



Joel Denomy
Technical Manager, Regulatory
Applications

tel 416-495-5499
EGIRegulatoryProceedings@enbridge.com

Enbridge Gas
500 Consumers Road
North York, Ontario M2J 1P8
Canada

November 21, 2019

VIA RESS, EMAIL and COURIER

Board Secretary
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, Ontario, M4P 1E4

**Re: Enbridge Gas Inc. ("Enbridge Gas")
EB-2018-0319 – Open Bill Access Services
Supplementary Evidence**

In accordance with the Ontario Energy Board's (the "Board") Decision and Procedural Order No. 8 dated November 11, 2019, enclosed please find Enbridge Gas' supplementary evidence for the above noted proceeding.

The submission has been filed through the Board's RESS and will be available on the Enbridge website at: www.enbridgegas.com/Regulatory-Proceedings.

Please contact the undersigned if you have any questions.

Yours truly,

(original signed)

Joel Denomy
Technical Manager, Regulatory Applications

EXHIBIT LIST

A – GENERAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
<u>A</u>	1	1	Exhibit List
	2	1	Application

B – WRITTEN DIRECT

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>	
<u>B</u>	1	1	Open Bill Access Services	
			EB-2013-0099 Settlement Agreement	
			Open Bill Access Billing and Collection Services Agreement – Clean	
			Open Bill Access Billing and Collection Services Agreement – Blackline (versus 2013 version)	
	2	1	Supplementary Partial Settlement Proposal – Supplementary Evidence	/U
		2	Current OBA Complaint and Dispute Management Process – Supplementary Evidence	/U
		3	Exit & Termination Fees – Supplementary Evidence	/U

OPEN BILL ACCESS: SUPPLEMENTARY PARTIAL SETTLEMENT PROPOSAL –
SUPPLEMENTARY EVIDENCE

Introduction

1. Enbridge Gas Inc. (Enbridge Gas), on October 23, 2019 filed with the Ontario Energy Board (the Board) a Supplementary Partial Settlement Proposal (October Settlement Proposal) in relation the continuance of the Open Bill Access (OBA) Program. On November 11, 2019, the Board issued Decision and Procedural Order No. 8 for the EB-2018-0319 proceeding approving the October Settlement Proposal.
2. The October Settlement Proposal approves the continuation of the OBA Program until the earlier of: the time when Enbridge Gas files an application to expand the OBA services into the Union Gas service area; or the end of Enbridge Gas's deferred rebasing period.
3. The October Settlement Proposal identifies items that were relevant to Enbridge Gas's request to continue the OBA services. The Parties settled all items but two, which have been submitted to the OEB for its determination. The two unsettled items are the following:
 - i) What control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Gas bill through the OBA services?
 - ii) What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge Gas bill?

4. Enbridge Gas agreed to provide brief supplementary evidence about its current approach and practices relevant to each of the unsettled items.
5. Exhibit B, Tab 2, Schedule 2 relates to unsettled item number i) and Exhibit B, Tab 2, Schedule 3 relates to unsettled item ii).

OPEN BILL ACCESS SUPPLEMENTARY EVIDENCE: CURRENT OBA COMPLAINT
AND DISPUTE MANAGEMENT PROCESS

1. Enbridge Gas' current dispute and complaint management process for the OBA Program is set out below. It is consistent with section 7.6 of the OBA Agreement, a copy of which is reproduced at Attachment 1 to this Exhibit. A full version of the current OBA Agreement is found at Exhibit B, Tab 1, Schedule 1. The operational details of the dispute and complaint management process are set out in section 3.7 of the OBA Biller User Manual, a copy of which is included as Attachment 2 to this Exhibit. A full version of the OBA Biller User Manual is attached to the response to BOMA interrogatory #6.

Dispute Process

2. If an OBA customer calls Enbridge Gas to dispute a charge from a Biller, the dispute is logged in the Enbridge Gas Dispute Tracker, and it is reported to the Biller in the daily dispute report. Depending on the details provided, the dispute is logged as "CPA" or "non-CPA". CPA refers to the Ontario *Consumer Protection Act, 2002*. A "CPA" dispute involves an allegation that the Biller has failed to comply with obligations under the CPA (such as incomplete disclosure, failure to provide a cooling off period, or improper door-to-door transaction, misrepresentation and failure to provide a copy of the contract). A "non-CPA" dispute does not relate to an allegation of non-compliance with the CPA.
3. As of July 30, 2019 Enbridge Gas customers with an online account may elect to initiate the dispute process online. The option for an OBA customer to raise disputes by calling Enbridge Gas remains in effect.

4. In terms of timing, Enbridge Gas begins measuring elapsed time as soon as a dispute is logged in Enbridge Gas' Dispute Tracker. There are two scenarios:
 - a) The dispute is a non-CPA dispute. In this instance the Biller has 45 days to resolve the dispute; and
 - b) The dispute is a CPA dispute. In this instance the Biller has 15 days to resolve the dispute.
5. There are three high-level outcomes:
 - i. A charge is taken off the bill when the Biller resolves it with the customer and agrees not to bill further charges and/or credits the previous billed charges;
 - ii. The Biller does not resolve the dispute in the time specified. Enbridge Gas then removes the disputed charge(s) from the bill. Enbridge Gas also blocks that product from being billed to that customer from that Biller going forward; or
 - iii. The customer agrees to the charges and pays the bill. In this instance the dispute is resolved and the billed item remains and will continue to be charged to the customer in the future.
6. If the Biller informs Enbridge Gas that the dispute is resolved then it is recorded as resolved. If the customer calls again to say the dispute is not resolved, the dispute process restarts. In this instance, however, the Biller only has the remaining days from the original dispute start date to resolve the dispute.

7. If the dispute is reinstated by the customer after the expiry of the 45 or 15 days time limit, the Biller is given 5 business days to resolve the dispute. If the dispute is not resolved then the charges are credited back to the customer (and charged back to the biller).
8. In the response to Vista interrogatory #4 Enbridge Gas provided the number of disputes by bill type code under the OBA program from 2014 to 2018. Enbridge Gas has now determined that some of the disputes noted in the table included in that response were counted more than once in certain instances. An updated interrogatory response to Vista #4 is provided in Attachment 3 to this Exhibit.
9. The number of disputes per year relative to the total number of bills issued per year is shown in Table 1. Enbridge Gas notes that the number of disputes per year as a percentage of total bills per year is very small. The information contained in Table 1 comes from the response to HVAC interrogatory #29 which is included in Attachment 4 to this Exhibit and the updated response to Vista #4 contained in Attachment 3 to this Exhibit.

Table 1: Total Disputes per Year and Total Number of Bills per Year

	2014	2015	2016	2017	2018
Total Disputes	27,402	30,819	26,601	25,272	26,373
Total Number of Bills	17,235,033	17,218,806	17,071,374	16,945,352	16,834,525
Disputes as a Percentage of Bills	0.16%	0.18%	0.16%	0.15%	0.16%

then have a period of sixty (60) days within which to satisfy such third party claim, upon the prior written approval of the Indemnified Party of such settlement. Failing any settlement of the third party claim, the Indemnifier shall within ten (10) days of the end of such period give notice to the Indemnified Party as to whether it intends to dispute such third party claim and participate in or assume the defense thereof or not so dispute, participate in or assume. If the Indemnifier fails to provide such notice, the Indemnifier will be deemed to have provided notice that it will not so dispute, participate in or assume.

7.5 Limitations

7.5.1 Subject only to Subsection 7.5.2, and notwithstanding any other provision of this Agreement, (A) the liability of each Party and their respective directors, officers, employees and agents to the other Party, whether founded in tort or breach of contract or otherwise, shall be limited to the loss sustained by such other Party as a result of direct damage sustained by such other Party, and (B) each Party's maximum aggregate liability to the other Party under any provision of this Agreement, whether founded in tort or breach of contract or otherwise, shall not exceed an amount equal to the last twelve (12) months of Billing Fees paid under this Agreement, or, where less than twelve (12) months have elapsed, twelve (12) times the average of the monthly fees paid or payable by the Biller during such shorter period.

7.5.2 The limitation in Subsection 7.5.1 shall not apply in respect of: (A) the obligation of the Company to pay any Payment Amount to the Biller as provided in this Agreement, (B) the liability of either party for a breach of its obligations under Article X; and (C) the liability of a party for any claim to the extent arising as a result of (i) the fraud, gross negligence or wilful misconduct of such party, or (ii) the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.2(C)(ii) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.5.3 For certainty, (A) a Party shall not be liable for any indirect or consequential losses, including loss of profits, business interruption losses, or any losses as a result of claims by third parties, and (B) in no event shall a Party be liable for any aggravated or non-compensatory damages, including punitive or exemplary damages, whether by statute, in tort or contract.

7.5.4 The limitation in Subsection 7.5.3 shall not apply in respect of: (A) the liability of either party for a breach of its obligations under Article X; and (B) the liability of a party for any claim to the extent arising as a result of the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.4(B) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.6 Disputes between Customer and Biller

The following provisions shall apply if any Customer shall: (A) make any claim in relation to any breach of a Customer Services Agreement by the Biller, or (B) cancel or repudiate a Customer Services Agreement or claim the right to do so, or (C) dispute the existence of a Customer Services Agreement, or (D) assert any counterclaim, defense, or offset against amounts due for the Customer

Services, or refuse to pay any amount for which it is invoiced hereunder based on any of the foregoing (each, a "**Customer Billing Dispute**"):

- (a) the Company shall forthwith notify the Biller of the existence of the Customer Billing Dispute, and to the extent the Biller, rather than the Company, receives notice of the Customer Billing Dispute, the Biller shall forthwith notify the Company of the existence of such Customer Billing Dispute;
- (b) the Company shall notify the Biller of the particulars of each Customer Billing Dispute, including the At-Issue Amount, as and to the extent the Company becomes aware of such particulars;
- (c) the Company shall be entitled, in its sole and absolute discretion, at any time thereafter and upon notice to the Biller, to:
 - (i) not make any changes to the Service Bill for such Customer in respect of the relevant Customer Services, or the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (ii) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (iii) (A) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; and (B) as part of the relevant Reconciliation pursuant to Section 4.4, deduct or net out from the amount otherwise to be paid to the Biller an amount equal to the Customer Services charges (including applicable Taxes) at issue in the dispute (the "**At-Issue Receivable**") multiplied by the Biller Percentage (the product being the "**At-Issue Amount**"), which deduction or net-out shall reduce the Company's obligation to pay the Payment Amount by an amount equal to the At-Issue Amount; and (C) refund to the relevant Customer the full amount of any At-Issue Receivable, in respect of which the At-Issue Amount has been so deducted or netted-out; and (D) have such At-Issue Receivable removed from the Customer's bill; and (E) adjust the Company's records accordingly;

notwithstanding the Company's right in Subsection 7.6(c)(iii)(C) to refund to the Customer the full amount of the At-Issue Receivable, if the At-Issue Receivable which is part of the Customer Billing Dispute includes Customer Services charges which were billed to the Customer more than two (2) years prior to the date on which the notification is given pursuant to Subsection 7.6(a), then, except where the matter is the subject of litigation involving the Customer Billing Dispute, the Company shall not refund that part of such At-Issue Receivable which was billed to the Customer more than two (2) years prior to such notification date;

for certainty, if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(i), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(ii) or Subsection 7.6(c)(iii), and if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(ii), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(iii);

- (d) the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer, and
 - (i) where the Customer Billing Dispute is not in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within forty-five (45) days of the notification given pursuant to Subsection 7.6(a); or
 - (ii) where the Customer Billing Dispute is in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Company shall notify the Biller of such determination and the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within fifteen (15) days of the notification given pursuant to Subsection 7.6(a);

in either case, the "**Resolution Period**";

- (e) if the Customer Billing Dispute is not resolved within the applicable Resolution Period, then the Company shall be entitled thereafter to take the actions and exercise its rights as set out in Subsection 7.6(c);
- (f) the Biller shall regularly and fully inform the Company regarding the status of each Customer Billing Dispute (including particulars of the matter at issue, the Biller's position and the reasons therefore, and how the Biller intends to resolve it), and, without limiting the foregoing obligation of the Biller, the Biller shall fully inform the Company regarding such status of any Customer Billing Dispute within two (2) Business Days of receipt of a request from the Company in such regard;
- (g) at any time and from time to time, the Company may contact the Customer directly to discuss the status and particulars of the relevant Customer Billing Dispute;
- (h) if a Customer Billing Dispute is resolved, then the Biller shall forthwith so notify the Company, including the particulars of such resolution, and any amount to be billed to the Customer by the Company as a result of such resolution shall be treated in the usual manner under this Agreement;

- (i) a Customer Billing Dispute shall not be considered to have been resolved if the Company is notified by the Biller that a Customer Billing Dispute has been resolved, and the Company is subsequently advised by the Customer, or its representative, that the Customer Billing Dispute has not been resolved; and
- (j) in no event, and notwithstanding any action or inaction by the Company in respect thereof, shall the Company have any responsibility or liability with respect to any Customer Billing Dispute or any At-Issue Receivable or any action taken by the Company pursuant to this Section 7.6 or in respect of such Customer Billing Dispute, provided the Company has acted reasonably in the circumstance.

7.7 Disputes Between the Parties

7.7.1 Mechanism for Resolution of Disputes - With the exception of i) the exercise of rights by the Company pursuant to Section 7.6 or ii) the exercise of rights of termination pursuant to Sections 8.4, 8.5 or 8.6, all disputes, claims, questions or differences between the Parties arising out of or in connection with this Agreement or its performance, enforcement or breach (each a "**Services Dispute**"), shall be resolved in the manner set out in this Section 7.7. For certainty, if the Company exercises its rights under Section 7.6 or if a Party gives to the other Party a notice pursuant to Section 8.4, 8.5 or 8.6, then the Biller or such other Party, as the case may be, shall not be entitled to pursue resolution of any Services Dispute related thereto pursuant to this Section 7.7.

7.7.2 Notice of Dispute - A Party claiming that a Services Dispute has arisen must forthwith give written notice (a "**Dispute Notice**") to the other Party specifying the nature of the dispute, the relief sought and the basis for the relief sought.

7.7.3 Meeting between Parties - Within five (5) Business Days following delivery of a Dispute Notice by either Party, the Parties must commence the process of attempting to resolve the Services Dispute by referring such Services Dispute to their respective representatives within their organizations and shall cause their respective representatives to meet, discuss and negotiate in good faith with the intention of reaching a just and equitable solution satisfactory to both Parties.

7.7.4 Binding Arbitration - If the Services Dispute is not resolved to the satisfaction of the Parties within fifteen (15) Business Days after delivery of the Dispute Notice, then either Party may, upon notice to the other Party (the "**Arbitration Notice**"), at any time thereafter require the Services Dispute to be resolved by binding arbitration pursuant to this Section 7.7.4:

- (a) The Services Dispute shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) based upon the provisions of this Section 7.7;
- (b) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) Business Days following delivery of the Arbitration Notice. If the Parties are unable to

mutually agree on an arbitrator within such period, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to rule upon the particular matter to be decided, shall be independent of each of the Parties and shall have reasonable experience in arbitrating business disputes;

- (c) The arbitrator shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within sixty (60) days of the receipt by one of the Parties of the Arbitration Notice;
- (d) The arbitration shall take place in Toronto, Ontario, and the language of the arbitration shall be English;
- (e) To the fullest extent permitted by Applicable Laws, any controversy concerning whether a Services Dispute is an arbitral matter or as to the interpretation or enforceability of this Section 7.7 shall be determined by the arbitrator. The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. The costs of arbitration include the arbitrator's fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and disbursements and reasonable costs of preparation. After completion of the arbitration an action may be initiated by the Parties in court only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the arbitration;
- (f) Subject to Article X, and except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Applicable Laws, the Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding; and
- (g) In no case shall the Company delay, cease or threaten to delay or cease the provision of any Billing Service pending the resolution of a Services Dispute, other than where the estimated aggregate monetary value of the then outstanding Services Disputes exceeds either 20% of the Billing Fee otherwise owing by the Biller to the Company for the relevant Billing Periods or 20% of the Actual Billed Amounts for the relevant Billing Periods (as applicable, depending on the nature of the Services Disputes(s)). Subject to the foregoing, pending the resolution of any Services Disputes, the Biller shall pay to the Company one-half of the Billing Fee plus applicable Taxes otherwise payable pursuant to Article IV in respect of the Billing Services provided by the Company that relate specifically to the Services Dispute. Following resolution of the Services Dispute, the Biller shall reimburse the Company for any underpayment and the Company shall reimburse the Biller for any overpayment, as the case may be, but in each case

Section 3.5 Daily and Month End Reporting

EGD provides detailed daily and monthly financial and operational reports. Reports will be made available on EGD's secure SFTP server for downloading, and can be opened with Microsoft Excel. See **Chapter 8** for sample reports and how to read them.

Section 3.6 Customer General Inquiries

The EGD Call Center handles general inquiries related to Biller charges. Customers with detailed inquiries will be advised to contact the relevant Biller directly. **The Biller must notify the EGD Biller Hotline if their call centre or customer service department will be unavailable for a significant amount of time (for example, due to technical or resource issues) so EGD can prepare for increased customer calls.** The following table lists examples of general inquiries which EGD would handle:

Question	Answer
<i>"There is a charge under Biller XXX. What is this for? Why is it on my EGD bill?"</i>	EGD will describe the OBA Service and provide the Customer with Biller contact information if further details are required.
<i>"My rental unit is not working - can you send someone to fix it?"</i>	EGD will direct the Customer to call the Biller.
<i>"I want to buy out my merchandise from the Biller. What should I pay?"</i>	If the Biller used the Loan functionality described above, the EGD Customer Service Representative will be able to provide the buyout information directly to the Customer. If the Biller did not use the Loan functionality described above to bill these charges, the Customer will be referred back to the Biller for the buyout information.
<i>"I don't agree with the charge from the Biller."</i>	EGD will initiate a Customer Billing Dispute and notify the Biller of the dispute and the date that it must be resolved by. If left unresolved after the due date then the Customer will get a credit and the Biller's charges will be removed from the Customer's Service Bill and new transactions sent by the Biller for this Customer with the same Bill Type Code will be blocked.

Section 3.7 Customer and Biller Dispute Handling

EGD provides a tracking service for disputes between Billers and Customers, but it is the Billers' responsibility to manage customer relations and resolve conflicts. In the case of Customer inquiries regarding the Biller charges, the EGD Call Centre will provide details on the billed items including the amounts billed, balances on account, billing schedule etc., and any specifics about EGD charges. For any queries pertaining to Biller services, their charges, and the specifics of Biller Customer Services, the EGD Call Centre will provide the Customer with the Biller's contact information.

If a Customer calls EGD to dispute a Biller's charge then EGD will inform the Biller via the daily Disputes Report and begin tracking the case. The Disputes Report identifies the "Date Dispute must be solved" for each Customer Billing Dispute.

Customer Billing Disputes are deemed "closed" in the disputes tracking system if either of the following occurs:

- the Customer Billing Dispute is closed in the tracking system by Biller (status updated to "cancelled"). The Biller may close the Customer Billing Dispute in the tracking system if it has resolved the dispute with the Customer (for example, the Customer agrees to pay for the Customer Services, agrees to a credit to settle the Customer Billing Dispute, agrees to delete the related charges from the Service Bill, etc.), or the Biller has advised the Customer that the Biller will remove the charge from the OBA Service; or
- the Customer Billing Dispute is closed in the tracking system by EGD (status updated to "completed"). EGD will close the Customer Billing Dispute if it is not closed in the tracking system by the Biller by the "Date Dispute must be solved" identified in the Disputes Report.

Billers have the responsibility to communicate the status of each Customer Billing Dispute to the Biller Hotline by email. If no information is provided by the "Date Dispute must be solved", EGD will close the Customer Billing Dispute in the tracking system.

With respect to Customer resolutions, Enbridge will only accept resolutions from the Biller that specifically state that the Customer agrees with the resolution of the Customer Billing Dispute. If the Biller does not state in its resolution submission that the Customer agrees with the resolution the Customer Billing Dispute will be deemed to be unresolved. (Please see below with respect to reinstated Customer Billing Disputes.)

If the resolution of the Customer Billing Dispute requires the Biller to delete a transaction or provide a credit to the Customer, the Biller must perform such activity prior to the Customer's next billing date immediately following the resolution of the dispute. If the Customer calls EGD in respect of a credit or deletion that was not performed by the Biller prior to the Customer's billing date, the Customer Billing Dispute may be reinstated.

If EGD closes the Customer Billing Dispute then the Customer will be credited the amount in dispute and future transactions sent through the CIS OBA Service interface for that Customer will be blocked at the Bill Type Code level until the dispute is resolved with the Customer. When the Customer Billing Dispute is resolved with the Customer the block is removed.

Special Considerations for Rate Ready Transactions

If Rate Ready related Customer Services like Loans, Standing Requests and Rentals are the subject of a Customer Billing Dispute, and the Biller determines it does not wish to continue billing the disputed Customer Services, the Biller must send a Rate Ready delete transaction (Action Type of "D") to ensure that the charges in dispute do not continue to bill. Billers will be able to confirm that the delete transaction has been

successful by checking the following day's Dispute Report and their outbound Acknowledgement Files. Note that in conjunction with a Rate Ready delete transaction, the Biller should ensure that a credit is submitted if a refund is required, otherwise the Customer may reinstate the dispute.

If the Biller resolves the Customer Billing Dispute with the Customer after the Rate Ready Standing Request, Loan or Rental has been removed then it will be the Biller's responsibility to contact the Biller Hotline to notify EGD that the Customer Billing Dispute has been resolved with the Customer and then re-add the Standing Request, Loan or Rental using a Rate Ready add transaction (Action Type of "A").

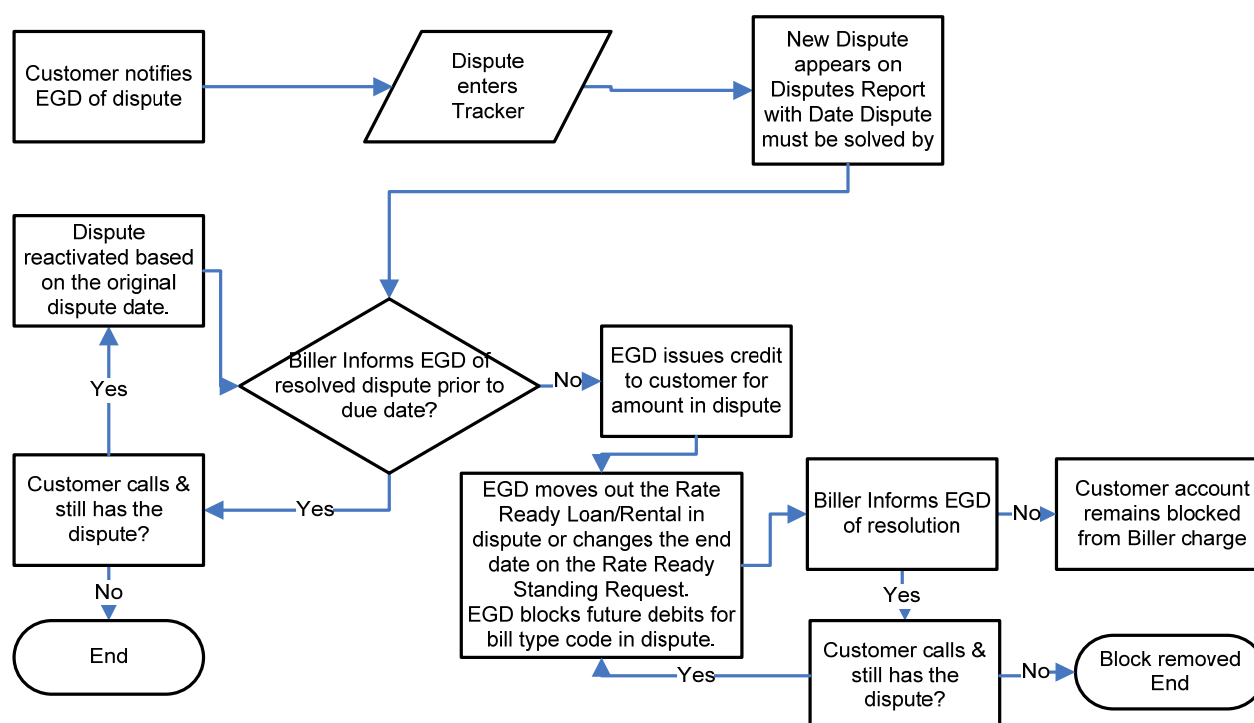
If EGD closes the Customer Billing Dispute then the following activities will take place:

- If the Customer Billing Dispute is related to a **Rate Ready Standing Request**, the end date of the Standing Request will be changed by EGD to the "Date Dispute must be solved" plus one day thus stopping this charge.
- If the Customer Billing Dispute is related to a **Rate Ready Rental** – EGD will move out the contract selecting 2 (Open Bill - Biller Initiated). This move out will not appear on the move report.
- If the Customer Billing Dispute is related to a **Rate Ready Loan** – EGD will move out the contract selecting 2 (Open Bill - Biller Initiated). This move out will not appear on the move report.

[Remainder of page intentionally left blank.]

Flow Diagram of Customer Billing Dispute Process

The Biller Disputes process flow diagram below illustrates the dispute process.



Reinstated Disputes

A reinstated dispute is one where:

- the Customer did not agree with the Biller's original dispute resolution and requests that Enbridge reinstate the dispute; or
- the Biller did not perform the activities required by the dispute resolution (e.g. deleting a transaction or providing a credit) within the time period discussed above.

Reinstated disputes can be identified on the Disputes Report by looking at the Reinstatement Indicator field (the 2nd last field on the dispute detail record). If this indicator is greater than zero (>0) then this is a reinstated dispute.

Previously Disputed Charges

Billers shall not bill charges that were the subject of, associated with, related to or arose out of, a Customer Billing Dispute unless the Customer has agreed to the resolution. This responsibility applies to all Billers that seek to bill such charges, regardless of whether the Biller originally submitted the charge that resulted in the Customer Billing Dispute, or whether a new Biller is requesting EGD to bill such a charge. EGD reserves the right to delete Rate Ready transactions, block Bill Ready transactions, and to credit and reverse all billings of charges associated with, relating to or arising out of Customer Billing Disputes unless the Customer has agreed to the resolution and rebilling of such charges.

Dispute Messages displayed on Customer's Service Bills:

There are three dispute bill messages:

- **Active Dispute:** The Customer is advised that there is an active dispute on their account against a specific Biller. The message identifies the Biller and the dispute reference number.
- **Resolved by Biller:** The Customer is advised that their dispute has been resolved by the Biller. The message refers the Customer back to the Biller if more information is required.
- **Resolved by Enbridge:** The Customer is advised that their dispute has been resolved by Enbridge. The message advises the Customer that the Biller may pursue these charges outside of the Enbridge OBA Service.
- **Note:** Where multiple disputes are active /resolved, all applicable dispute numbers will be referenced in the bill message.
- This is an example of the bill message for an active dispute.

	Charges From Other Companies		Messages From Other Companies
Hawaiian Comfort	Rental Water Heater \$17.64 +HST Jan 15, 2014 - Feb 11, 2014 HST (Registration - 866631906) 2.29	Hawaiian Comfort Billing 416-123-4567 Sales & Service 416-234-5678 To learn more about our product line call us at 1-800-555-5556	There is a dispute on your account regarding charges from Hawaiian Comfort . Your dispute reference number(s): 0123456789

[Remainder of page intentionally left blank.]

- This is an example of the bill message for a dispute resolved by a Biller.

 Charges From Other Companies	 Messages From Other Companies
<div data-bbox="284 357 625 430" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Hawaiian Comfort </div> <div> <div>Rental Water Heater</div> <div>Jan 15, 2014 - Feb 11, 2014</div> <div>HST (Registration - 866631906)</div> </div> <div> <div>\$17.64 +HST</div> <div>2.29</div> </div>	<div> Hawaiian Comfort Billing 416-123-4567 Sales & Service 416-234-5678 </div> <div> To learn more about our product line call us at 1-800-555-5556 </div> <div style="border: 2px solid red; padding: 10px; margin-top: 10px;"> Hawaiian Comfort has resolved the following Disputes(s): 0123456789. For more information please Contact Hawaiian Comfort </div>

[Remainder of page intentionally left blank.]

- This is an example of the bill message for a dispute resolved by Enbridge.

	Charges From Other Companies		Messages From Other Companies
Hawaiian Comfort	Rental Water Heater \$17.64 +HST Jan 15, 2014 - Feb 11, 2014 HST (Registration - 866631906) 2.29	Hawaiian Comfort Billing 416-123-4567 Sales & Service 416-234-5678	To learn more about our product line call us at 1-800-555-5556
		Enbridge has resolved the following Hawaiian Comfort Dispute(s): 0123456789. If Hawaiian Comfort determines that these charges are valid, they may pursue them outside of the Enbridge Billing Process	

Section 3.8 *Biller Inquiries & Support*

The Transaction File interface will be run daily (every calendar day); however, support to the Billers will only be offered during Business Days. Billers with OBA transactions, account, and customer information related questions or concerns may contact EGD at the **Biller Hotline** at **1-866-501-8586**, or by email to:

Biller_Inquiry@accenture.com Hours of operation are Monday to Friday, 8am to 6pm (excluding statutory and civic holidays).

Note: System availability may be limited from time to time due to planned or unplanned outages due to maintenance.

The following are examples of inquiries which the Biller Hotline would handle:

- Dispute resolutions and questions - "Can you provide more information about a Customer's dispute?"
- Manual enrollment cases - "Can you provide me with an update on Emma case number #####",
- Customer Loan balances and prepayments,
- Creation of Collective accounts (this allows the Customer to get 1 invoice for multiple child accounts),
- If the Biller needs help to perform a Product/Service removal or manual adjustment that the Biller is having problems with,
- If the Biller needs help to understand the Customer's invoiced amounts related to the Biller's charges,
- If the Biller needs help with the Miscellaneous address information if the address is being used for a Customer match,
- "Is this customer within EGD's franchise area?" EGD will determine if the customer is within or outside of EGD's franchise area.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Preamble: VISTA would like to better understand the extent of biller/customer disputes under the OBA program, and how they are managed by EG.

Question:

- a) Is it EG's policy to allow billers to include buyout, liquidated damages, or any other post-contract charges on customer bills?
- b) Are there any rules or restrictions on the inclusion of such charges?
- c) Are there specific billing codes to be used for such charges? If so, please indicate what those billing codes are and how EG identifies such charges.
- d) Please provide any data that EG has on the types and numbers of biller/customer disputes, by year, for each the 5 years ending December 31, 2018.
- e) To the extent that EG has a policy for handling of biller/customer disputes beyond that written into the OBA agreement already filed, please provide a copy of any such policy. Please include in this response a copy of any EG billing policy related to OBA biller/customer complaint handling (beyond that already filed as part of the OBA agreement).
- f) Please file copies of any EG customer service representative scripts which address or reflect EG's policy on response to biller/customer complaints.
- g) Under what circumstances will EG become involved in a biller/customer dispute or otherwise in customer inquiries regarding the applicability of a biller/customer contract? Please provide a comprehensive response to this question.
- h) Does EG utilize an outside call center for customer service that also represents any third party biller(s)? If so, please identify the biller(s)?
- i) If the answer to part (h) of this question is yes, how does EG ensure that the call centre maintains separation between its services for EG and its services for the biller(s) in addressing customer inquiries and otherwise interacting with customers? Please provide a comprehensive response to this question

Response

- a) and b) Under the OBA Agreement, the Biller engages the Company to provide Billing Services in respect of amounts payable by the Customer pursuant to its Customer Services Agreement with the Biller. That may include rental buyout and other post-contract items. There are a series of covenants, representations and warranties in the OBA Agreement provided by each Biller with respect to the validity of the charges that the Biller requests the Company to bill (for example, Section 2.6 of the OBA Agreement). All charges submitted by a Biller for inclusion on the Company Bill must meet the requirements set out in the OBA Agreement (including the Manual).
- c) The billing code for a buyout is: Bill Type Code 128 – Rental Buyout. Other billing codes are set out in the table below.
- d) The table below sets out the number of disputes by billing item for the years requested. This table has been updated to remove items that have been counted more than once in the previously filed interrogatory response. /u

Bill Type Code	Bill Type Code Description	2014	2015	2016	2017	2018
0001	Merchandise	447	437	335	275	235
0002	Forced Air Furnace	18	17	9	130	248
0004	Account Set-up		14	6	7	4
0005	Comm. / Ind. Equipment	1	1	2		
0007	Dishwasher				2	
0010	Air Conditioning	100	202	279	383	411
0011	Energy Audit				1	1
0013	Water Heater	211	262	228	254	192
0014	Humidifier	7	16	7	44	198
0016	Swimming Pool Heater			3	1	1
0020	Back Up Generator		3	1	3	3
0021	Fireplace		1	2	1	
0022	Air Cleaner	1	13	103	782	1,685
0025	Chimney Liner Charge	6	5	1	6	1
0026	Ducting / Piping Charge	71	67	82	58	46

0028	Air Filter Program				2	11
0030	Energy Eff. Products	97	131	123	74	39
0031	Smart Thermostat	167	209	109	107	126
0032	Roof Replacement	2		1	3	
0035	Connected Home				30	100
0036	Hydronic Htg. Equip.	4	7	14	7	3
0037	Home Energy Monitoring				10	2
0038	Reduce Carbon Emissions				13	2
0040	Water Conserv. Prod.			3	2	1
0041	Home Security System	4	2	1	4	7
0042	Home Improvements	26	42	363	445	315
0044	Gas Boiler	4	6	6	4	5
0045	Window / Door	28	32	36	38	32
0046	Attic Insulation		1	1		2
0047	Account Settlement Rental HVAC	53	62	75	62	128
0048	Acct Settlement Rental Other	296	68	22	32	31
0049	Electrical Protection			2	56	172
0050	Kitchen Appliances					1
0051	Water Heater	6,375	6,854	4,841	4,544	4,560
0052	Water Heater	80	78	82	65	58
0053	Space Heater			1	2	3
0054	Conversion Burner	26	24	18	10	2
0055	Rental Discount			3		
0056	Space Conditioner	10	13	8	24	151
0057	Make-Up Air	6	1		1	2
0059	Heat Exchanger	1		4	12	10
0060	Furnace	792	1,328	1,427	1,175	925
0061	Res. HVAC	544	706	734	733	863
0062	Comm. HVAC	16	28	26	24	36
0063	Fireplace	1				
0064	Unit Heater				2	3
0065	Air Conditioner	338	531	666	568	461
0067	Commercial Water Heater	260	257	214	182	144
0068	Commercial Conversion Burner	4	6	1	4	2
0069	Commercial Space Heater	1				1
0070	Supplemental Equipment	6	3	1	4	8
0072	Commercial Space Conditioner		2			4

0073	Home Services		2	1	1	
0074	Water Softener	62	292	601	960	1,456
0075	Drinking Water System	201	232	542	1,076	1,649
0076	Heating Protection Plan	4,241	4,518	3,447	2,546	2,212
0077	Water Heater Protection Plan		7	2	4	1
0078	Rooftop Protection Plan	4	1	1	6	6
0079	Make-Up Air Protection Plan	1		3	2	6
0080	Unit Heater Protection Plan	7	11	10	16	22
0081	Plumb / Drains Protection Plan	895	1,079	950	830	845
0084	Total Home Protection Plan	2,184	2,360	1,947	1,491	1,072
0087	Boiler Protection Plan	10	6	4	2	6
0088	Cooling Plan	686	963	880	799	796
0089	Duct Cleaning Plan	64	92	71	42	39
0090	Filter Protection Plan	7	9	8	8	13
0091	Carbon Offset	446	341	232	310	1,005
0093	Carbon Credit	1		2		
0094	Inspection	1				
0095	Misc Products / Serv.	277	165	12	3	3
0096	Service Visit Adjustment	72	71	61	46	31
0097	Service Visit	1,631	1,615	1,149	999	880
0098	Miscellaneous	44	221	330	271	278
0100	Payment Protection Plan Prem.	39	26	17	11	9
0104	Plan Assistance Premium	37	40	27	15	12
0105	Plan Assistance Premium Adj.		1			
0106	Heating Maintenance Plan	2,298	2,809	2,328	1,713	1,330
0107	Cooling Maintenance Plan	1,208	1,522	1,404	1,123	891
0108	Fireplace Maintenance Plan	269	306	269	238	188
0109	Total Home Plan	85	101	58	71	145
0110	Protection Plan Adjustment	55	47	33	40	40
0112	Extended Service Plan Adj.					
0115	Customer Service Sales Adj.					
0116	Heating Protection Plan Adj.	52	94	49	58	40
0117	Cooling Protection Plan Adj.	12	16	14	11	8
0118	Heating Maintenance Plan Adj.	195	274	151	103	102
0119	Cooling Maintenance Plan Adj.	84	92	48	39	40
0120	Fireplace Maint. Plan Adj.	6	7	2	2	2
0121	Plumbing/Drain Plan Adj.	17	11	12	14	14

0122	Total Home Plan	57	43	18	17	28
0123	Account Settlement Merchandise	11	5	4	3	2
0124	Acct Settlement Prot. Plan	453	337	551	585	334
0125	Account Settlement Rentals	557	469	534	649	692
0126	Account Settlement Service	50	42	36	25	21
0127	Customer Relations Adjustment	8	4	8	6	21
0128	Rental Buyout	401	460	395	423	560
0129	Rental Removal	164	225	311	255	48
0130	Rental Adjustment	7	12	17	30	100
0139	Discount	500	462	222	243	191
Grand Total		27,402	30,819	26,601	25,272	26,373

- e) and f) Enbridge Gas does not have any additional “policy” related to the determination or administration of disputes between Billers and Customers. Enbridge Gas does have a “factsheet” dealing with this topic that has been provided to its call centre provider. A copy of that “factsheet”, which includes suggested customer service representative scripts, is attached. Names of customers and Billers included in the sample documents found in the “factsheet” have been redacted.
- g) Enbridge Gas assists Customers in understanding how the dispute process works, and providing Biller contact information. Enbridge Gas does not comment on the “applicability” of the Customer Services Agreement. Enbridge Gas investigates and determines whether the Biller has complied with its obligations under the OBA Agreement in billing the Customer. For example, if the Customer alleges that there was a misrepresentation when entering into the Customer Services Agreement, Enbridge Gas will investigate to determine whether the Biller has breached its obligations under Section 2.6(b), (c) and/or (g) of the OBA Agreement. Depending on the results of Enbridge Gas’ investigation, if the charge does not comply with the Biller’s obligations under the OBA Agreement, Enbridge Gas will remove the charge from the Billing Services in accordance with the dispute resolution process in Section 7.6 of the Agreement
- h) and i) The Company’s call centre services are provided by Accenture Business Services for Utilities Inc. (“ABSU”). Enbridge Gas has been advised that ABSU does not provide call centre or customer-facing services to any Billers.

Open Bill Access - Vendor Disputes – Creating Disputes – OBA Factsheet

Audience: All Billing

Overview:

- This process outlines how to manage customer third party vendor (also known as Biller) disputes on both active and final accounts using the OBA Factsheet
- Customers can have multiple Open Bill items with different Billers
- Disputes can be issued on multiple open bill items at one time as long as the Biller is the same, if the Biller is different, then separate disputes must be issued
- The open bill items and amounts will all be listed in the OBA Factsheet
- Consumer Protection Act (CPA) disputes have a due date of fifteen (15) days, where Non-CPA disputes have a due date of 45 days.
- Incoming payment locks, posting locks and dunning locks will be applied where applicable. Refer to [Lock Rules](#) for more information. The locks will be for 45 days for a CPA dispute and 75 days for a non CPA dispute
- An outgoing payment lock will be placed on the account only if the account is final and it will be extended an extra day after the posting lock expires to avoid any refunds from being issued before the disputed items are cleared
- Interaction records and applicable emails will be generated automatically

Business Rules:

IMPORTANT NOTE: Always create a dispute case on the first contact from the customer, even if the customer indicates they have already contacted their Biller. Do not refer the caller back to their Biller for resolution.

NOTE: If the customer wants the Biller to invoice them using an alternate method and not on the Enbridge bill, the agent should refer the caller back to the Biller. This is not a dispute. Please, advise the customer that if the Biller cannot offer an alternate billing method, then the charges will continue to bill on the Enbridge bill, and our normal collection process will ensue for any unpaid amounts.

- All disputes are reviewed by the Back Office team (Manila).
 - CPA disputes (fraud and misrepresentation) are forwarded to Biller Inquiry for review
- Enbridge can only process refunds to a maximum of two (2) years from the initial date of the dispute.
 - This means any charges that have appeared on the customer's invoice for the first time in the past two years from the date of dispute.
 - The customer must contact the Biller for any refunds older than two (2) years
- This dispute process **does not apply** to commodity charges

Click on a link to go to the section:

[Overview of the OBA Factsheet](#)

[Handling an OBA Dispute](#)

[Step 1: Educate the customer about Enbridge and the Biller](#)

[Step 2: Review the Vendor Dispute Checklist](#)

[Step 3: Determine if this is a CPA Dispute](#)

[Step 4: Advise the customer about the dispute process](#)

[Step 5: Creating the Dispute](#)

[Locks Rules](#)

[Emails](#)

[Access a Case for an Existing Dispute](#)

[Midstream Cancellations](#)

[Bill Messages](#)

The OBA Factsheet is broken down into three different screens:

1. Select Products
2. Create Case
3. Confirmation

This screen will:

- Itemize all of the OBA charges found on an invoice divided up into Rentals & Loans and Standing Requests (including Rate Ready charges)
- Provide the Biller's name for each item and the start and end dates of the contracts
- List any active dispute cases and the date the dispute is issued
- The status of the dispute, the due date and completion reason (once complete)
- Whether the dispute was a CPA dispute or non-CPA dispute

[illegible]

This screen will:

- Display the Biller name
- Allow you to select CPA or Non-CPA
- Allow you to change the Amount of the dispute, refer to [Midstream Cancellations](#)
- Show the details of the product being disputed
- Allow you to change the Start date of the dispute
- Display the total disputed amount (including tax)
- The date the dispute is issued and the due date of the dispute
- A reason for the dispute must be entered
- Allow you to update the contact method and best time to reach the customer if contact is by phone

Note: Phone numbers and email address must be updated prior to accessing the OBA Factsheet

- Display how many days the locks will be applicable for
- Display that scripting has been provided to the customer
- Create and Cancel buttons

OBA Workflow
Back

Finish

1 2 3

Select Products Create Case Confirmation

Previous Next

Create Case

Billor Name:
CPA Dispute: Yes No

Disputed Products Selected

Change Amount

Product	Dollar Amount	Start Date	End Date	Product Unique Identifier	Dispute Start Date	Dispute End Date	Disputed Amount

Total Disp Amount Rentals:
Total Disp Amount Loans:
Total Disp Amount Stnd Req:
Total Disp Amount:
Date of Dispute:
Due Date:

Reason for Dispute:

Customer Information

Customer Name:
Pref. Contact Method: CONTACT1
Best Time to Contact:
Contact 1:
Contact 2:
Email:

Others

Incoming payment Lock: Yes No
Incoming Payment Lock Duration: 45 Days
Dunning Lock: Yes No
Dunning Lock Duration: 45 Days
Scripting Provided to Customer: Yes No
Outgoing Payment Lock Duration: Yes No
Outgoing Payment Lock Duration: 45 Days

Confirm Dispute Creation Cancel

Confirmation Page:

This screen will:

- Display successful messages for the creation of the case, sending the email, adding an interaction record and adding locks
- Display the customer's outstanding balance after the disputed amount has been put on hold
- List all OBA disputes on the account

OBA Workflow Back

Finish

✓ Case Number [REDACTED] is successfully created

✓ Interaction Record [REDACTED] created for Business Partner [REDACTED]

✓ Email sent successfully for Case# [REDACTED]

5 Messages

1 — 2 — 3

Select Products Create Case Confirmation

Previous Next

Confirmation

Outstanding Balance after Disputes: [REDACTED]

Disputes

☒ Send Email

Dispute State	Category	Case Number	Billor	Date opened	Original Due Date	Reversal Reason	CPA
[REDACTED]							

Other Items:

Protection Plans:

- If the account has only **ONE** Protection Plan billing and one corresponding Discount, select both items for dispute
- If the account has **More than ONE** Protection Plan billing and at least one Discount, select **only the Protection Plan(s)** in dispute. It is not necessary to select the discount(s), as the Biller will have the information required to determine which plan benefits from the discount.

Final Invoices:

- The final bill out of a rate ready charge will not show in the OBA Factsheet until after the final invoice is produced.

[Return to Top](#)

HANDLING AN OBA DISPUTE

Prior to creating a dispute:

- Always remember to validate the customer's email address and contact phone number prior to creating the dispute as this information is not editable inside the OBA Factsheet

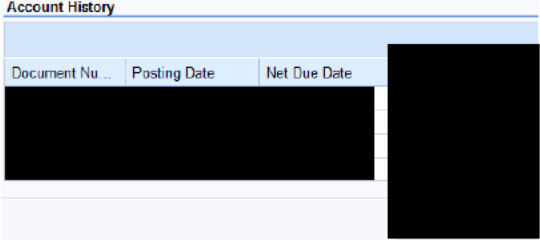
Step 1: Educate the customer about Enbridge and the Biller

"You have reached the Billing department at Enbridge Gas the regulated utility. The charge on your bill is from (Biller's name) and is not related to the services provided by Enbridge Gas. I am able to view the charges on your invoice but I have limited access."

Step 2: Review the Vendor Dispute Checklist:

Review the following items in this checklist prior to creating a Dispute Case.

<p>1. Check the bill to confirm there are no corresponding credits</p>	<ul style="list-style-type: none"> • To quickly check for corresponding credit, go to the Account Balance Item > Account History screen. Click on Origin Text and filter to only see Request which will only display Biller charges/credits. Manual
--	--

to off-set the disputed charge in question.	<p>Postings will show OBA credits if case worked was overdue.</p>  <ul style="list-style-type: none"> If there are credits on the bill advise the customer and refer them to their vendor for further explanation, if necessary.
2. Ensure that you know which Biller the dispute is for	<ul style="list-style-type: none"> For example: Biller A rental water heater was replaced by Biller B. Which Biller is responsible for the dispute? Would this be Biller A because they are continuing to bill for the rental, or would this be Biller B because they advised they would credit the customer? This dispute process does not apply to commodity charges or out-of-franchise non-gas accounts.
3. Question the customer for more information before raising the dispute.	<ul style="list-style-type: none"> Perhaps the customer only wants the PAP withdrawal suspended for that month instead of actually disputing the charge
4. Check to see if a dispute already exists for the same Biller, same product. Check for open and resolved dispute cases	<ul style="list-style-type: none"> The OBA Factsheet will not allow a new dispute to be raised if a dispute already exists for the same Biller, same product. If the customer is still complaining about a resolved case, follow process to reinstate the dispute
5. Is the dispute older than 2 years?	<ul style="list-style-type: none"> The customer must contact the Biller for any refunds older than two (2) years.

Step 3: Determine if this is a CPA Dispute:

Determine if the dispute falls under the **Consumer Protection Act (CPA)**, and must therefore be responded to within 15 days. **The dispute falls under the CPA if the customer:**

- Claims they did not sign a contract (for the product or service being charged)
- Did not receive a copy of the contract
- Claims that a door-to-door sales representative misrepresented themselves, to persuade the customer to sign the contract
- Misrepresented the company they worked for, and claimed to work for either the government or for Enbridge
- Told the customer he was required by Enbridge or by law to replace a water heater
- Told the customer he would get "credits" on his Enbridge account
- Tricked the customer into showing his Enbridge account

NOTE: CPA Disputes follow the normal 2 year timeframe for disputed charges, however agents should probe if a customer mentions being billed for many months/years and having never signed a contract. Please ask clarifying questions as this may just be a regular vendor dispute rather than a CPA dispute.

Step 4: Advise the customer about the dispute process:

Use the suggested scripting below (as applicable) to educate the customer about the dispute process:

Note: When advising the customer of emails, advise they will receive an email for each item disputed.

For charges older than 2 years: “Please note that Enbridge can only process disputes up to a maximum of 2 years from the initial date of the dispute. You will need to contact your biller for any disputes older than 2 years.”

[If recurring charge is being disputed, also:] “You should be aware that since this is a recurring charge, you will continue to see new charges on your bill until the dispute is resolved by your Biller, or removed by Enbridge.”

Email Address on File: *“I am forwarding your account for further review to ensure the issue will be resolved. This process could take up to 15/45 days (CPA or Non-CPA). I will send your dispute details including an outline of the dispute process to you via email. Please keep this information handy for when your Biller contacts you. Keep an eye on your junk email folder in case it ends up there. The email you receive will show an amount disputed. Please keep in mind if a credit is due to you, it may be different depending on the resolution you discuss with the Biller. In the meantime, please pay \$xx.xx by <date> and I will put a hold on this charge(s) for you.”*

No Email Address: *“I am forwarding your account for further review to ensure the issue will be resolved. This process could take up to 15/45 days (CPA or Non-CPA). I’m going to provide you with your reference number so that you’ll have it handy when your Biller contacts you.”*

Am I able to send the dispute details to you via email?

- *YES – “Great! To which email address can I send the dispute details? Keep an eye on your junk email folder in case it ends up there. In the meantime, please pay the following amount of \$xx.xx by <date> I will put a hold on this charge(s) for you.”*
- *NO – “Your reference number is xxxxx <provide case number>. Please keep it handy for when your Biller contacts you using a 1-800 number. In the meantime, please pay the following amount of \$xx.xx by <date> and I will put a hold on this charge(s) for you.”*

Step 5: Creating the Dispute:

Important: Prior to creating a dispute, always remember to validate the customer’s email address and contact phone number as this information is not editable inside the OBA Factsheet

1. Select **OBA Factsheet** from the Navigation Panel in the CIC
2. Select the OBA item(s) to be disputed
3. Click **Next**

4. If the dispute is a non-CPA dispute, then change the radio button to **No**
5. If applicable, change the Dispute Start Date using the dropdown arrow
6. Enter the reason for the dispute
7. Update the preferred contact method
8. Update the best time to contact if the customer would like to be contacted by phone
9. If the Agent is unable to provide the customer with applicable scripting (i.e: call disconnects in error) change the Scripting button to **No**
Note: There should not be any reason to change the Lock buttons
10. Click **Confirm Dispute Creation**

OBA Workflow

Finish

1 2 3

Select Products Create Case Confirmation

Previous Next

Create Case

Billor Name: [REDACTED]

CPA Dispute: ☐ Yes ☒ No 4

Disputed Products Selected

☒ Change Amount

Product	Dollar Amount	Start Date	End Date	Product Unique Identifier	Dispute Start Date	Dispute End Date	Disputed Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Disp Amount Rentals: [REDACTED]

Total Disp Amount Loans: [REDACTED]

Total Disp Amount Stnd Req: [REDACTED]

Total Disp Amount: [REDACTED]

Date of Dispute: 2019/05/02 Due Date: [REDACTED]

Reason for Dispute: 6

Customer Information

Customer Name: [REDACTED] 7

Pref. Contact Method: [REDACTED]

Best Time to Contact: [REDACTED]

Contact 1: [REDACTED] 8 Contact 2: [REDACTED]

Email: [REDACTED]

Others

Incoming payment Lock: ☒ Yes ☐ No

Incoming Payment Lock Duration: 75 Days

Dunning Lock: ☒ Yes ☐ No

Dunning Lock Duration: 75 Days

Scripting Provided to Customer: ☒ Yes ☐ No

Outgoing Payment Lock Duration: ☐ Yes ☒ No

Outgoing Payment Lock Duration: 75 Days

9

☒ Confirm Dispute Creation 10

11. Click Yes to confirm the creation of the dispute

Dispute Creation -- Webpage Dialog

Are you sure you want to create New Dispute ?

Yes No

On the confirmation page you will receive:

- Confirmation messages
- The customer's balance after disputes
- Summary of the Disputes section

Note: If multiple items were selected, then multiple cases will be displayed. CIS will automatically create the correct case types based on the products selected.

OBA Workflow Back

Finish

✓ Case Number [REDACTED] is successfully created

✓ Interaction Record [REDACTED] created for Business Partner [REDACTED] a

✓ Email sent successfully for Case# [REDACTED]

5 Messages

1 — 2 — 3

Select Products Create Case Confirmation

Previous Next

Confirmation

Outstanding Balance after Disputes: 1,400.07 b

Disputes

☒ Send Email c

Dispute State	Category	Case Number	Billor	Date opened	Original Due Date	Reversal Reason	CPA
[REDACTED]							

[Return to Top](#)

LOCK RULES

- Locks will be applied automatically as applicable (refer to the chart below)
- If there is an existing lock and a dispute is issued, the existing locks will be extended to the required dates
- If a new dispute is created while there is an existing one on file, the lock will be **adjusted** based on below logic:
 - For **contract account level** locks (ie: incoming, outgoing payment, and dunning locks): there is check on the basis of lock duration. Based on CPA/Non-CPA, if the old lock is expiring prior to 15days/45 days, a new lock will be placed automatically when new dispute is created
 - For **item level** locks (ie: posting/clearing and dunning locks): the new lock will always be placed automatically at item level

Lock type:	Lock applied at (level):	Duration:	Reason:
Dunning Lock	<ul style="list-style-type: none"> Item level (for a lump sum one-time charge dispute) Account level (for recurring monthly charge disputes) Account level if the item is cleared 	<ul style="list-style-type: none"> 45 days (CPA dispute) 75 days (non-CPA dispute) 	This will prevent Late Payment Penalties (LPP) from billing
Posting/Clearing Lock	<ul style="list-style-type: none"> Item level If the item is 	<ul style="list-style-type: none"> 45 days (CPA dispute) 	This will prevent any payment made by the customer from clearing the disputed item

	cleared, then no lock will be applied	<ul style="list-style-type: none"> 75 days (non-CPA dispute) 	
Incoming Payment Lock (for PAP customers) **Only if the customer does not want the full value of the invoice withdrawn via PAP.	<ul style="list-style-type: none"> Account level 	<ul style="list-style-type: none"> 45 days (CPA dispute) 75 days (non-CPA dispute) 	** This will prevent the invoice from being withdrawn via PAP. NOTE: Customer will need to pay by alternate method (for example: bank, cheque, web banking).
Outgoing Payment Lock (for final accounts)	<ul style="list-style-type: none"> Account level 	<ul style="list-style-type: none"> 1 day later than the Posting/Clearing lock (above) 	This will prevent the workflow from refunding any credit sent by the Biller before it clears the item(s) in dispute

[Return to Top](#)

EMAILS

- There will be two emails generated from the OBA Factsheet, when a case is generated and when a case is completed by the Biller
- A separate case will be issued for each open bill item even if it is created in the same dispute
- A separate email will be sent for each product disputed (if the customer selects a protection plan and a discount, this will send two emails)
- Emails can be resent from the OBA Factsheet, by selecting the applicable dispute and selecting **Send Email**

Disputes								
<input checked="" type="checkbox"/> Send Email								
Dispute State	Category	Case Number	Billor	Date opened	Original Due Date	Reversal Reason	CPA	

- Emails can be viewed or resent using the Correspondence History screen
 - Click the link in the Key column to view the email
 - Click **Reissue** to resend the email
- Note:** Disputes that are in the Canceled state on the OBA Factsheet will show as Completed in the Correspondence List

Correspondence List

Key	Corr. ID	Created On	Time	T...	Issue Date	Issue...	Actions
00KY00							

This dispute will be in the Canceled status on the OBA Factsheet

Update: Dispute on your Enbridge bill

@enbridgegas.com

@enbridgegas

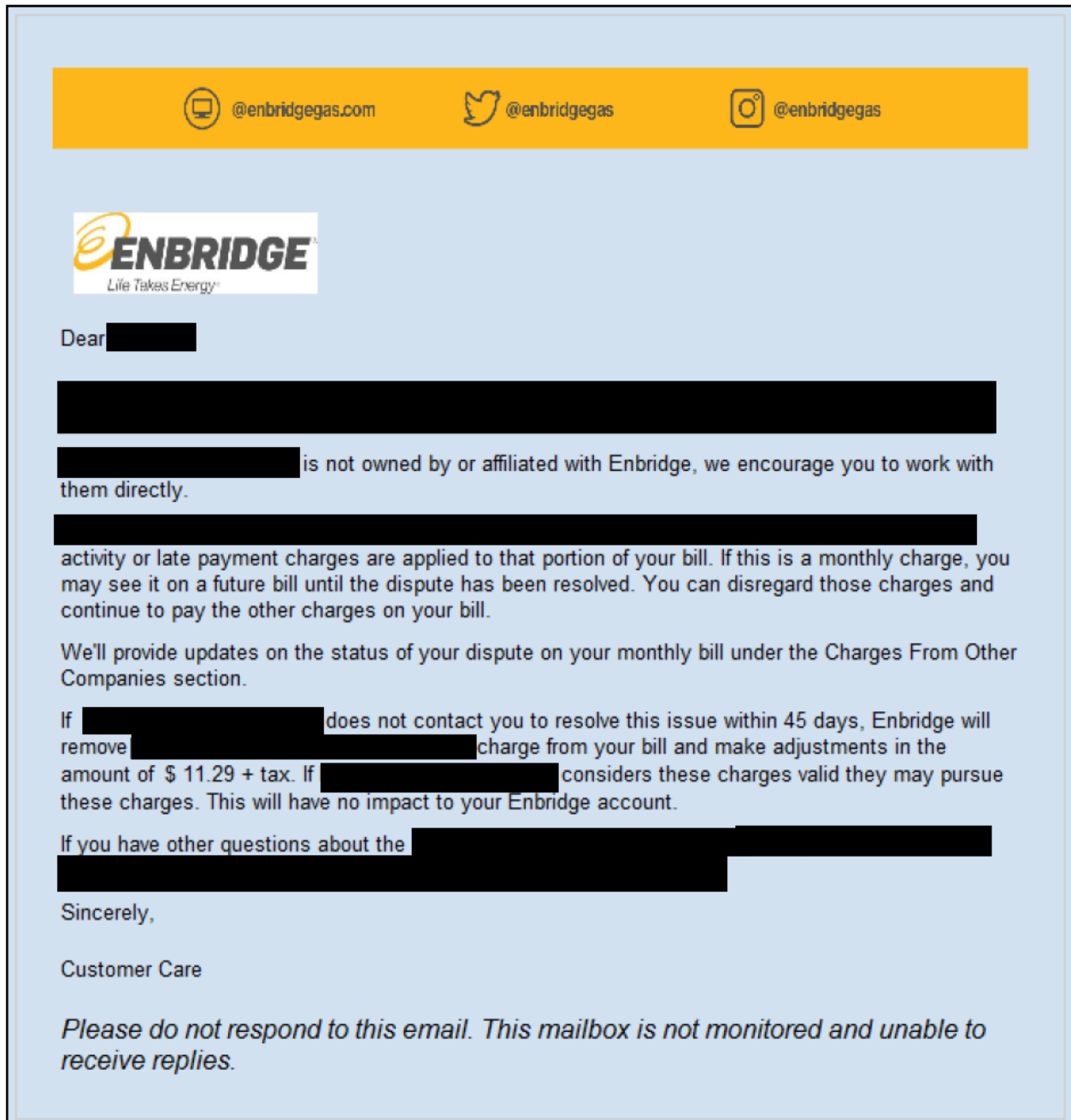
@enbridgegas

ENBRIDGE

Let's Take Enbridge

Dear H,

Dispute Created Example:



Dispute Created for Discount:



@enbridgegas.com



@enbridgegas



@enbridgegas



Dear [REDACTED]

A dispute for [REDACTED] has been created and they have been notified.

[REDACTED] is not owned by or affiliated with Enbridge, we encourage you to work with them directly.

We have placed a hold [REDACTED] to ensure no collection activity or late payment charges are applied to that portion of your bill. If this is a monthly charge, you may see it on a future bill until the dispute has been resolved. You can disregard those charges and continue to pay the other charges on your bill.

We'll provide updates on the status of your dispute on your monthly bill under the Charges From Other Companies section.

If [REDACTED] does not contact you to resolve this issue within 45 days, Enbridge will remove [REDACTED] charge from your bill and make adjustments in the amount of \$ 2.26- + tax. If [REDACTED] considers these charges valid they may pursue these charges. This will have no impact to your Enbridge account.

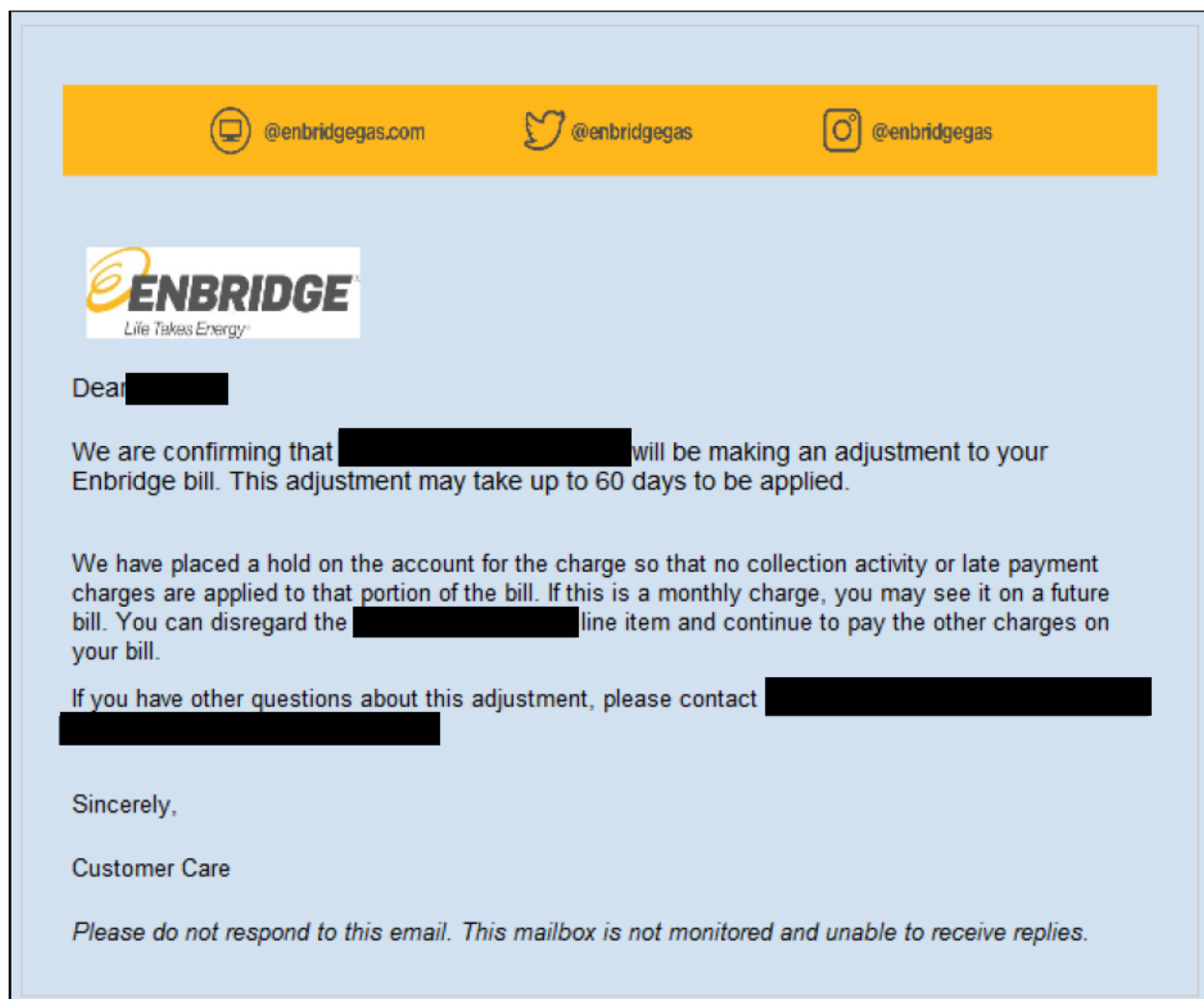
If you have other questions about the [REDACTED]

Sincerely,

Customer Care

Please do not respond to this email. This mailbox is not monitored and unable to receive replies.

Dispute Resolved:



[Return to Top](#)

ACCESS A CASE FOR AN ACTIVE DISPUTE

Note: Once a case is completed, it cannot be accessed from this screen

1. Select **OBA Factsheet** from the Navigation Panel
2. Double click on the corresponding link under Active Case numbers

OBA Workflow Back

Finish

1 Select Products 2 Create Case 3 Confirmation

Previous Next

Select Products

Rentals & Loans

Billor Name	Product	Dollar Amount	Start Date	End Date	Active Dispute	Dispute Date	Active Case Numb...	Product Unique Id...

Standing Requests

Billor Name	Product	Dollar Amount	Start Date	End Date	Active Dispute	Dispute Date	Active Case numb...	Product Unique Id...

Back 1 2 Forward

Disputes

☒ Send Email

Dispute State	Category	Case Number	Billor	Date opened	Original Due Date	Reversal Reason	CPA

The case will open through transaction launcher in Display mode. In order to update the case:

3. Click Switch between Display/Change and the fields will become editable.

EMMA Case

Change Clarification Case 110305419 3

Menu Save Back Exit Cancel System Switch between Display/Change Other Case Log Object Use in Other Cases

Case

Business Process Account Related Clarificatio... Status

Bus. Proc. Area Manual Clarification Cases Original Date

Case Category Description Due Date

Processor Forward Due To Priority

Prev. Processor Forwarding Reason

Objects **Procs** **Notes** **Messages** **Addl Data**

P	BObj	Short Description	Key	Description
		Contract Account		
		Business Partner		
		Bill Type Code		
		Standing Request		

MIDSTREAM CANCELLATIONS

1. From the Account Balance Items screen, confirm the amount of the bill out (including tax) to be added to the disputed amount
2. On the OBA Factsheet, select the product being disputed
3. Click **Next**
4. Select the product being disputed
5. Click **Change Amount**

6. Click inside the Disputed Amount field and it will become editable
7. Add the original disputed amount + bill out amount (including tax) and enter it in the Disputed Amount field
8. Click **Save Amount**

The Total Disp Amount fields will be updated.

9. Proceed with completing the rest of the dispute.

[Return to Top](#)

- Customers' invoices will display a message if an active Biller dispute exists on the Contract Account at the time of bill print
- The dispute message will be displayed on the invoice if, at the time of the bill print, the dispute status is New or In Process or Completed or Cancelled
- The message will be displayed on the 'Charges from Other Companies' page.
- If the customer has multiple disputes against different Billers, each one will be displayed beneath their respective Biller
- The message will be displayed for Mass Market, Large Business Accounts, and Collective account invoices
 - Biller disputes on a Collective Child account will be displayed on the Collective Parent, but will not indicate which Child account has the dispute
- The message will be displayed in the customer's language on file (English or French)
- The dispute message will not be displayed on the invoice if, at the time of the bill print there are no current (new) charges for the specific Biller with the active dispute case
- The dispute message will not be displayed on the invoice if, at the time of the bill print, the dispute status is Cancelled due to a duplicate issue.

Dispute Case Messages			
Dispute Case Status	Cancelled Code	Message On Bill	Functionality
New		You have an active dispute on your account. Your dispute reference number is: xxxxxxxxxxxx	The New status triggers this message and will appear until the status changes.
In Progress		You have an active dispute on your account. Your dispute reference number is: xxxxxxxxxxxx	The In Progress status triggers this message and will appear until the status changes.
Completed		Enbridge has resolved the following "biller" dispute(s) xxxxxxxxxxxx. If "biller" determines that these charges are valid, they may pursue them outside of the Enbridge Billing Process.	The Completed status triggers this message.

Cancelled	DUPL		The Cancelled DUPL status will not trigger a message
Cancelled	MGMT		The Cancelled MGMT status will not trigger a message
Cancelled	NLVD	Enbridge has resolved the following "biller" dispute(s) xxxxxxxxxx. If "biller" determines that these charges are valid, they may pursue them outside of the Enbridge Billing Process.	The Cancelled NLVD status will trigger this message.
Cancelled	OBRB	"biller" has resolved the following dispute(s): xxxxxxxxxx For more information please contact "biller".	The Cancelled OBRB status will trigger this message.

[Return to Top](#)

RELATED TOPICS

[Open Bill Access – Vendor Disputes – Lifecycle of a Dispute](#)

[Open Bill Access – Vendor Disputes – Follow-Up Process](#)

[Return to Top](#)

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Reference: [HVAC.12]

Question:

Please provide a table, in the same format as the attachment to HVAC.12, and using the same numbers to refer to each specific biller, showing the monthly actual numbers of billed items, by biller, for each of the years 2014-2018. Please provide the results in Excel format.

Response

Please see the updated response to HVAC Interrogatory #8. As explained in that response, Enbridge Gas is not able to provide the requested information as the data is not maintained in a manner that generates consolidated/summarized reports on number of charges billed. Enbridge Gas estimates that it would take around four weeks to generate the spreadsheet requested. It is not clear to Enbridge Gas that the usefulness of any response justifies this level of effort.

The attached Excel file shows the number of bills for each Biller, for each month of the years 2014 to 2018. The Billers are listed in the same manner as in the spreadsheet attached to HVAC Interrogatory #12. The Billers who did not have any 2018 bills are found at the bottom of the new spreadsheet.

Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
1,089,833	1,074,018	1,068,089	1,070,813	1,065,796	1,064,017	1,063,721	1,063,723	1,063,938	1,067,361	1,074,642	1,078,342	1,078,950	1,059,067	1,053,672	1,054,534	1,054,479	1,051,268	1,050,370	1,051,172	1,048,923	1,050,934	1,064,547	1,063,177	1,049,507	1,045,386	1,042,110	
179,512	176,748	175,463	175,775	174,608	174,328	173,942	172,905	173,044	173,601	174,642	172,953	169,952	167,972	166,485	167,767	167,423	171,316	170,778	170,587	169,818	169,689	171,282	171,006	168,645	167,713	166,605	
38,931	38,984	38,806	39,315	39,361	39,474	39,468	39,363	38,982	39,908	39,724	38,362	38,548	38,320	38,319	38,249	38,141	36,860	36,705	36,720	34,802	36,036	35,621	35,205	34,856	34,406		
18,891	18,984	18,985	19,260	19,390	19,561	19,681	19,821	19,886	19,998	20,045	19,163	20,401	20,521	20,736	20,866	21,014	21,160	21,249	21,350	20,475	21,479	21,580	19,798	21,838	21,961	22,121	
16,168	16,004	15,951	16,027	16,051	15,950	15,866	15,896	15,868	15,898	16,091	16,098	16,098	15,821	15,742	15,766	15,717	15,717	15,691	15,759	15,721	15,763	15,869	15,888	15,718	15,645	15,604	
14,882	14,911	14,874	14,886	14,759	14,765	14,854	14,896	14,817	14,970	15,224	15,176	14,879	14,773	14,809	14,766	14,750	14,879	14,901	15,186	15,435	15,308	15,864	15,864	15,357	15,357	12,241	
10,871	10,928	10,887	10,986	11,057	11,157	13,200	11,483	13,187	13,072	13,015	12,993	13,020	12,946	12,953	12,954	12,957	12,963	12,984	12,984	12,953	12,979	12,816	12,748	12,700	12,657	12,518	
3,451	3,808	4,046	4,340	4,767	5,366	5,891	6,393	6,880	7,297	8,191	8,641	8,850	9,436	10,066	10,642	11,040	11,514	11,804	11,080	11,489	11,936	12,863	13,547	13,459	13,808	14,040	
5,360	5,245	5,142	5,084	5,209	5,391	5,616	5,813	5,937	6,001	6,011	5,987	5,932	5,932	5,941	5,921	5,939	5,994	6,106	6,278	6,366	6,330	6,328	6,401	6,415	6,450	6,455	
185	251	313	412	553	751	962	1,175	1,216	1,480	1,781	3,072	3,384	3,487	3,852	4,157	4,369	6,189	5,765	6,240	5,841	6,422	6,701	6,852	6,853	6,802		
7,724	7,531	7,447	7,412	7,251	7,109	7,055	6,997	6,947	6,908	6,832	6,899	6,763	6,611	6,510	6,496	6,356	6,252	6,176	6,072	5,954	5,843	5,806	5,715	5,593	5,500	5,429	
5,498	5,540	5,679	5,735	5,823	5,878	5,993	6,087	6,205	6,349	6,620	6,878	7,163	7,360	7,510	7,662	8,054	8,279	8,410	8,343	8,057	8,692	8,478	8,406	8,402	8,281	8,184	
5,521	5,345	5,286	5,240	5,200	5,135	5,116	5,110	5,064	5,016	5,082	4,976	4,874	4,804	4,733	4,698	4,650	4,606	4,581	4,562	4,501	4,562	4,485	4,402	4,402	4,321	4,301	
5,015	4,937	4,949	4,952	4,976	4,983	3,468	3,451	3,457	3,494	3,558	3,544	3,502	3,512	3,522	3,538	3,579	3,608	3,616	3,637	3,602	3,614	3,668	3,635	3,593	3,575	3,565	
3,301	3,228	3,219	3,199	3,182	3,147	3,040	3,090	3,048	2,956	2,980	2,973	2,927	2,889	2,862	2,847	2,843	2,835	2,805	2,806	2,732	2,723	2,759	2,755	2,691	2,683	2,647	
2,548	2,551	2,545	2,569	2,554	2,551	2,581	2,566	2,579	2,464	2,832	2,621	2,581	2,570	2,567	2,581	2,571	2,573	2,582	2,580	2,581	2,573	2,635	2,634	2,592	2,571	2,585	
2,217	2,349	2,467	2,573	2,654	2,660	2,693	2,829	2,602	2,552	2,491	2,463	2,432	2,423	2,392	2,374	2,394	2,364	2,341	2,320	2,172	2,260	2,236	2,206	2,185	2,161	2,139	
1,723	1,734	1,730	1,771	1,784	1,797	1,826	1,842	1,864	1,897	1,955	1,967	1,954	2,001	2,035	2,076	2,104	2,106	2,128	2,148	2,158	2,178	2,223	2,250	2,219	2,234	2,250	
1,893	1,904	1,894	1,787	1,907	1,911	1,945	1,965	1,957	1,997	2,003	2,017	1,980	1,994	1,991	1,994	1,942	2,047	2,022	2,055	2,081	2,081	2,147	2,137	2,121	2,121	2,117	
2,716	2,779	3,109	3,345	3,479	3,706	3,943	4,193	4,118	3,631	3,787	3,950	4,027	4,042	4,221	3,066	2,021	2,060	2,057	1,927	1,824	1,877	1,853	1,990	2,069	2,143	1,737	
178	1,187	1,384	1,438	1,161	1,525	1,583	1,374	1,592	1,598	1,559	1,616	1,600	1,636	1,680	1,620	1,684	1,676	1,685	1,680	1,618	1,649	1,626	1,604	1,595	1,590	1,574	
0	0	0	0	560	1,696	1,739	1,741	1,733	1,728	1,745	1,770	1,728	1,728	1,559	1,678	1,675	1,663	1,665	1,654	1,549	1,605	1,588	1,564	1,548	1,548	1,549	
1,777	1,709	1,693	1,687	1,657	1,643	1,626	1,620	1,610	1,581	1,599	1,559	1,534	1,516	1,489	1,484	1,468	1,459	1,451	1,440	1,428	1,423	1,444	1,414	1,382	1,381	1,355	
1,249	1,263	1,274	1,290	1,286	1,284	1,291	1,293	1,295	1,315	1,331	1,359	1,325	1,314	1,323	1,323	1,316	1,329	1,325	1,335	1,331	1,344	1,369	1,362	1,355	1,362	1,359	
1,207	1,199	1,209	1,231	1,214	1,230	1,241	1,264	1,285	1,273	1,296	1,310	1,288	1,291	1,294	1,306	1,316	1,322	1,332	1,331	1,336	1,343	1,361	1,363	1,358	1,346	1,359	
862	872	874	900	902	918	950	962	986	1,008	1,031	1,042	1,037	1,032	1,043	1,060	1,083	1,099	1,108	1,118	1,132	1,155	1,194	1,209	1,213	1,240	1,240	
499	512	519	546	574	598	644	695	742	766	835	846	891	938	985	1,038	1,071	1,120	1,114	1,130	1,106	1,116	1,170	1,169	1,158	1,138	1,132	
1,021	1,022	959	1,022	1,010	1,013	1,012	1,004	1,001	996	996	999	1,000	998	992	994	989	989	983	982	981	981	975	977	976	977	973	
664	650	664	677	695	708	709	728	733	743	756	760	762	778	775	774	768	787	807	827	819	807	831	840	848	855	868	
412	399	407	421	429	433	443	441	451	446	463	465	463	460	473	481	486	492	494	511	521	508	520	522	523	521	524	
309	327	408	420	385	391	403	412	412	412	445	438	434	429	413	424	426	441	456	459	473	498	486	498	489	494	491	
2,585	2,534	2,542	2,545	2,543	2,505	488	458	452	447	443	445	437	425	426	421	422	417	411	416	414	403	413	409	400	397	395	
234	240	253	266	272	277	284	288	298	303	322	330	334	331	339	348	354	363	373	377	381	390	413	418	429	431	441	
2	1	22	48	79	119	158	203	243	270	295	308	324	341	359	383	398	388	381	398	388	381	405	408	428	431	467	
354	346	332	360	386	405	401	394	375	364	359	346	338	338	338	350	308	295	298	304	308	319	331	334	330	337	346	
177	170	162	158	171	314	313	315	312	314	310	305	304	302	302	300	289	281	309	310	323	321	318	313	314	314	317	
50	53	65	71	81	102	117	122	125	140	143	150	146	149	155	166	175	180	197	220	242	270	424	429	441	451		
209	205	203	216	215	219	222	219	229	231	242	246	244	252	251	252	259	259	274	274	279	303	306	314	314	313	319	
83	56	60	61	68	73	84	95	105	120	122	136	132	145	153	163	167	174	182	201	211	230	248	281	266	269	285	
192	194	193	194	195	196	196	203	200	201	201	198	195	198	209	206	210	209	208	207	201	196	205	202	205	208	206	
43	53	61	66	72	77	81	93	97	101	107	111	123	130	138	142	150	160	159	167	165	166	170	182	204	247	309	
180	188	189	199	197	202	204	205	206	213	215	221	218	215	213	198	198	197	196	195	171	171	172	170	165	169	168	
175	175	175	174	176	174	175	176	175	175	177	174	173	170	168	170	168	169	166	168	167	165	168	164	164	166	166	
87	87	93	97	100	103	112	112	113	118	119	119	122	125	133	137	140	139	144	151	154	159	167	167	167	173	180	
89	86	85	98	110	107	114	120	119	123	125	131	136	137	140	141	143	143	143	142	144	145	153	161	155	157	158	
2	8	29	6	4	36	36	36	36	37	38	39	82	85	127	86	71	75	103	171	185	186	181	180	146	134	126	123
15	18	22	35	39	46	54	58	66	73	77	83	84	82	97</													

OPEN BILL ACCESS SUPPLEMENTARY EVIDENCE: EXIT & TERMINATION FEES

1. Under the OBA Agreement, a Biller engages Enbridge Gas to provide Billing Services in respect of amounts payable by the Customer pursuant to its Customer Services Agreement with the Biller. Those amounts may include rental buyout and other post-contract items. There are a series of covenants, representations and warranties in the OBA Agreement provided by each Biller with respect to the validity of the charges that the Biller requests the Company to bill (for example, Section 2.6 of the OBA Agreement). All charges or credits submitted by a Biller for inclusion on the Enbridge Gas bill must meet the requirements set out in the OBA Agreement (including the Biller User Manual).
2. There are 11 bill type codes related to rental buyout and other post-contract items. These bill type codes are set out in Table 1:

Table 1: Bill Type Codes for Rental Buyout & Other Post Contract Items

47	Account Settlement Rental HVAC
48	Acct Settlement Rental Other
66	Balance Adjustment
123	Account Settlement Merchandise
124	Acct Settlement Prot. Plan
125	Account Settlement Rentals
126	Account Settlement Service
127	Customer Relations Adjustment
128	Rental Buyout
129	Rental Removal
130	Rental Adjustment

3. Billers are responsible for following the OBA Agreement and the OBA Biller Manual when charging these fees to customers. Any disputes between the Biller and a

customer in relation to these fees is resolved using the process set out at Exhibit B, Tab 2, Schedule 2.

4. Table 2 shows, for the entire OBA Program, the annual number of transactions (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items.
5. Table 3 shows, for the entire OBA Program, the annual dollar amounts (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items.
6. Table 4 shows the number of rental buyout and other post contract items transactions in relation to the total number of OBA bills each year.
7. Table 5 shows the total dollar value of rental buyout and other post contract items in relation to the total amounts billed under the OBA Program.
8. Table 6 shows the total number of disputes related to rental buyout and other post contract items in relation to the total number of disputes under the OBA Program.

Table 2: Annual Number of Transactions for Bill Type Codes

Code	Number of Transactions	2014	2015	2016	2017	2018
47	Account Settlement Rental HVAC	2,439	2,056	2,407	2,349	3,453
48	Acct Settlement Rental Other	2,965	872	438	531	538
66	Balance Adjustment	10	21	22	25	43
123	Account Settlement Merchandise	317	201	279	193	170
124	Acct Settlement Prot. Plan	10,684	7,444	10,051	11,153	12,226
125	Account Settlement Rentals	31,141	26,003	27,718	37,667	39,569
126	Account Settlement Service	1,362	1,715	1,494	944	1,044
127	Customer Relations Adjustment	1,325	1,685	3,464	3,244	4,140
128	Rental Buyout	7,147	9,839	8,412	9,348	9,583
129	Rental Removal	2,366	2,927	3,378	3,319	2,899
130	Rental Adjustment	433	1,871	4,507	126,825	7,097
Total		60,189	54,634	62,170	195,598	80,762

Table 3: Dollar Amounts for Bill Type Codes

Code	Dollar Value of Transactions	2014	2015	2016	2017	2018
47	Account Settlement Rental HVAC	\$36,589	\$17,299	(\$17,942)	(\$45,349)	\$176,780
48	Acct Settlement Rental Other	\$434,638	(\$24,838)	(\$7,006)	\$20,926	\$1,367
66	Balance Adjustment	\$664	(\$2,683)	(\$520)	(\$2,795)	\$2,981
123	Account Settlement Merchandise	(\$37,577)	(\$10,412)	(\$26,545)	(\$27,429)	(\$24,165)
124	Acct Settlement Prot. Plan	\$519,263	\$345,060	\$625,667	\$522,137	\$410,313
125	Account Settlement Rentals	(\$161,475)	(\$183,164)	(\$320,721)	\$212,788	(\$290,717)
126	Account Settlement Service	(\$213,421)	(\$203,855)	(\$77,105)	(\$111,284)	(\$85,427)
127	Customer Relations Adjustment	(\$155,469)	(\$199,892)	(\$360,832)	(\$368,252)	(\$419,441)
128	Rental Buyout	\$3,502,596	\$7,017,628	\$9,184,734	\$11,662,963	\$11,946,189
129	Rental Removal	\$403,232	\$508,756	\$562,045	\$400,683	\$151,363
130	Rental Adjustment	(\$23,918)	(\$300,753)	(\$672,519)	(\$621,492)	(\$585,068)
Total		\$4,305,121	\$6,963,147	\$8,889,255	\$11,642,906	\$11,284,175

Table 4: Transactions & Total OBA Bills

	2014	2015	2016	2017	2018
Number of Rental Buyout & Other Post Contact Items Transactions	60,189	54,634	62,170	195,598	80,762
Total Number of OBA Bills	17,235,033	17,218,806	17,071,374	16,845,352	16,834,525
Percentage	0.35%	0.32%	0.36%	1.15%	0.48%

Table 5: Dollar Value of Transactions & Total OBA Billed Amounts

	2014	2015	2016	2017	2018
Dollar Value of Rental Buyout & Other Post Contact Items	\$4,305,121	\$6,963,147	\$8,889,255	\$11,642,906	\$11,284,175
Dollar Value of Total OBA Billed Items	\$572,097,290	\$605,121,258	\$638,927,588	\$666,652,480	\$691,822,199
Percentage	0.75%	1.15%	1.39%	1.75%	1.63%

Table 6: Number of Disputes & Total OBA Disputes

	2014	2015	2016	2017	2018
Number of Disputes Related to Rental Buyout & Other Post Contact Items	2,000	1,684	1,953	2,070	1,937
Total Number of OBA Disputes	27,402	30,819	26,601	25,272	26,373
Percentage	7.30%	5.46%	7.34%	8.19%	7.34%