

**ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the Ontario Energy Board Act, 1998, S.O. 1998, c.15,  
Schedule B, as amended;

**AND IN THE MATTER OF** an Application by Enbridge Gas Distribution Inc. for an  
order or orders approving its proposal for open billing services.

**AND IN THE MATTER OF** an Application by Enbridge Gas Distribution Inc. for an  
order or orders amending or varying the rates charges to customers for the sale,  
distribution, transmission and storage of gas commencing as of January 1, 2019

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**Energy Probe**

**Interrogatories to Enbridge Gas Inc. on Supplementary Evidence**

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**November 30, 2019**

### **EP-1**

**Reference:** Exhibit B, Tab 2, Schedule 2, Page 1 and Exhibit B, Tab 2, Schedule 2, Attachment 3, Page 10

**Preamble:** *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.*

#### **Question:**

- a) Please explain the reason why dispute calls are logged as “CPA” or “non-CPA”.
- b) Who is the individual making the decision to track a call as “CPA” or “non-CPA”?
- c) Please provide a copy of the exact instructions provided to the individual in (b).
- d) What is the corrective action if the individual in (b) incorrectly logs a call?

### **EP-2**

**Reference:** Exhibit B, Tab 2, Schedule 2, Page 2

**Preamble:** *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.*

#### **Question:**

- a) Please explain why there is a large difference in timing for resolution between CPA and non-CPA disputes.
- b) Are the days referenced business days or calendar days.

### **EP-3**

**Reference:** Exhibit B, Tab 2, Schedule 2, Attachment 2, Page 1 of 7

**Preamble:** *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.*

**Question:**

Please describe Loan functionality and how it is used in providing the customer with buyout information and provide a numerical example.

**EP-4**

**Reference:** Exhibit B, Tab 2, Schedule 2, Attachment 3, Page 6

**Preamble:** 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.

**Question:**

Please explain the reasons for the difference in lock days between CPA and non-CPA disputes and their relationship to the 15 days for resolution of CPA disputes and 45 days for resolution of non-CPA disputes.

**EP-5**

**Reference:** Exhibit B, Tab 2, Schedule 2, Attachment 3, Page 5

**Question:**

- a) Do all OBA customers have a copy of their Customer Services Agreement? Please explain your answer.
- b) Does Enbridge have copies of Customer Services Agreements of OBA customers? Please explain your answer.

Respectfully submitted on behalf of Energy Probe,

Tom Ladanyi  
TL Energy Regulatory Consultants Inc.