# Verification Call Script for Residential Consumers – Dual Fuel Contracts Entered into Over the Internet

#### For use on and after January 1, 2017

#### Instructions for the use of this script:

- 1. This script must only be used for residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.
- 2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
- 3. The verification call must be terminated if Ontario Regulation 389/10 (General) made under the *Energy Consumer Protection Act, 2010* (the ECPA Regulation) or this script so requires. Among other things:
  - a. The ECPA Regulation requires that the verification representative stop the verification process if he or she is made aware that the energy retailer has committed an unfair practice, or if the verification representative has reasonable grounds to believe that the energy retailer has committed an unfair practice. Among other things, this requires that the verification representative terminate the verification process if at any time the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English, physical or mental disability, ignorance, illiteracy or another disadvantage.
  - b. The verification representative must terminate the verification process if at any time the consumer indicates that he or she is not comfortable with the verification call being recorded.
  - c.b. The verification representative must terminate the call if at any time it appears that the verification call is taking place on a date that is outside the window allowed by the ECPA Regulation.

Where the verification call must be terminated for any of the above reasons or as otherwise required by this script, before terminating the call the verification representative must advise the consumer that the verification process cannot continue and must explain in plain language the reason why that is the case. In providing that explanation, the verification representative cannot make any statements regarding any benefit to the consumer that may be lost as a result of the termination of the verification process, but must indicate in neutral terms that the contract will become invalid and that the consumer's energy supply arrangements will remain as they are on the date of the call.

4. If at any time the consumer indicates that he or she is not comfortable with the verification call being recorded, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification

<u>representative may ask the consumer if there is a more convenient time to call</u> again, but otherwise the call must then be terminated.

- 4.5. This script must be followed in the order presented below. Statements or questions in italics must be given or made verbatim as written. If the verification representative has any additional questions for the consumer, these may be asked once the script has been completed.
- 5.6. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the verification representative must end the call.
- 6-7. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the verification representative may refer to "contracts" instead of "contract" where appropriate in this script.

### A. Mandatory Greeting

If at any time during the Greeting portion of the script the consumer indicates that the consumer did not enter into a contract with the energy retailer, or does not recall having entered into a contract with the energy retailer, the verification agent may make up to two attempts to jog the consumer's memory. If the consumer still does not recall having entered into the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

- 1. The verification representative must provide the following information:
  - a. The name of the verification representative.
  - b. The name of the energy retailer on whose behalf the verification representative is acting.
  - c. The name of the company that employs the verification representative.
- 2. The verification representative may greet the consumer by name, and then must explain the purpose of the call:
  - a. For an inbound call: May I please confirm that you are calling to verify that you would like to continue with a contract to buy electricity and natural gas from [energy retailer name] for the home at [address]? Y/N

If the consumer answers no, the verification representative may offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.

- b. For an outbound call: Our records show that you signed up for a contract over the internet to buy electricity and natural gas for the home at [address]. I am calling today to confirm that you want would like to continue with that contract.
- 3. The verification representative must explain that the call is being recorded, after which the verification representative must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
- 4. The verification representative must ask the consumer if the consumer would like an opportunity to retrieve a copy of the contract, the disclosure statement and price comparisons for reference purposes before proceeding with the call.

## B. Mandatory Questions and Statements

1. Am I speaking with the person whose name is on the electricity and natural gas bills for the home at [address]? Y/N

If the consumer answers no, the verification representative may ask if the account holder is available for the call. If the consumer answers no, the verification representative may ask whether the consumer is the account holder's spouse and, if not, may ask if the consumer is authorized by the account holder to enter into a contract to buy electricity and natural gas for the home. When referring to the account holder, the verification representative must always refer to "the person whose name is on the electricity and natural gas bills" for the home. If no person that is legally permitted to enter into the contract comes to the phone, the verification representative must end the call.

- 2. The verification representative must confirm the consumer's full name, and may if desired confirm the consumer's electricity and gas account numbers.
- 3. Before I go on, I first have to record that today's date is [month, day, year].
- 4. Can you please confirm for me that you signed up for a contract over the internet to buy electricity and natural gas from [energy retailer name] for the home? Y/N

If the consumer answers no or does not recall whether they signed up for the contract, the verification representative may make up to two attempts to jog the consumer's memory. , but ill the consumer still does not confirm having entered into the contract, the verification representative may offer to resend the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and

price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

5. I have some other questions to ask you so that we can confirm that you want would like to continue with the contract. But before I do that, I have to tell you that you don't have to confirm that you want to continue with the contract if you don't want to. If you don't want to continue with the contract, you will keep buying your electricity and natural gas like you do today. And you won't have to pay any cancellation fees. Do you have any questions about that?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the verification representative <a href="may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise">otherwise</a> must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 6.

- 6. Do you understand that, if you confirm that you want to continue with the contract today, you will be buying your natural gas and electricity from [energy retailer name] for [X] years? Y/N
- 7. When you signed were signing up for the contract over the internet, was someone from [energy retailer name] or from a company that acts for [energy retailer name] there with you?

If the consumer indicates that a representative of the energy retailer was present when while the consumer entered into the contract over the internet, the verification representative must end the call. If the consumer confirms that no representative of the energy retailer was there, the verification representative may go to question 8.

8. [Energy retailer name] was required to send you an e-mail with the contract and other important documents after you signed up for the contract. I just want to make sure that you did in fact get all of that information. So I am going to ask you a few questions about that. First, did you get a copy of the contract by e-mail from [onergy retailer name] on [month, day, year]? Y/N

The verification representative must ask questions (a) through (c) below. If, in response to any question, If the consumer does not recall receiving the e-mail or the contract, disclosure statement or price comparisons (as applicable), the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there

is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

- (a) <u>First, did you get a copy of the contract by e-mail from [energy retailer name] on [month, day, year]? Y/N</u>
- 9. (b) Did the e-mail also include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer? Y/N

If the consumer does not recall receiving the e-mail or the disclosure statement, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

40. (c) Did the e-mail also include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your electricity utility and your natural gas utility? Y/N

If the consumer does not recall receiving the e-mail or the price comparison, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

- 119. I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas if you decide to continue with the contract today under the contract. Before I go on, I need to tell you that there is no guarantee that the contract will save you any money on your electricity or natural gas.
- 102. The verification representative must explain the contract price for electricity and natural gas. Unless the contract provides for a combined price for both commodities, the verification representative must do this separately for each commodity. The verification representative must then select the applicable version of this question:
  - a. For a contract with a combined price for electricity and natural gas: Do you have any questions about how much you will be paying for electricity and natural gas under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 113.

- b. For a contract with separate electricity and natural gas prices:
  - i. Do you have any questions about how much you will be paying for electricity under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question ii.

ii. Do you have any questions about how much you will be paying for natural gas under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 113.

113. We've now covered what you will be paying for electricity and natural gas if you continue with the contract under the contract. I have to explain that the contract price only covers part of your bill. You will still have continue to be responsible to for paying for other charges like delivery charges and taxes. You will also continue to be responsible for have to keep paying your share of the Global Adjustment, which will start to show up as a separate line on your electricity bill. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?

If the consumer has questions, the verification representative may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale

marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. <u>Under the law Aa</u>ll electricity consumers have to pay their a share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm the contract, you will have to pay your share of the Global Adjustment on top of the contract price.

If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 124.

124. Do you agree to continue with the contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N

If the consumer indicates they want more time to decide, the verification representative may attempt to schedule another verification call on a later date, but otherwise must end the call.

135. If you change your mind about the contract, you can tell [energy retailer name] that you want to cancel the contract up to 30 days after you receive the second bill that shows the contract price. You have to pay that bill, but you won't have to pay any cancellation fees. If you cancel after that, you may have to pay a cancellation fee. Do you have any questions about that?

If the consumer has questions, the verification representative may answer them or refer the consumer to the contract for details about the consumer's cancellation rights. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 146.

146. Now that you have confirmed that you want to continue with the contract, your electricity utility and gas utility will takes steps to switch you to the contract price. They will send you a letter once the switch has been done. The contract price will start to show up on the electricity and natural gas bills for the home after that. If you have any questions about that, you should contact [energy retailer name]. Their contact information is on your contract, but I can give it to you now if you'd like.

If the consumer wants contact information for the energy retailer, the verification representative must provide it.

157. You can get information about energy contracts, energy prices and your rights and <u>responsibilities obligations</u> as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N

If the consumer answers yes, the verification representative must provide the OEB's contact details.

## Verification Call Script for Non-Residential Consumers – Dual Fuel Contracts Entered into Over the Internet

For use on and after January 1, 2017

#### Instructions for the use of this script:

- 1. This script must only be used for non-residential consumers that have entered into a contract or contracts for natural gas and electricity over the internet.
- 2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
- 3. The verification call must be terminated if Ontario Regulation 389/10 (General) made under the *Energy Consumer Protection Act, 2010* (the ECPA Regulation) or this script so requires. Among other things:
  - a. The ECPA Regulation requires that the verification representative stop the verification process if he or she is made aware that the energy retailer has committed an unfair practice, or if the verification representative has reasonable grounds to believe that the energy retailer has committed an unfair practice. Among other things, this requires that the verification representative terminate the verification process if at any time the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English, physical or mental disability, ignorance, illiteracy or another disadvantage.
  - b. The verification representative must terminate the verification process if at any time the consumer indicates that he or she is not comfortable with the verification call being recorded.
  - e.b. The verification representative must terminate the call if at any time it appears that the verification call is taking place on a date that is outside the window allowed by the ECPA Regulation.

Where the verification call must be terminated for any of the above reasons or as otherwise required by this script, before terminating the call the verification representative must advise the consumer that the verification process cannot continue and must explain in plain language the reason why that is the case. In providing that explanation, the verification representative cannot make any statements regarding any benefit to the consumer that may be lost as a result of the termination of the verification process, but must indicate in neutral terms that the contract will become invalid and that the consumer's energy supply arrangements will remain as they are on the date of the call.

- 4. If at any time the consumer indicates that he or she is not comfortable with the verification call being recorded, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.
- 4.5. This script must be followed in the order presented below. Statements or questions in italics must be given or made verbatim as written. If the verification representative has any additional questions for the consumer, these may be asked once the script has been completed.
- 5.6. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the verification representative must end the call.
- 6-7. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the verification representative may refer to "contracts" instead of "contract" where appropriate in this script.

### A. Mandatory Greeting

If at any time during the Greeting portion of the script the consumer indicates that the consumer did not enter into a contract with the energy retailer, or does not recall having entered into a contract with the energy retailer, the verification agent may make up to two attempts to jog the consumer's memory. If the consumer still does not recall having entered into the contract, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

- 1. The verification representative must provide the following information:
  - a. The name of the verification representative.
  - b. The name of the energy retailer on whose behalf the verification representative is acting.
  - c. The name of the company that employs the verification representative.
- 2. The verification representative may greet the consumer by name, and then must explain the purpose of the call:

- a. For an inbound call: May I please confirm that you are calling to verify that you would like to continue with a contract to buy electricity and natural gas from [energy retailer name] for the business at [address]? Y/N
  - If the consumer answers no, the verification representative may offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
- b. For an outbound call: Our records show that you signed up for a contract over the internet to buy electricity and natural gas for the business at [address]. I am calling today to confirm that you want would like to continue with that contract.
- 3. The verification representative must explain that the call is being recorded, after which the verification representative must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
- 4. The verification representative must ask the consumer if the consumer would like an opportunity to retrieve a copy of the contract, the disclosure statement and price comparisons for reference purposes before proceeding with the call.

### B. Mandatory Questions and Statements

1. Am I speaking with the person whose name is on the electricity and natural gas bills for the business at [address]? Y/N

If the consumer answers no, the verification representative may ask if the account holder is available for the call. If the consumer answers no, the verification representative may ask whether the consumer is authorized by the account holder to enter into a contract to buy electricity and natural gas for the business. When referring to the account holder, the verification representative must always refer to "the person whose name is on the electricity and natural gas bills" for the business. If no person that is legally permitted to enter into the contract comes to the phone, the verification representative must end the call.

- 2. The verification representative must confirm the consumer's full name, and may if desired confirm the consumer's electricity and gas account numbers.
- 3. Before I go on, I first have to record that today's date is [month, day, year].
- 4. Can you please confirm for me that you signed up for a contract over the internet to buy electricity and natural gas from [energy retailer name] for the business? Y/N

If the consumer answers no or does not recall whether they signed up for the

contract, the verification representative may make up to two attempts to jog the consumer's memory. , but ill the consumer still does not confirm having entered into the contract, the verification representative may offer to resend the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

5. I have some other questions to ask you so that we can confirm that you want would like to continue with the contract. But before I do that, I have to tell you that you don't have to confirm that you want to continue with the contract if you don't want to. If you don't want to continue with the contract, you will keep buying your electricity and natural gas like you do today. And you won't have to pay any cancellation fees. Do you have any questions about that?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the verification representative <u>may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise</u> must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 6.

- 6. Do you understand that, if you confirm that you want to continue with the contract today, you will be buying your natural gas and electricity from [energy retailer name] for [X] years? Y/N
- 7. [Energy retailer name] was required to send you an e-mail with the contract and other important documents after you signed up for the contract. I just want to make sure that you did in fact get all of that information. So I am going to ask you a few questions about that. First, did you get a copy of the contract by e-mail from [energy retailer name] on [month, day, year]? Y/N

The verification representative must ask questions (a) through (c) below. If, in response to any question, If the consumer does not recall receiving the e-mail or the contract, disclosure statement or price comparisons (as applicable), the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparisons. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

(a) <u>First, did you get a copy of the contract by e-mail from [energy retailer name]</u> on [month, day, year]? Y/N

8. (b) Did the e-mail also include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer? Y/N

If the consumer does not recall receiving the e-mail or the disclosure statement, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

9. (c) Did the e-mail also include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your electricity utility and your natural gas utility? Y/N

If the consumer does not recall receiving the e-mail or the price comparison, the verification representative may offer to re-send the consumer a copy of the energy retailer's e-mail with the contract, disclosure statement and price comparison. The verification representative may also ask the consumer if there is a convenient time to call again once the e-mail has been sent to the consumer, but otherwise must end the call.

- <u>810.</u> I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas if you decide to continue with the contract today under the contract. Before I go on, I need to tell you that there is no guarantee that the contract will save you any money on your electricity or natural gas.
- 911. The verification representative must explain the contract price for electricity and natural gas. Unless the contract provides for a combined price for both commodities, the verification representative must do this separately for each commodity. The verification representative must then select the applicable version of this question:
  - a. For a contract with a combined price for electricity and natural gas: Do you have any questions about how much you will be paying for electricity and natural gas under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 102.

- b. For a contract with separate electricity and natural gas prices:
  - i. Do you have any questions about how much you will be paying for electricity under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question ii.

ii. Do you have any questions about how much you will be paying for natural gas under the contract?

If the consumer has questions, the verification representative may answer them. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 102.

102. We've now covered what you will be paying for electricity and natural gas if you continue with the contract under the contract. I have to explain that the contract price only covers part of your bill. You will still have continue to be responsible tefor paying for other charges like delivery charges, the debt retirement charge and taxes. You will also continue to be responsible for have to keep paying your share of the Global Adjustment, which will start to show up as a separate line on your electricity bill. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?

If the consumer has questions, the verification representative may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. Under the law Aall electricity consumers have to pay their share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you confirm the

contract, you will have to pay your share of the Global Adjustment on top of the contract price.

If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 113.

1<u>1</u>3. Do you agree to continue with the contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N

If the consumer indicates they want more time to decide, the verification representative may attempt to schedule another verification call on a later date, but otherwise must end the call.

124. If you change your mind about the contract, you can tell [energy retailer name] that you want to cancel the contract up to 30 days after you receive the second bill that shows the contract price. You have to pay that bill, but you won't have to pay any cancellation fees. If you cancel after that, you may have to pay a cancellation fee. Do you have any questions about that?

If the consumer has questions, the verification representative may answer them or refer the consumer to the contract for details about the consumer's cancellation rights. If the verification representative does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the verification representative must end the call. If the consumer indicates that they do not have any questions, the verification representative may go on to question 135.

135. Now that you have confirmed that you want to continue with the contract, your electricity utility and gas utility will takes steps to switch you to the contract price. They will send you a letter once the switch has been done. The contract price will start to show up on the electricity and natural gas bills for the business after that. If you have any questions about that, you should contact [energy retailer name]. Their contact information is on your contract, but I can give it to you now if you'd like.

If the consumer wants contact information for the energy retailer, the verification representative must provide it.

146. You can get information about energy contracts, energy prices and your rights and responsibilities obligations as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N

If the consumer answers yes, the verification representative must provide the OEB's contact details.

# Contract Renewal / Extension Call Script for Residential Consumers – Natural Gas and Electricity Contracts

For use on and after January 1, 2017

## Instructions for the use of this script:

- 1. This script must only be used for the renewal or extension of a residential consumer's contract or contracts for natural gas and electricity.
- 2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
- 3. Statements or questions in italics must be given or made verbatim as written.
- 4. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the salesperson must end the call.
- 5. Where this script requires that the renewal / extension call be terminated, except where otherwise provided the salesperson must, before terminating the call, explain to the consumer in plain language the reason why that is the case and indicate in neutral terms that the contract will not be renewed / extended and that the consumer's energy supply will be switched back to the consumer's gas and electricity utilities.
- 6. The salesperson must terminate the call if at any time the consumer indicates that he or she is not comfortable with the call being recorded.
- 6. If at any time the consumer indicates that he or she is not comfortable with the call being recorded, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.
- 7. The salesperson must terminate the call if at any time it appears that the renewal / extension call is taking place on a date that is after the date on which the original contract expired.
- 8. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the salesperson may refer to "contracts" instead of "contract" where appropriate in this script.
- 9. Where the script refers to the terms "renew / extend" or "renewal / extension", the salesperson may substitute "renew" or "extend", or "renewal" or "extension", as applicable.

## A. Mandatory Greeting

- 1. The salesperson must provide the following information:
  - a. The name of the salesperson.
  - b. The name of the energy retailer on whose behalf the salesperson is acting. If the salesperson wishes to do so, the salesperson may also provide the name of the company that employs the salesperson (if other than the energy retailer).
- 2. The salesperson may greet the consumer by name, and then must explain the purpose of the call:
  - a. For an inbound call: May I please confirm that you are calling to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for the home at [address]? Y/N
    - If the consumer answers no, the salesperson may answer the consumer's enquiry or offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
  - b. For an outbound call: I am calling to see if you would like to renew / extend your contract with [energy retailer name] to buy electricity and natural gas for the home at [address].
- 3. The salesperson must explain that the call is being recorded, after which the salesperson must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
- 4. The salesperson must ask the consumer if the consumer would like an opportunity to retrieve a copy of the consumer's existing contract and the renewal / extension materials sent to the consumer by the energy retailer before proceeding further with the call.

### B. Mandatory Questions and Statements

1. Am I speaking with the person whose name is on the electricity and natural gas bills for the home at [address]? Y/N

If the consumer answers no, the salesperson may ask if the account holder is available for the call. If the consumer answers no, the salesperson may ask whether the consumer is the account holder's spouse and, if not, may ask if the

consumer is authorized by the account holder to enter into a contract to buy electricity and natural gas for the home. When referring to the account holder, the salesperson must always refer to "the person whose name is on the electricity and natural gas bills" for the home. If no person that is legally permitted to renew / extend the contract comes to the phone, the salesperson must end the call.

- 2. The salesperson must confirm the consumer's full name, and may if desired confirm the consumer's electricity and gas account numbers.
- 3. Before I go on, I first have to record that today's date is [month, day, year].
- 4. I have some other questions to ask you so that we can confirm that you wantwould like to renew / extend your contract. But before I do that, I have to tell you that you don't have to renew / extend the contract if you don't want to. The supply of gas and electricity to the home will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 5.

5. Our records show that [energy retailer name] sent you an offer to renew / extend your contract on [date] by [specify method of delivery]. The offer package should have included a number of documents. I just want to make sure that you did get all of that information. So I am going to ask you some questions about that.

The salesperson must ask questions (a) through (d) below. If the consumer does not recall receiving any particular document, the salesperson may offer to resend it. The salesperson may also ask the consumer if there is a convenient time to call again once the material has been sent to the consumer, but otherwise must end the call.

- (a) Did the package include a renewal / extension form from [energy retailer]? Y/N
- (b) Did the package include a copy of the new contract that will apply if you choose to renew / extend the contract? Y/N
- (c) Did the package include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer? Y/N

(d) Did the package include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your gas utility and your electricity utility? Y/N

If only one renewal / extension option was offered on the renewal / extension form, the salesperson should go to question 8. If more than one renewal / extension option was offered on the renewal / extension form, the salesperson must ask questions 6 and 7. If one renewal / extension option was offered on the renewal / extension form for one commodity, but more than one renewal / extension option was offered on the renewal / extension form for the other commodity, the salesperson must ask questions 6 and 7 for the commodity for which multiple options are offered.

6. The renewal / extension form that you received from [energy retailer name] sets out certain pricing options. Do you have any questions about those options?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 7.

7. Which of those options, if any, would you like to select?

If the consumer indicates that he or she does not want to renew / extend the contract, the salesperson must end the call. If the consumer requests more time to think about it, the salesperson may ask if there is a convenient time to call back, but otherwise must end the call. If the consumer selects one of the options, the salesperson may go on to question 8.

- 8. I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas if you decide to renew / extend the contract today under the contract. Before I go on, I need to tell you that there is no guarantee that the new contract will save you any money on your electricity or natural gas.
- 9. The salesperson must explain the contract price for electricity and natural gas under the option(s) selected by the consumer. Unless the contract provides for a combined price for both commodities, the salesperson must do this separately for each commodity. The salesperson must then select the applicable version of this question:

a. For a contract with a combined price for electricity and natural gas: Do you have any questions about how much you will be paying for electricity and natural gas under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

- b. For a contract with separate electricity and natural gas prices:
  - i. Do you have any questions about how much you will be paying for electricity under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question ii.

ii. Do you have any questions about how much you will be paying for natural gas under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

10. We've now covered what you will be paying for electricity and natural gas if you renew / extend the contract today under the contract. I have to explain that the price under the new contract still only covers part of your bill. You will still have continue to be responsible for to paying for other charges like delivery charges and taxes. You will also continue to be responsible for have to keep paying your share of the Global Adjustment, which you see as a separate line on your electricity bill today. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?

If the consumer has questions, the salesperson may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. Under the law Aall electricity consumers have to pay their a share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you renew / extend the contract, you will continue to pay your share of the Global Adjustment on top of the contract price.

If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 11.

11. Do you agree to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N

If the renewal / extension term is different for each commodity, the salesperson must ask question 11 twice, once for each commodity.

If the consumer indicates they want more time to decide, the salesperson may attempt to schedule another call on a later date, but otherwise must end the call.

If the consumer wishes to proceed with renewal / extension for one commodity but either (a) wants more time to decide about the other commodity or (b) indicates that the consumer does not want to renew / extend for the other commodity, the salesperson may continue the call in respect of the renewal / extension for which consumer is willing to proceed.

- 12. If you change your mind about renewing / extending the contract, you have 14 days from today to notify [energy retailer name] that you no longer wish to renew / extend the contract. The supply of gas and electricity to the home will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?
- 13. You can get information about energy contracts, energy prices and your rights and <u>responsibilities</u> <u>obligations</u> as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N

If the consumer answers yes, the salesperson must provide the OEB's contact details.

# Contract Renewal / Extension Call Script for Non-Residential Consumers – Natural Gas and Electricity Contracts

For use on and after January 1, 2017

### Instructions for the use of this script:

- 1. This script must only be used for the renewal or extension of a non-residential consumer's contract or contracts for natural gas and electricity.
- 2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
- 3. Statements or questions in italics must be given or made verbatim as written.
- 4. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the salesperson must end the call.
- 5. Where this script requires that the renewal / extension call be terminated, except where otherwise provided the salesperson must, before terminating the call, explain to the consumer in plain language the reason why that is the case and indicate in neutral terms that the contract will not be renewed / extended and that the consumer's energy supply will be switched back to the consumer's gas and electricity utilities.
- 6. The salesperson must terminate the call if at any time the consumer indicates that he or she is not comfortable with the call being recorded.
- 6. If at any time the consumer indicates that he or she is not comfortable with the call being recorded, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.
- 7. The salesperson must terminate the call if at any time it appears that the renewal / extension call is taking place on a date that is after the date on which the original contract expired.
- 8. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the salesperson may refer to "contracts" instead of "contract" where appropriate in this script.
- 9. Where the script refers to the terms "renew / extend" or "renewal / extension", the salesperson may substitute "renew" or "extend", or "renewal" or "extension", as applicable.

## A. Mandatory Greeting

- 1. The salesperson must provide the following information:
  - a. The name of the salesperson.
  - b. The name of the energy retailer on whose behalf the salesperson is acting. If the salesperson wishes to do so, the salesperson may also provide the name of the company that employs the salesperson (if other than the energy retailer).
- 2. The salesperson may greet the consumer by name, and then must explain the purpose of the call:
  - a. For an inbound call: May I please confirm that you are calling to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for the business at [address]? Y/N
    - If the consumer answers no, the salesperson may answer the consumer's enquiry or offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
  - b. For an outbound call: I am calling to see if you would like to renew / extend your contract with [energy retailer name] to buy electricity and natural gas for the business at [address].
- 3. The salesperson must explain that the call is being recorded, after which the salesperson must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
- 4. The salesperson must ask the consumer if the consumer would like an opportunity to retrieve a copy of the consumer's existing contract and the renewal / extension materials sent to the consumer by the energy retailer before proceeding further with the call.

# B. Mandatory Questions and Statements

1. Am I speaking with the person whose name is on the electricity and natural gas bills for the business at [address]? Y/N

If the consumer answers no, the salesperson may ask if the account holder is available for the call. If the consumer answers no, the salesperson may ask if the consumer is authorized by the account holder to renew / extend the contract to buy electricity and natural gas for the business. When referring to the account holder, the salesperson must always refer to "the person whose name is on the electricity and natural gas bills" for the business. If no person that is legally permitted to renew / extend the contract comes to the phone, the salesperson must end the call.

- 2. The salesperson must confirm the consumer's full name, and may if desired confirm the consumer's electricity and gas account numbers.
- 3. Before I go on, I first have to record that today's date is [month, day, year].
- 4. I have some other questions to ask you so that we can confirm that you want would like to renew / extend your contract. But before I do that, I have to tell you that you don't have to renew / extend the contract if you don't want to. The supply of gas and electricity to the business will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 5.

5. Our records show that [energy retailer name] sent you an offer to renew / extend your contract on [date] by [specify method of delivery]. The offer package should have included a number of documents. I just want to make sure that you did get all of that information. So I am going to ask you some questions about that.

The salesperson must ask questions (a) through (d) below. If the consumer does not recall receiving any particular document, the salesperson may offer to resend it. The salesperson may also ask the consumer if there is a convenient time to call again once the material has been sent to the consumer, but otherwise must end the call.

- (a) Did the package include a renewal / extension form from [energy retailer]? Y/N
- (b) Did the package include a copy of the new contract that will apply if you choose to renew / extend the contract? Y/N

- (c) Did the package include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer? Y/N
- (d) Did the package include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your gas utility and your electricity utility? Y/N

If only one renewal / extension option was offered on the renewal / extension form, the salesperson should go to question 8. If more than one renewal / extension option was offered on the renewal / extension form, the salesperson must ask questions 6 and 7. If one renewal / extension option was offered on the renewal / extension form for one commodity, but more than one renewal / extension option was offered on the renewal / extension form for the other commodity, the salesperson must ask questions 6 and 7 for the commodity for which multiple options are offered.

6. The renewal / extension form that you received from [energy retailer name] sets out certain pricing options. Do you have any questions about those options?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 7.

7. Which of those options, if any, would you like to select?

If the consumer indicates that he or she does not want to renew / extend the contract, the salesperson must end the call. If the consumer requests more time to think about it, the salesperson may ask if there is a convenient time to call back, but otherwise must end the call. If the consumer selects one of the options, the salesperson may go on to question 8.

- 8. I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas if you decide to renew / extend the contract today under the contract. Before I go on, I need to tell you that there is no guarantee that the new contract will save you any money on your electricity or natural gas.
- 9. The salesperson must explain the contract price for electricity and natural gas under the option(s) selected by the consumer. Unless the contract provides for a combined price for both commodities, the salesperson must do this separately for

each commodity. The salesperson must then select the applicable version of this question:

a. For a contract with a combined price for electricity and natural gas: Do you have any questions about how much you will be paying for electricity and natural gas under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

- b. For a contract with separate electricity and natural gas prices:
  - i. Do you have any questions about how much you will be paying for electricity under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question ii.

ii. Do you have any questions about how much you will be paying for natural gas under the contract?

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

10. We've now covered what you will be paying for electricity and natural gas if you renew / extend the contract today under the contract. I have to explain that the price under the new contract still only covers part of your bill. You will still have continue to be responsible to for paying for other charges like delivery charges and taxes. You will also continue to be responsible for have to keep paying your share of the Global Adjustment, which you see as a separate line on your electricity bill today. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?

If the consumer has questions, the salesperson may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. Under the law Aall electricity consumers have to pay theira share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you renew / extend the contract, you will continue to pay your share of the Global Adjustment on top of the contract price.

If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 11.

11. Do you agree to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N

If the renewal / extension term is different for each commodity, the salesperson must ask question 11 twice, once for each commodity.

If the consumer indicates they want more time to decide, the salesperson may attempt to schedule another call on a later date, but otherwise must end the call.

If the consumer wishes to proceed with renewal / extension for one commodity but either (a) wants more time to decide about the other commodity or (b) indicates that the consumer does not want to renew / extend for the other commodity, the salesperson may continue the call in respect of the renewal / extension for which consumer is willing to proceed.

- 12. If you change your mind about renewing / extending the contract, you have 14 days from today to notify [energy retailer name] that you no longer wish to renew / extend the contract. The supply of gas and electricity to the business will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?
- 13. You can get information about energy contracts, energy prices and your rights and obligations responsibilities as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that

oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N

If the consumer answers yes, the salesperson must provide the OEB's contact details.