized contract will require time and more extensive consultation with the industry and others in order to ensure that contracts suit the needs of both suppliers and consumers. The OEB will therefore pursue this initiative as a separate consultation in the future.

## 2. *Making retail contracts more visible on the bill*

As noted in the ECPA Report, consumer bills are not presented in a way that makes it clear to consumers that the price that they are paying for their natural gas or electricity is the price under a retail contract that they have with a supplier. Several other jurisdictions require that information about a retail contract or the retail contract price be included on or with the bill.

The OEB proposes to amend the RSC and the GDAR such that a distributor-consolidated bill issued to a low volume consumer that has a contract with a supplier must include a statement, in capital letters, to the effect that the consumer's supply is being provided under contract. The OEB also proposes to require distributors to provide for up to 500 text characters for the display of this statement, together with the supplier's name, telephone number, website, and e-mail address on the bill.

The OEB believes that there is merit in considering additional changes to the bill, and more specifically to requiring that the commodity cost based on the contract price and the commodity cost based on the system supply price appear on the bill. However, the OEB is aware that electricity bills in particular are already complex and that additional requirements have recently been prescribed in relation to the Ontario Electricity Support Program and the Debt Retirement Charge. Although amendments to the RSC and the GDAR are therefore not being proposed at this time in relation to the inclusion of both the contract and system supply costs on bill, it would be helpful to the OEB if interested parties could include in their comments made in response to this Notice their thoughts on how the approach might best be implemented with minimal risk of consumer confusion and minimal operational concerns.

The OEB will also consult directly with the Electronic Business Transaction (EBT) Standards Working Group to identify whether any changes are required to the EBT Standards in respect of its current and potential future proposals.

## 3. *Consumer "tip sheet"*

Although door-to-door sales at a consumer's home will be prohibited in the future if Bill 112 is passed in its current form, marketing and advertising at the door will not. The OEB believes that consumer understanding will be improved if residential consumers have ready access to information from different sources at any given point in time.

The OEB therefore proposes to amend the Retailer Code and the Marketer Code to require suppliers to provide an OEB-approved "tip sheet" to consumers when engaged in marketing activities at a consumer's home. This is what is contemplated by the

proposed new requirement in Part B of both Codes to “provide and leave with the consumer such documents as may be approved by the OEB”.

The “tip sheet” will include information in plain language that is useful to consumers in helping them think about whether a retail energy contract is right for them or not. As noted above, the proposed “tip sheet” will be issued for comment separately in the near term.

#### 4. *Written notice to consumers of the switch to a supplier*

To promote consumer awareness that their supply arrangements are changing as a consequence of having entered into a contract, the OEB proposes to amend the RSC and the GDAR to require distributors to provide written notice to low volume consumers of the switch to a supplier.

The notice must include certain prescribed information, such as the name of the supplier, the effective date of the switch, and whether the consumer will continue to receive a bill from the distributor. Although the OEB understands that distributor-consolidated billing is pervasive in both the gas and electricity sectors at the present time, this may not always be the case. The OEB believes that this measure will be most effective if sent separate and apart from any other correspondence from the distributor, including the bill. The proposed amendments to the RSC and the GDAR have been drafted accordingly. The OEB intends to prepare a form of letter that distributors may use for purposes of this new notice requirement.

#### 5. *Housekeeping amendments*

Minor housekeeping amendments, unrelated to the OEB’s review of the ECPA, are proposed to the Retailer Code and the Marketer Code. For instance, the transitional provisions (Part C in each of the codes) are no longer required, and will therefore be deleted.

### **C. Proposed Amendments to Disclosure Statements, Price Comparison Templates and Scripts**

As noted in the ECPA Report, disclosure statements, price comparisons and standard scripts are important consumer protection measures, and are broadly used elsewhere. Based on the OEB’s consumer research and a review of consumer complaints, however, these measures may not be working as well as they could. In the near term, the OEB will issue proposed revised versions of these materials for comment. The OEB’s objective is that these materials be more consumer-friendly, simpler and as short as possible. The proposed revised scripts accommodate verification of internet contracts, as proposed under

Bill 112, and build on an earlier consultation with suppliers that was suspended pending completion of the OEB's ECPA review.

As shown in Attachments A and B, the OEB is proposing amendments to the Retailer Code and the Marketer Code to allow suppliers greater flexibility in relation to certain elements of the verification script, similar to the flexibility that currently exists with the renewal script.

#### **D. Anticipated Costs and Benefits**

Some of the proposed amendments to the Retailer Code and the Marketer Code are required in order to align the provisions of those regulatory instruments with proposed changes to the ECPA and the ECPA Regulation. Other proposed amendments to the Retailer Code, the Marketer Code, the RSC and the GDAR contain new rules that the OEB considers desirable to address findings and recommendations made in its ECPA Report.

The OEB believes that the proposed amendments will enhance the level of consumer protection afforded to low volume consumers. As noted above, the OEB believes that the proposed amendments will increase consumer understanding of retail contracts, better educate and inform consumers about their energy supply choices, and provide additional protection for consumers to protect against unfair business practices.

The OEB anticipates that suppliers will incur costs to comply with the proposed amendments to the Retailer Code and the Marketer Code, at least in terms of the training of salespeople and verification representatives in relation to the use of revised scripts and in relation to the use of other revised or new consumer-facing materials. The OEB does not anticipate that the proposed amendments to the RSC and the GDAR will require suppliers or distributors to incur material costs.

#### **E. Coming into Force**

The OEB proposes that the final amendments to each code and rule will come into force on the later of January 1, 2016 or the date on which Bill 112, if passed, and amendments to the ECPA Regulation, if made, come into force.

#### **F. Other Measures for Future Implementation**

The OEB's ECPA Report contains a number of recommendations that are not proposed to be implemented through this consultation. The OEB takes this opportunity to advise of its intentions in respect of the implementation of those recommendations:

- i. *Comparative Pricing Website:* As indicated in the ECPA Report, the OEB intends to develop an OEB-supervised price comparison website. The OEB currently anticipates that the website will be operational in the first half of 2016. As website development continues, the need for supporting regulatory requirements may be identified. The OEB will propose amendments to the Retailer Code and the Marketer Code as required to support the website at a later date.
- ii. *Complaint and Compliance Information:* The OEB noted in the ECPA Report that consumers should have ready access to information that allows them to understand the “track record” of different suppliers. The OEB expects to coordinate implementation of this recommendation with implementation of the comparative pricing website referred to in (i) above, including as to timing of the issuance of any supporting proposed amendments to the Retailer Code and the Marketer Code.
- iii. *Consultation on Additional Measures for Low-income Consumers:* One of the recommendations in the ECPA Report was to conduct a separate consultation to consider whether additional measures are required to meet the unique needs of low-income consumers. Two issues were specifically identified in the ECPA Report in that regard; namely, (1) cancellation fees and gift cards; and (2) other incentives offered by suppliers as inducements. The proposed amendments to the ECPA Regulation are expected to include provisions that relate to these issues. Implementation of other OEB recommendations will benefit low-income consumers as they will all low volume consumers. The OEB therefore believes that it is appropriate in the circumstances to defer its consultation on additional measures for low-income consumers until all of the new rules have been operational for a reasonable period of time.
- iv. *Supplier pricing practices/hedging:* The ECPA Report recommended that suppliers be required to enter into financial agreements to minimize the risk associated with procuring supply of the energy commodity and the associated potential for that risk to be passed on to consumers. The OEB believes its approach to this recommendation will require additional time and extensive consultation, and is deferring this initiative to a later date.

## **G. Invitation to Comment**

All interested parties are invited to submit written comments on the proposed code and rule amendments, as set out in Attachments A to D, by **October 21, 2015**, in accordance with the filing instructions set out in section I below.



## **H. Cost Awards**

Cost awards will be available under section 30 of the OEB Act to eligible participants, up to a maximum of 25 hours per eligible participant, in respect of the provision of written comments on the following: (i) the proposed amendments to the codes and rules described in this Notice, as set out in Attachments A to D; (ii) the updated disclosure statements, price comparisons, and scripts, when issued for comment; and (iii) the proposed “tip sheet” and contract cover sheet, when issued for comment. Any costs awarded will be recovered from licensed electricity distributors (25%), gas distributors (25%), licensed electricity retailers (25%) and licensed gas marketers (25%). Costs will be apportioned amongst these classes as follows:

- i. for each of the electricity distributor and gas distributor groups, based on their respective distribution revenues; and
- ii. for each of the electricity retailer and gas marketer groups, based on their respective share of the low volume consumer market. The OEB will, in due course, direct licensed retailers and marketers to provide updated low volume customer figures for this purpose. Given expected concerns regarding the confidentiality of relative market share information, the OEB will act as a clearinghouse for the purposes of the payment of cost awards to eligible participants.

The OEB considers it expedient to extend cost award eligibility in this consultation to any participant who was determined by the OEB to be eligible for costs in the EB-2014-0158 consultation. These participants therefore need not file a new request for cost award eligibility, and licensed suppliers, licensed electricity distributors and gas distributors will not have an opportunity to object to their eligibility.

Any other person intending to request an award of costs must file with the OEB a written submission to that effect by **October 9, 2015** and in accordance with the filing instructions set out in section I below, identifying the nature of the person’s interest in this process and the grounds on which the person believes that they are eligible for an award of costs (addressing the OEB’s cost eligibility criteria as set out in section 3 of the OEB’s *Practice Direction on Cost Awards*). An explanation of any other funding to which the person has access must also be provided, as should the name and credentials of any lawyer, analyst or consultant that the person intends to retain, if known. All requests for cost eligibility will be posted on the OEB’s website.

Licensed suppliers, licensed electricity distributors and gas distributors will be provided with an opportunity to object to any of the requests for cost award eligibility. Any such objections must be filed with the OEB by **October 16, 2015**. Any objections will be posted on the

OEB's website. The OEB will then make a final determination on the cost eligibility of the requesting participants.

## **I. Filing Instructions**

Three (3) paper copies of each filing must be provided, and should be sent to:

Kirsten Walli  
Board Secretary  
Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street, Suite 2700  
Toronto, Ontario M4P 1E4

The OEB requests that interested parties make every effort to provide electronic copies of their filings in searchable/unrestricted Adobe Acrobat (PDF) format, and to submit their filings through the OEB's web portal at <https://www.pes.ontarioenergyboard.ca/eservice/>. A user ID is required to submit documents through the OEB's web portal. If you do not have a user ID, please visit the "e-filings services" webpage on the OEB's website at [www.ontarioenergyboard.ca](http://www.ontarioenergyboard.ca), and fill out a user ID password request.

Additionally, interested parties are requested to follow the document naming conventions and document submission standards outlined in the document entitled "RESS Document Preparation – A Quick Guide" also found on the e-filing services webpage. If the OEB's web portal is not available, electronic copies of filings may be filed by e-mail at [boardsec@ontarioenergyboard.ca](mailto:boardsec@ontarioenergyboard.ca).

Those that do not have internet access should provide a CD containing their filing in PDF format.

Filings to the OEB must be received by the Board Secretary by **4:45 p.m.** on the required date. They must quote file number **EB-2015-0268** and include your name, address, telephone number and, where available, your e-mail address and fax number.

If the written comment is from a private citizen (i.e., not a lawyer representing a client, not a consultant representing a client or organization, not an individual in an organization that represents the interests of consumers or other groups, and not an individual from a regulated entity), before making the written comment available for viewing at the OEB's offices or placing the written comment on the OEB's website, the OEB will remove any personal (i.e., not business) contact information from the written comment (i.e., the address, fax number, phone number, and e-mail address of the individual). However, the name of

the individual and the content of the written comment will be available for viewing at the OEB's offices and will be placed on the OEB's website.

This Notice, including the proposed amendments to the OEB's codes and rules set out in Attachments A to D, and all written comments received by the OEB in response to this Notice will be available for public viewing on the OEB's web site at [www.ontarioenergyboard.ca](http://www.ontarioenergyboard.ca) and at the office of the OEB during normal business hours.

If you have any questions regarding the proposed code amendments described in this Notice, please contact Lou Mustillo at [Lou.Mustillo@OntarioEnergyBoard.ca](mailto:Lou.Mustillo@OntarioEnergyBoard.ca) or at 416-544-5185. The OEB's toll free number is 1-888-632-6273.

**DATED** October 5, 2015

**ONTARIO ENERGY BOARD**

*Original Signed By*

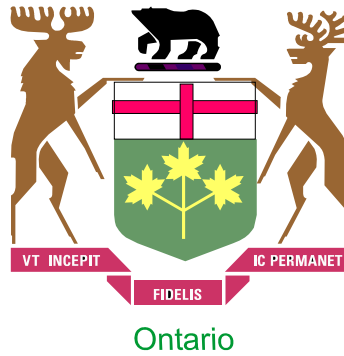
Kirsten Walli  
Board Secretary

Attachments:    Attachment A – Proposed Amendments to the Electricity Retailer Code of Conduct  
                         Attachment B – Proposed Amendments to the Code of Conduct for Gas Marketers  
                         Attachment C – Proposed Amendments to the Retail Settlement Code  
                         Attachment D – Proposed Amendments to the Gas Distribution Access Rule

**Attachment A**

**Proposed Amendments to the Electricity Retailer Code of Conduct**

*(Separate document attached)*



# ONTARIO ENERGY BOARD

## Electricity Retailer Code of Conduct

Restated  
November 17, 2010  
[Revised \[●\], 2015](#)

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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;

["OEB" means the Ontario Energy Board;](#)

"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**

[1.4.1](#) 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.

[1.4.2 Nothing in this Code shall be construed as permitting a retailer to:](#)

- (a) sell or offer to sell electricity to a low volume consumer in person at the consumer's home;
- (b) cause a salesperson to sell or offer to sell electricity to a low volume consumer in person at the consumer's home; or
- (c) undertake advertising or marketing activities in a manner contrary to the ECPA Regulation.

### **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 OEB](#)**

1.8.1 Any matter under this Code requiring a determination of the [Board OEB](#) may be determined by the [Board OEB](#) without a hearing or through an oral, written or electronic hearing, at the [Board's OEB'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 OEB](#) publishes the amendment by placing it on the [Board's OEB's](#) website after it has been made by the [Board OEB](#).

## 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;
  - [\(f.1\) if retailing to a low volume consumer at residential premises, provide and leave with the low volume consumer such documents as may be approved by the OEB;](#)
  - [\(f.2\) not undertake advertising or marketing activities in a manner contrary to the ECPA Regulation;](#)
- (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.

1.2 If a low volume consumer asks whether an OEB-approved document referred to in section 1.1(f.1) is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the OEB-approved document is available from the OEB in the languages listed on the document.

## **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.

3.2A A contract between a retailer and a low volume consumer shall:

- (a) include a cover sheet approved by the OEB; and
- (b) not contain any provision that is inconsistent with the information in the OEB-approved cover sheet.

3.2B A retailer shall use the OEB-approved cover sheet referred to in section 3.2A without alteration or redaction except as expressly contemplated by the cover sheet and then only in respect of the information specifically called for by the cover sheet.

3.2C If a low volume consumer asks whether the OEB-approved cover sheet referred to in section 3.2A is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the OEB-approved cover sheet is available from the OEB in the languages listed on the OEB-approved cover sheet.

3.2D A retailer shall not enter into a contract with a low volume consumer unless the contract complies with the following requirements:

- (a) the information required by item 5 of section 7(1) of the ECPA Regulation must be set out as follows:
  - (i) the length of time during which electricity is to be provided under the contract must be set out under the heading "Contract Length"; and
  - (ii) all other information, other than the date on which the contract is entered into, must be set out under the heading "Start Date of Supply";
- (b) the information required by item 6 of section 7(1) of the ECPA Regulation must be set out under the heading "Contract Price and Other Charges You Must Pay", and the following sub-headings:



- (i) the contract price must be set out under the heading “Contract Price”; and
- (ii) information about payments for the account of a person other than the retailer must be set out under the heading “Charges You Must Pay to Others”;
- (c) the information required by item 7 of section 7(1) of the ECPA Regulation must be set out under the heading “How You Pay, Deposits, Late Payments Etc.”;
- (d) the statements required by items 8 and 9 of section 7(1) of the ECPA Regulation must be set out under the heading “You Can Change Your Mind About this Contract”;
- (e) the information and statements required by items 10, 11, 12 and 13 of section 7(1) of the ECPA Regulation must be set out under the heading “Ending this Contract” and the following sub-headings:
  - (i) information pertaining to the low volume consumer’s rights to cancel the contract must be set out under the heading “You Can End this Contract If...”, with the information required by item 11 presented at the end; and
  - (ii) information pertaining to the retailer’s rights to cancel the contract must be set out under the heading “We Can End this Contract If...”;
- (f) the information required by item 14 of section 7(1) of the ECPA Regulation must be presented under the heading “Transferring this Contract”;
- (g) the information required by item 16 of section 7(1) of the ECPA Regulation must be set out under the heading “How to Contact Us...” and the following sub-headings:
  - (i) information on how to contact the retailer for the purposes of making a complaint or requesting information must be presented under the sub-heading “...If You Have a Complaint or Question”;

- (ii) information on how to contact the retailer for the purposes of renewing or extending the term of the contract must be presented under the heading "...To Renew or Extend this Contract"; and
- (iii) information on how to contact the retailer for the purposes of cancelling the contract must be presented under the heading "...To End this Contract"; and
- (h) if the contract contains information on how the contract may be amended, the information shall be set out under the heading "Making Changes to this Contract".

3.2E A retailer shall not renew or extend a contract with a low volume consumer unless the contract complies with the following requirements:

- (a) information on the length of time during which electricity is to be provided under the contract as required by item 5 of section 7(1) of the ECPA Regulation must be set out under the heading "Contract Length";
- (b) the information required by item 6 of section 7(1) of the ECPA Regulation must be set out under the heading "Contract Price and Other Charges You Must Pay", and the following sub-headings:
  - (i) the contract price must be set out under the heading "Contract Price"; and
  - (ii) information about payments for the account of a person other than the retailer must be set out under the heading "Charges You Must Pay to Others";
- (c) the information required by item 7 of section 7(1) of the ECPA Regulation must be set out under the heading "How You Pay, Deposits, Late Payments Etc.";

- (d) the information and statements required by items 11, 12 and 13 of section 7(1) of the ECPA Regulation must be set out under the heading “Ending this Contract” and the following sub-headings:

  - (i) information pertaining to the low volume consumer’s rights to cancel the contract must be set out under the heading “You Can End this Contract If...”, with the information required by item 11 presented at the end; and
  - (ii) information pertaining to the retailer’s rights to cancel the contract must be set out under the heading “We Can End this Contract If...”;
- (e) the information required by item 14 of section 7(1) of the ECPA Regulation must be presented under the heading “Transferring this Contract”;
- (f) the information required by item 16 of section 7(1) of the ECPA Regulation must be set out under the heading “How to Contact Us...” and the following sub-headings:

  - (i) information on how to contact the retailer for the purposes of making a complaint or requesting information must be presented under the sub-heading “...If You Have a Complaint or Question”;
  - (ii) information on how to contact the retailer for the purposes of renewing or extending the term of the contract must be presented under the heading “...To Renew or Extend this Contract”; and
  - (iii) information on how to contact the retailer for the purposes of cancelling the contract must be presented under the heading “...To End this Contract”; and
- (g) if the contract contains information on how the contract may be amended, the information shall be set out under the heading “Making Changes to this Contract”.

**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: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-OEB-~~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 [BoardOEB](#).
- 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 [BoardOEB](#).
- 4.3 If a low volume consumer asks whether [a Board-an OEB](#)-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-OEB](#)-approved disclosure statement is available from the [Board-OEB](#) in the languages listed on the disclosure statement.
- 4.4 If a retailer wishes to provide a low volume consumer with [a Board-an OEB](#)-approved disclosure statement in a language other than English:
- (a) if the disclosure statement is available from the [Board-OEB](#) in that language, the retailer may only provide the low volume consumer with the disclosure statement that is available from the [Board-OEB](#) in that language; or
  - (b) if the disclosure statement is not available from the [Board-OEB](#) in that language, the retailer may provide the low volume consumer with a translation of the [Board-OEB](#) approved disclosure statement provided that the translation is true, accurate and complete.

4.5 A retailer shall not alter or redact ~~a Board-an OEB~~-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-an OEB~~-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-OEB~~-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~~OEB, in the form and with the content that is made available by the ~~Board~~OEB 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~~OEB 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 OEB](#) 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~~ [ensure that the call includes all of the statements and questions set out in](#) the applicable script approved for that purpose by the ~~Board OEB~~ [and that those statements and questions are made and asked in the order set out in the script](#);
  - (b) the verification representative shall not deviate from the applicable ~~Board OEB~~-approved script except [when and as expressly permitted by the terms of the script, or as required](#) 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-~~[OEB](#)-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 [or make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable OEB-approved script](#);
- (e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable ~~Board-~~[OEB](#)-approved script so requires, and shall do so in accordance with the requirements of the ECPA Regulation or the applicable ~~Board-~~[OEB](#)-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 OEB](#);
- (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 OEB](#)-approved script;
- (c) except where expressly permitted by the terms of the applicable [Board OEB](#)-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 OEB](#)-approved script so requires, and shall do so in accordance with the requirements of the applicable [Board OEB](#)-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) any OEB-approved document referred to in section 1.1(f.1);
- ~~(v)~~(vii) the OEB-approved cover sheet referred to in section 3.2A;

- ~~(vi)~~(viii) disclosure statements;
- ~~(vii)~~(ix) price comparisons;
- ~~(viii)~~(x) verification;
- ~~(ix)~~(xi) consumer cancellation rights;
- ~~(x)~~(xii) renewals and extensions;
- ~~(xi)~~(xiii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
- ~~(xii)~~(xiv) persons with whom a retailer may enter into, verify, renew or extend a contract; and
- ~~(xiii)~~(xv) all relevant [Board-OEB](#) 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-OEB](#)-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) [any OEB-approved document referred to in section 1.1\(f.1\)](#);
  - ~~(ii)~~(iv) [the OEB-approved cover sheet referred to in section 3.2A](#);
  - ~~(iii)~~(v) disclosure statements;
  - ~~(iv)~~(vi) price comparisons;
  - ~~(v)~~(vii) verification;
  - ~~(vi)~~(viii) consumer cancellation rights;

~~(vii)~~(ix) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;

~~(viii)~~(x) persons with whom a retailer may enter into and verify a contract; and

~~(ix)~~(xi) all other relevant [Board-OEB](#) 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-OEB](#)-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;

[\(v\)](#) [any OEB-approved document referred to in section 1.1\(f.1\);](#)

~~(iv)~~(vi) [the OEB-approved cover sheet referred to in section 3.2A;](#)

~~(v)~~(vii) disclosure statements;

~~(vi)~~(viii) price comparisons;

~~(vii)~~(ix) consumer cancellation rights;

~~(viii)~~(x) renewals and extensions;

~~(ix)~~(xi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;

~~(x)~~(xii) persons with whom a retailer may renew or extend a contract; and

~~(xi)~~(xiii) all relevant [Board OEB](#) 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-OEB](#) 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-OEB](#) a certificate of compliance in the form set out in Appendix A and received from the [Board-OEB](#) 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](#)

[OEB](#) a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the ~~Board~~[OEB](#) 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~~[OEB](#), 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 [Beard's OEB'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 [Beard's OEB's](#) Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the retailer from the [Beard OEB](#) and resolution of that complaint is reached, the retailer shall implement the resolution immediately and shall confirm this, in writing, with the [Beard OEB](#).

### 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-OEB](#) 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-OEB](#) 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-OEB](#) 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-OEB](#) 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-OEB](#) 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 OEB](#) under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective [ECPA Certification](#) 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 OEB](#);

~~“Effective ECPA Date” means January 1, 2011;~~

“low volume consumer” has the meaning given to it in the [Board’s OEB’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 OEB’s](#) Electricity Retailer Code of Conduct; [and](#)

~~“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 OEB’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 href="#">(A) No salesperson 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.</a>		
<a href="#">(AB)</a> All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
<a href="#">(BC)</a> Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
<a href="#">(CD)</a> Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
<a href="#">(DE)</a> 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.		
<a href="#">(EF)</a> 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 <del>and</del> , price comparison <a href="#">and any OEB document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct</a> 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>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
<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 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 <a href="#">BeardOEB</a>		
(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		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
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 <del>and</del> , price comparison <u>and any OEB-approved document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct</u> 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		
(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 <u>Board OEB</u>		
(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		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
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 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>*

---

[Signature]  
 [Title]

**Notes:**

1. In accordance with section 6.3 of the [Board's OEB'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

###### 1.1 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 OEB](#) 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 OEB](#);

“low volume consumer” has the meaning given to it in the [Board's OEB'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 OEB's](#) Electricity Retailer Code of Conduct; [and](#)

~~“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 OEB'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 OEB](#) 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.*

<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 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 href="#">(A) No salesperson 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</a>		
<a href="#">(AB)</a> All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
<a href="#">(BC)</a> Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
<a href="#">(CD)</a> Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
<a href="#">(DE)</a> 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.		
<a href="#">(EF)</a> 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>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		
(B) The required disclosure statement <del>and</del> , price comparison <a href="#">and any OEB document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct</a> 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>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		

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>4. 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 <a href="#">BeardOEB</a>		
(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>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 <del>and</del> , price comparison <u>and any OEB document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct</u> 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 <a href="#">BeardOEB</a>		
(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>6. 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>7. 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>8. 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>*

\_\_\_\_\_  
[Signature]

[Title]

Restated Electricity Retailer Code of Conduct

[November 17, 2010](#)

[\[•\], 2015](#)

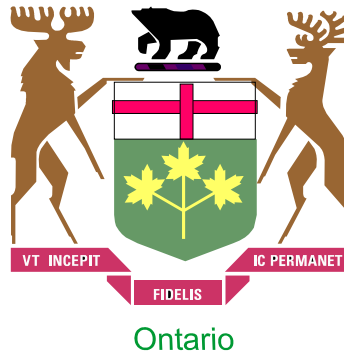
**Notes:**

1. In accordance with section 6.3 of the [Board's OEB'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**

**Proposed Amendments to the Code of Conduct for Gas Marketers**

*(Separate document attached)*



# ONTARIO ENERGY BOARD

## Code of Conduct for Gas Marketers

Restated  
November 17, 2010  
Revised [●], 2015

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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;

"OEB" means the Ontario Energy Board;

"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

1.4.1 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.

#### 1.4.2 Nothing in this Code shall be construed as permitting a gas marketer to:

(a) sell or offer to sell gas to a consumer in person at the consumer's home;

(b) cause a salesperson to sell or offer to sell gas to a consumer in person at the consumer's home; or

(c) undertake advertising or marketing activities in a manner contrary to the ECPA Regulation.

### **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 BoardOEB and Exemptions**

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

1.8.2 The BoardOEB 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 BoardOEB publishes the amendment by placing it on the Board'sOEB's website after it has been made by the BoardOEB.

## 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;
  - (f.1) if marketing to a consumer at residential premises, provide and leave with the consumer such documents as may be approved by the OEB;
  - (f.2) not undertake advertising or marketing activities in a manner contrary to the ECPA Regulation;
- (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.

1.2 If a consumer asks whether an OEB-approved document referred to in section 1.1(f.1) is available in a language other than English or requests one, the gas marketer shall inform the consumer that the OEB-approved document is available from the OEB in the languages listed on the document.

## **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.

3.2A A contract between a gas marketer and a consumer shall:

- (a) include a cover sheet approved by the OEB; and
- (b) not contain any provision that is inconsistent with the information in the OEB-approved cover sheet.

3.2B A gas marketer shall use the OEB-approved cover sheet referred to in section 3.2A without alteration or redaction [except as expressly contemplated by the cover sheet and then only in respect of the information specifically called for by the cover sheet.](#)

3.2C If a consumer asks whether the OEB-approved cover sheet referred to in section 3.2A is available in a language other than English or requests one, the gas marketer shall inform the consumer that the OEB-approved cover sheet is available from the OEB in the languages listed on the OEB-approved cover sheet.

3.2D A gas marketer shall not enter into a contract with a consumer unless the contract complies with the following requirements:

- (a) the information required by item 5 of section 7(1) of the ECPA Regulation must be set out as follows:
  - (i) the length of time during which gas is to be provided under the contract must be set out under the heading “Contract [Length](#)”; and
  - (ii) all other information, other than the date on which the contract is entered into, must be set out under the heading “[Start Date of Supply](#)”;
- (b) the information required by item 6 of section 7(1) of the ECPA Regulation must be set out under the heading “Contract Price and Other Charges You Must Pay”, and the following sub-headings:
  - (i) the contract price must be set out under the heading “Contract Price”; and

- (ii) information about payments for the account of a person other than the gas marketer must be set out under the heading “Charges You Must Pay to Others”;
- (c) the information required by item 7 of section 7(1) of the ECPA Regulation must be set out under the heading “How You Pay, Deposits, Late Payments Etc.”;
- (d) the statements required by items 8 and 9 of section 7(1) of the ECPA Regulation must be set out under the heading “You Can Change Your Mind About this Contract”;
- (e) the information and statements required by items 10, 11, 12 and 13 of section 7(1) of the ECPA Regulation must be set out under the heading “Ending this Contract” and the following sub-headings:
  - (i) information pertaining to the consumer’s rights to cancel the contract must be set out under the heading “You Can End this Contract If...”, with the information required by item 11 presented at the end; and
  - (ii) information pertaining to the gas marketer’s rights to cancel the contract must be set out under the heading “We Can End this Contract If...”;
- (f) the information required by item 14 of section 7(1) of the ECPA Regulation must be presented under the heading “Transferring this Contract”;
- (g) the information required by item 16 of section 7(1) of the ECPA Regulation must be set out under the heading “How to Contact Us...” and the following sub-headings:
  - (i) information on how to contact the gas marketer for the purposes of making a complaint or requesting information must be presented under the sub-heading “... If You Have a Complaint or Question”;
  - (ii) information on how to contact the gas marketer for the purposes of renewing or extending the term of the contract must be presented under the heading “... To Renew or Extend this Contract”; and

- (iii) information on how to contact the gas marketer for the purposes of cancelling the contract must be presented under the heading "... To End this Contract"; and
- (h) if the contract contains information on how the contract may be amended, the information shall be set out under the heading "Making Changes to this Contract".

3.2E A gas marketer shall not renew or extend a contract with a consumer unless the contract complies with the following requirements:

- (a) information on the length of time during which gas is to be provided under the contract as required by item 5 of section 7(1) of the ECPA Regulation must be set out under the heading "Contract Length";
- (b) the information required by item 6 of section 7(1) of the ECPA Regulation must be set out under the heading "Contract Price and Other Charges You Must Pay" and the following sub-headings:
  - (i) the contract price must be set out under the heading "Contract Price"; and
  - (ii) information about payments for the account of a person other than the gas marketer must be set out under the heading "Charges You Must Pay to Others";
- (c) the information required by item 7 of section 7(1) of the ECPA Regulation must be set out under the heading "How You Pay, Deposits, Late Payments Etc.";
- (d) the information and statements required by items 11, 12 and 13 of section 7(1) of the ECPA Regulation must be set out under the heading "Ending this Contract" and the following sub-headings:
  - (i) information pertaining to the consumer's rights to cancel the contract must be set out under the heading "You Can End this

- Contract If...”, with the information required by item 11 presented at the end; and
- (ii) information pertaining to the gas marketer’s rights to cancel the contract must be set out under the heading “We Can End this Contract If...”;
- (e) the information required by item 14 of section 7(1) of the ECPA Regulation must be presented under the heading “Transferring this Contract”;
- (f) the information required by item 16 of section 7(1) of the ECPA Regulation must be set out under the heading “How to Contact Us...” and the following sub-headings:
  - (i) information on how to contact the gas marketer for the purposes of making a complaint or requesting information must be presented under the sub-heading “... If You Have a Complaint or Question”;
  - (ii) information on how to contact the gas marketer for the purposes of renewing or extending the term of the contract must be presented under the heading “... To Renew or Extend this Contract”; and
  - (iii) information on how to contact the gas marketer for the purposes of cancelling the contract must be presented under the heading “... To End this Contract”; and
- (g) if the contract contains information on how the contract may be amended, the information shall be set out under the heading “Making Changes to this Contract”.

**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:~~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~~OEB-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 [BoardOEB](#).
- 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 [BoardOEB](#).
- 4.3 If a consumer asks whether a [Boardan OEB](#)-approved disclosure statement is available in a language other than English or requests one, the gas marketer shall inform the consumer that the [BoardOEB](#)-approved disclosure statement is available from the [BoardOEB](#) in the languages listed on the disclosure statement.
- 4.4 If a gas marketer wishes to provide a consumer with a [Boardan OEB](#)-approved disclosure statement in a language other than English:
- (a) if the disclosure statement is available from the [BoardOEB](#) in that language, the gas marketer may only provide the consumer with the disclosure statement that is available from the [BoardOEB](#) in that language; or
  - (b) if the disclosure statement is not available from the [BoardOEB](#) in that language, the gas marketer may provide the consumer with a translation of the [BoardOEB](#)-approved disclosure statement provided that the translation is true, accurate and complete.



4.5 A gas marketer shall not alter or redact a Board OEB-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 OEB-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 OEB-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 OEB, in the form and with the content that is made available by the Board OEB 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 OEB-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 BoardOEB 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 ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the BoardOEB and that those statements and questions are made and asked in the order set out in the script;
- (b) the verification representative shall not deviate from the applicable BoardOEB-approved script except when and as expressly permitted by the terms of the script, or as required 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 BoardOEB-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; or make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable OEB-approved script;
- (e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board OEB-approved script so requires, and shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board OEB-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 BoardOEB;
- (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 BoardOEB-approved script;
- (c) except where expressly permitted by the terms of the applicable BoardOEB-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~~
- (d) the salesperson shall terminate the renewal or extension call where the applicable OEB-approved script so requires, and shall do so in accordance with the requirements of the applicable OEB-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) any OEB-approved document referred to in section 1.1(f.1);
- (vii) the OEB-approved cover sheet referred to in section 3.2A;
- ~~(vi)~~(viii) disclosure statements;
- ~~(vii)~~(ix) price comparisons;
- ~~(viii)~~(x) verification;

- ~~(ix)~~(xi) consumer cancellation rights;
- ~~(x)~~(xii) renewals and extensions;
- ~~(xi)~~(xiii) how gas pricing works, including the pricing of gas supplied by gas distributors;
- ~~(xii)~~(xiv) persons with whom a gas marketer may enter into, verify, renew or extend a contract; and
- ~~(xiii)~~(xv) all relevant Board OEB 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 OEB-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) any OEB-approved document referred to in section 1.1(f.1);
  - (iv) the OEB-approved cover sheet referred to in section 3.2A;
  - ~~(iii)~~(v) disclosure statements;
  - ~~(iv)~~(vi) price comparisons;
  - ~~(v)~~(vii) verification;
  - ~~(vi)~~(viii) consumer cancellation rights;
  - ~~(vii)~~(ix) how gas pricing works, including the pricing of gas supplied by gas distributors;
  - ~~(viii)~~(x) persons with whom a gas marketer may enter into and verify a contract; and

~~(ix)~~(xi) all other relevant [BeardOEB](#) 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 [BeardOEB](#)-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) any OEB-approved document referred to in section 1.1(f.1);

(vi) the OEB-approved cover sheet referred to in section 3.2A;

~~(v)~~(vii) disclosure statements;

~~(vi)~~(viii) price comparisons;

~~(vii)~~(ix) consumer cancellation rights;

~~(viii)~~(x) renewals and extensions;

~~(ix)~~(xi) how gas pricing works, including the pricing of gas supplied by gas distributors;

~~(x)~~(xii) persons with whom a gas marketer may renew or extend a contract; and

(xi) all relevant [BeardOEB](#) 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, 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 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 [BoardOEB](#) 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 [BoardOEB](#) a certificate of compliance in the form set out in Appendix A and received from the [BoardOEB](#) 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 [BoardOEB](#) a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the [BoardOEB](#) 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 [BoardOEB](#), 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'sOEB'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'sOEB's](#) Consumer Relations Centre.
- 7.3 In cases where a consumer complaint has been referred to the gas marketer from the [BoardOEB](#) and resolution of that complaint is reached, the gas marketer shall implement the resolution immediately and shall confirm this, in writing, with the [BoardOEB](#).

### **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 BeardOEB 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 BeardOEB 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 BeardOEB 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/OEB](#) 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~~OEB 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 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 BoardOEB under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPACertification 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 BoardOEB;

~~“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’sOEB’s Code of Conduct for Gas Marketers; and

~~“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’sOEB’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) <u>No salesperson 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.</u>		
(AB) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(BC) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(CD) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(DE) 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.		
(EF) 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 <del>and</del> , price comparison <u>and any OEB document referred to in section 1.1(f.1) of the OEB's Code of Conduct for Gas Marketers</u> 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		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
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 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 <a href="#">BoardOEB</a>		
(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		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
material that so comply will be used		
(B) The required disclosure statement <del>and</del> , price comparison <u>and any OEB document referred to in section 1.1(f.1) of the OEB's Code of Conduct for Gas Marketers</u> 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 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 <u>Board OEB</u>		
(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		

<b>Certificate of Compliance</b>		
	<b>Yes</b>	<b>N/A</b>
(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-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>

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[Signature]  
 [Title]

**Notes:**

1. In accordance with section 6.3 of the [Board's OEB'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

###### 1.1 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 OEB 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 OEB;

“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 OEB’s Code of Conduct for Gas Marketers; and

~~“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 OEB’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 OEB](#) 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>1. Salespersons</b>		
(A) <u>No salesperson 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</u>		
(AB) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(BC) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(CD) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(DE) 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.		
(EF) 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>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		
(B) The required disclosure statement <del>and</del> , price comparison <u>and any OEB document referred to in section 1.1(f.1) of the OEB's Code of Conduct for Gas Marketers</u> 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>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 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>4. 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 <a href="#">BoardOEB</a>		
(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>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 <del>and</del> , price comparison <u>and any OEB document referred to in section 1.1(f.1) of the OEB's Code of Conduct for Gas Marketers</u> 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 <a href="#">BoardOEB</a>		
(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 place		
<b>6. 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>7. 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>8. 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>

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[Signature]

[Title]

Restated Code of Conduct for Gas Marketers

~~November 17, 2010~~

[●], 2015

**Notes:**

1. In accordance with section 6.3 of the ~~Board's~~OEB'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

### Proposed Amendments to the Retail Settlement Code

1. Section 1.2 of the Retail Settlement Code is amended by adding the following new definition after the definition of “lock box arrangement”:

*“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 Energy Consumer Protection Act, 2010;*

2. Section 7 of the Retail Settlement Code is amended by adding the following new section 7.2.3:

#### **7.2.3 Retailer Information on the Bill**

*Despite any Service Agreement, a distributor shall, in respect of a low volume consumer that is served by a retailer:*

- (a) include, on the part of each bill submitted to the low volume consumer that relates to the commodity price, the phrase “YOU ARE BUYING YOUR ELECTRICITY FROM”, followed by the retailer’s name in capital letters and the retailer’s telephone number, website address and e-mail address as provided by the retailer; and*
- (b) make available on the bill up to 500 text characters, including blank spaces, for the information set out in (a).*

*Despite any Service Agreement, a retailer shall provide each applicable distributor with the retailer information listed in (a).*

3. Section 10.5.2 of the Retail Settlement Code is amended by adding the words “or processed” to the end of paragraph 1.
4. Section 10.5.3 of the Retail Settlement Code is amended by adding the words “Subject to section 10.5.4A,” at the beginning of the second paragraph of that, and changing the “A” of the first word of that section to “a”.
5. Section 10.5 of the Retail Settlement Code is amended by adding the following new section 10.5.4A:

#### **10.5.4A Notification of Transfer to Low Volume Consumer**

*Where a distributor processes an STR for a change in supply in respect of a low volume consumer under section 10.5.3 or 10.5.4, the distributor shall notify the low volume consumer of the transfer in writing within 5 business days of the date on*

*which processing of the STR has been completed. The notice must be sent to the low volume consumer separate from any other communication from the distributor, including the bill. Subject to any arrangements to the contrary that a distributor may have with a low volume consumer in relation to communications, the notice may be sent to the low volume consumer by courier, mail, facsimile or e-mail. The notice may not be given by telephone.*

*The notice must not include any promotional statements about the distributor's business or services, and must include the following:*

- (a) the name of the competitive retailer to which the consumer was transferred;*
- (b) the date on which the transfer became effective;*
- (c) whether the low volume consumer will continue to receive a bill from the distributor that includes the price of the electricity commodity under distributor-consolidated billing or whether the low volume consumer will be billed using split billing or retailer-consolidated billing; including the date on which the distributor expects the low volume consumer to receive their first bill from the distributor under the new supply arrangement, and*
- (d) information about how to contact the distributor if the low volume consumer has questions about the transfer.*

## Attachment D

### Proposed Amendments to the Gas Distribution Access Rule

1. Section 1.2.1 of the Gas Distribution Access Rule is amended by adding the following new definition after the definition of “gas vendor consolidated billing”:

*“low volume consumer” means a consumer who annually uses less than 50,000 cubic meters of gas or such other amount as may be prescribed for the purposes of section 2 of the Energy Consumer Protection Act, 2010;*

2. Section 4.3 of the Gas Distribution Access Rule is amended by adding the following new sections 4.3.10 to 4.3.12:

*4.3.10 Where a gas distributor processes an STR for a change in supply in respect of a low volume consumer under section 4.3.5 or 4.3.6, the gas distributor shall notify the low volume consumer of the transfer in writing within 5 business days of the date on which processing of the STR has been completed. The notice must:*

- (a) be sent to the low volume consumer in accordance with section 4.3.1.12 and separate from any other communication from the gas distributor;*
- (b) include the information set out in 4.3.1.11; and*
- (c) not include any promotional statements about the gas distributor’s business or services.*

*4.3.11 The notice referred to in section 4.3.10 must include:*

- (a) the name of the gas vendor to which the consumer was transferred;*
- (b) the date on which the transfer became effective;*
- (c) whether the low volume consumer will continue to receive a bill from the gas distributor that includes the price of the gas commodity under gas distributor-consolidated billing or whether the low volume consumer will be billed using split billing or gas vendor-consolidated billing; including the date on which the gas distributor expects the low volume consumer to receive their first bill from the gas distributor under the new supply arrangement; and*
- (d) information about how to contact the gas distributor if the low volume consumer has questions about the transfer.*

*4.3.12 Subject to any arrangements to the contrary that a gas distributor may have with a low volume consumer in relation to communications, the notice referred to in section 4.3.10 may be sent to the low volume consumer by*

*courier, mail, facsimile or e-mail. The notice may not be given by telephone.*

3. Section 6 of the Gas Distribution Access Rule is amended by adding the following new sections 6.1.4 and 6.1.5:

- 6.1.4 *In the case of gas distributor-consolidated billing, and despite any Service Agreement, a gas distributor shall, in respect of a low volume consumer that is served by a gas vendor:*
- (a) include, on the part of each bill submitted to the low volume consumer that relates to the commodity price, the phrase "YOU ARE BUYING YOUR GAS FROM", followed by the gas vendor's name in capital letters and the gas vendor's telephone number, website address and e-mail address as provided by the gas vendor; and*
  - (b) make available on the bill up to 500 text characters, including blank spaces, for the information set out in (a).*
- 6.1.5 *Despite any Service Agreement, a gas vendor shall provide each applicable gas distributor with the gas vendor information identified in section 6.1.4(a).*