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VIA RESS, EMAIL and COURIER

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

Dear Ms. Long:

**Re: Enbridge Gas Inc. ("Enbridge Gas")
EB-2018-0319 – Open Bill Access Services
Third Round Interrogatory Responses**

In accordance with the Ontario Energy Board's Decision and Procedural Order No. 8 for the above noted proceeding, enclosed please find the interrogatory responses of Enbridge Gas.

For consistency and ease of reference, the Interrogatories received from Vista Credit and Board Staff have been re-numbered in order of sequence with the previous Interrogatories that have been asked by these parties in this proceeding.

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

Please contact the undersigned if you have any questions.

Yours truly,

(Original Signed)

Stephanie Allman
Regulatory Coordinator

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Biller User Manual

EB-2018-0319 Supplementary Evidence – Exhibit B – Tab 2 – Schedule 2 – Table 1

EB-2018-0319 Supplementary Evidence Attachment 2, p. 2

Question(s):

Enbridge Gas provided in Table 1 the total number of disputes per year. The Biller User Manual contemplated three scenarios where a Customer Billing Dispute (CBD) can be deemed "closed". The Biller may close the CBD if the Biller has resolved the dispute with the customer; or the Biller has advised the customer that the Biller will remove the charge from the OBA service; or the CBD has not been resolved by the specified timeline.

- a) Please breakdown the total number of disputes in Table 1 to the three scenarios where the CBD can be closed.
- b) Please breakdown in each of the three scenarios if the CBD was classified under the Consumer Protection Act (CPA) or non-CPA.
- c) For the breakdown where the Biller has resolved the dispute with the customer please provide a further breakdown of the number of reinstated disputes. If there are multiple reinstated disputes for the same CBD, please show the number of times the reinstated dispute reoccurred
- d) Please explain what evidence is required from the Biller to prove that the dispute has been resolved with the customer.
- e) Is there a limited number of times a dispute can be reinstated before Enbridge Gas closes the CBD?
- f) Of the total number of bills provided in Table 1, please provide the number of times Enbridge Gas disconnected a customer as a result of an unresolved

dispute.

- g) Of the total number of bills provided in Table 1, please provide the number of times Enbridge Gas disconnected a customer as a result of arrears that included non-payment of OBA charges.
- h) Please add in Table 1 the number of customers billed under the OBA program for each year.

Response

Please see the response to Summit interrogatory #2.

- a) Enbridge Gas does not track the information in the categories requested. The high level outcomes set out at Exhibit 2, Tab 2, Schedule 2, page 2 are tracked in the following way: High level outcomes i. and iii. are tracked together. Enbridge Gas does not differentiate between the Biller resolving a bill or the customer agreeing to the charges on the bill.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Resolved By Biller or Customer	25,458	26,509	24,606	22,407	21,520	18,039
No Resolution – Charge Removed From Bill	2,214	4,635	2,205	3,044	5,159	1,232
Total	27,672	31,144	26,811	25,451	26,679	19,271

- b) Enbridge Gas' system did not expressly track disputes as "CPA" or Non-CPA" prior to May 21, 2019. All dispute cases were created as CPA and the back office team reviewed each dispute case and updated the due date as necessary. The table below shows the number of disputes with a resolution time limit equivalent to 15 days for CPA disputes and those with a time limit equivalent to the 45 days for Non-CPA disputes.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
CPA	1,956	1,882	1,698	1,642	3,059	3,884
Non-CPA	25,716	29,262	25,113	23,809	23,620	15,387
Total	27,672	31,144	26,811	25,451	26,679	19,271

- c) Please see the table below.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Resolved By Biller or Customer	25,458	26,509	24,606	22,407	21,520	18,039
Dispute Reinstated Once	1,936	1,774	2,174	2,547	3,013	1,679
Dispute Reinstated Twice	132	165	105	182	317	173

- d) No evidence is required from a Biller to prove that the dispute has been resolved with the customer.
- e) When a dispute is reinstated for a second time Enbridge Gas removes the charge, blocks the billing of the product and credits the disputed charges.
- f) See response to part (g) below. A customer will not be disconnected due to an unresolved dispute for OBA charges. Enbridge Gas is not aware of any instance where a customer has been disconnected due to an unresolved dispute.
- g) Enbridge Gas will only disconnect a customer where that customer is in arrears on gas charges. Enbridge Gas does not track the number of customers disconnected where both gas charges and OBA charges are in arrears.
- h) The table below shows the number of OBA customers each year, calculated as the monthly average number of OBA bills issued each year. Enbridge Gas would note that the requested information is comparing an annual value (Total Disputes) to a monthly average (Average Number of Customers). This comparison will make the number of disputes relative to the number of customers appear higher.

	2014	2015	2016	2017	2018	2019(Jan-Sep)
Total Disputes	27,672	31,114	26,811	25,451	26,679	19,271
Average Number of Customers	1,436,253	1,434,901	1,422,615	1,412,113	1,402,877	1,390,936
Dispute as a Percentage of Average Number of Customers	1.93%	2.17%	1.88%	1.80%	1.90%	1.39%

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Previously Disputed Charges
EB-2018-0319 Supplementary Evidence Attachment 2, p. 4

Question(s):

The Biller User Manual states that "Enbridge Gas 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 CBDs unless the Customer has agreed to the resolution and rebilling of such charges."

- a) Please provide the number of instances, by year, where Enbridge Gas deleted Rate Ready transactions, blocked Bill Ready transactions, or credited and reversed all billings of charges associated with, related to or arose out of CBDs.
- b) Please provide the number of CBDs that were related to Rate Ready transactions, block Bill Ready transactions, and credit and reversal of all billings of charges and for each one, provide the number of CBDs that resulted in the customer's favor.

Response

- a) Enbridge Gas understands this request to relate to the scenario where a customer has reinstated a dispute because the customer did not agree with the Billers original dispute resolution. The Table below sets out the number of times that a dispute was reinstated, including under the scenario described as "Previously Disputed Charges" where a customer indicates that it had not agreed to the resolution and rebilling of charges previously disputed. Generally, that latter scenario will result in a dispute being reinstated twice (see response to Staff Interrogatory #9c). Where the dispute is reinstated for the second time, the charges are removed and blocked from future billing.

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
463	694	767	1,258	1,692	533

b) Please see the response to a).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Historical Disputes

EB-2018-0319 Supplementary Evidence – Exhibit B – Tab 2 – Schedule 2 –
Table 1

EB-2018-0319 Supplementary Evidence Attachment 3, pp. 2-5

Question(s):

Enbridge Gas provided in Table 1 the total number of disputes per year and the total number of bills per year. In Attachment 3, the total number of disputes are broken down by bill type code.

- a) Please provide a breakdown of the total number of bills with the same bill type code.
- b) For each bill type code, please express, as a percentage, the total number of disputes compared to the total bills.
- c) There is a significant increase in number of disputes for Rental Adjustments in 2018 compared to 2017, even though the number of transactions decreased significantly. Please provide an explanation.
- d) Enbridge Gas stated in Attachment 3 that it investigates whether the Biller has complied with its obligations under the OBA Agreement. Please provide by year and bill type code, the number of times Enbridge Gas has started an investigation and a further breakdown as to whether or not the charge was removed as a result of the investigation.
- e) Please provide the number of Billers Enbridge Gas has removed from the OBA program as a result of the Biller not meeting its OBA obligations.

Response

- a) Enbridge Gas does not track the number of bills with specific Bill Type Codes. Enbridge Gas can provide a list of the number of transactions for each Bill Type Code for each year however, compiling this list will take some time. Enbridge Gas will provide the requested information as soon as possible in January 2020
- b) Please see the response to part a) above.
- c) The large majority of the "Rental Adjustment" disputes in 2018 relate to a single relatively small Biller. The number of transactions by this Biller in 2018 for Rental Adjustments was significantly higher compared to 2017.
- d) Enbridge Gas is collecting the information to respond to this question. Enbridge Gas will provide its response as soon as possible in January 2020.
- e) Please see response to HVAC Interrogatory #18 (updated).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Rental Buyouts
EB-2018-0319 Supplementary Evidence – Exhibit B – Tab 2 – Schedule 3

Question(s):

Enbridge Gas provided several breakdowns of disputes related to rental buyouts and other post contact items in the reference above.

- a) Please provide a detailed description of the each bill code.
- b) The number of rental adjustments spiked significantly in 2017. Please provide an explanation for the spike in comparison to other years.
- c) Over five years, the number of Rental Buyout transactions increased by 133%, while the total dollar amount increased by 340%. This implies that the average Rental Buyout charges has increased by 250%. Can Enbridge Gas confirm on average this is the case or provide an explanation for the cause?

Response

- a) There is no detailed description. The Bill Type Code describes the products, services and charges accommodated in the OBA program and the Biller makes the determination about which Bill Type Code best relates to the product, service or charge to be included on the customer's bill.
- b) During 2017, a single Biller gave small credits to a large number of their customers. (resulting in more than 120,000 Rental Adjustment transactions (credits) in 2017).
- c) Enbridge Gas confirms that the average value of Rental Buyout transactions has increased between 2014 and 2018. The amount of the charges is determined by the Billers.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Changes requested by the customer

Ref: Retail Settlement Code, Revised on January 1, 2017, Section 10

Question(s):

In the Retail Settlement Code, a customer can submit a Service Transaction Request (STR) to move between a Competitive Retailer and the Standard Supply Service. The process for the request is that the STR will be processed after ten days unless written authorization to cancel the STR is received from the customer.

- a) Please comment on whether a similar process can be implemented to the OBA program when a customer requests the addition, removal and reinstatement of third party charges.

Response

It is unclear to Enbridge Gas how the Retail Settlement Code could be adapted to apply to charges administered through the OBA program. Enbridge Gas believes that replicating the process for a change from a competitive retailer to a standard supply service (Retail Settlement Code Section 10.5.5) in the context of OBA customer charges would be unreasonably complicated and expensive to administer.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Current OBA Complaint and Dispute Management Process
EB-2018-0319 Exhibit B – Tab 2 - Schedule 2

Preamble:

In paragraph 2, Enbridge states that it logs disputes as "CPA" or "non-CPA" in the Enbridge Gas Dispute Tracker.

Question(s):

- a) Please provide examples of the most common types of CPA and non-CPA disputes logged by Enbridge.
- b) Please provide a revised version of Table 1 that presents the Total Disputes per Year by "CPA" and "non-CPA" types.

Response

- a) The most common type of CPA dispute is when a customer advises they were not aware of the charge on their bill.

The most common type of non-CPA dispute is when a customer indicates they were aware of the charges but do not agree with the charges on their bill. Please also see the response to VECC interrogatory #1 a).

- b) Please see the response to Board Staff interrogatory #9 b).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Current OBA Complaint and Dispute Management Process
EB-2018-0319 Exhibit B – Tab 2 - Schedule 2

Preamble:

In paragraph 3, Enbridge states that Enbridge customers may raise disputes online or over the phone.

Question(s):

- a) Does Enbridge track the number of complaints specifically about the OBA dispute process?
- b) If yes, how many complaints did Enbridge receive in 2014, 2015, 2016, 2017 and 2018?

Response

- a) No.
- b) Please see the response to a) above.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Current OBA Complaint and Dispute Management Process
EB-2018-0319 Exhibit B – Tab 2 - Schedule 2

Preamble:

Paragraphs 1 to 9 describe the circumstances in which a charge is taken off of a bill under Enbridge's dispute resolution process. Table 1 presents the Total Disputes per Year and Total Number of Bills per Year.

Question(s):

- a) For each of 2014, 2015, 2016, 2017 and 2018, please provide the total number of charges that:
 - i. were removed from the bill under the outcome described in paragraph 5(i);
 - ii. were removed and blocked from the bill under the outcome described in paragraph 5(ii); and
 - iii. the customer agreed to pay under the outcome described in paragraph 5(iii).
- b) For each of 2014, 2015, 2016, 2017 and 2018, please provide the total number of disputes where:
 - i. the dispute process was reinstated after being recorded as resolved (as described in paragraph 6); and
 - ii. the charges were credited back to the customer after the dispute process was reinstated (as described in paragraph 7).
- c) If Enbridge does not have the information necessary to answer questions (a) and (b), please provide Enbridge's best estimate of the proportion of disputes that result in the removal of charges from the bill under Enbridge's dispute process.

Response

a) i. to iii.) Please see the response to Board Staff interrogatory #9 a).

b) Please see the table below.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019 (Jan - Sep)</u>
Total Number of Disputes Reinstated	2,068	1,939	2,279	2,729	3,330	1,852
Charges Credited Back by Enbridge after Dispute Reinstated	463	694	767	1,258	1,692	533

c) Please see the responses to a) and b) above.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Current OBA Complaint and Dispute Management Process
EB-2018-0319 Exhibit B – Tab 2 - Schedule 2

Preamble:

Paragraph 8 (and Attachment 3 referred to therein) provides an updated response to Vista interrogatory #4. Attachment 3 states, at page 6 of 22: "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."

Question(s):

- a) Does Enbridge track how many customers request such separate invoices?
- b) If yes, how many customers make such requests?

Response

- a) No.
- b) Please see the response to a) above.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Exit & Termination Fees
EB-2018-0319 Exhibit B – Tab 2 – Schedule 3

Preamble:

Table 4 presents Transactions & Total OBA Bills. Table 6 presents the Number of Disputes & Total OBA Disputes.

Question(s):

Please confirm the accuracy of the table below based on information contained in Tables 4 and 6.

	2014	2015	2016	2017	2018
Number of Rental Buyout & Other Post Contract Items Transactions	60,189	54,634	62,170	195,598	80,762
Number of Disputes Related to Rental Buyout & Other Post Contract Items	2,000	1,684	1,953	2,070	1,937
Percentage	3.32%	3.08%	3.14%	1.06%	2.40%

Response

Confirmed. The data in the table is accurate.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Enercare Inc. ("Enercare")

Interrogatory

Reference:

Exit & Termination Fees
EB-2018-0319 Exhibit B – Tab 2 – Schedule 3

Preamble:

Table 1 contains 11 bill type codes related to rental buyout and other post-contract items.

Question(s):

For each of 2014, 2015, 2016, 2017 and 2018, please provide the total number of rental buyout and other post-contract items that were ultimately removed from the bill under Enbridge's dispute process.

Response

Please see the table below.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Rental Buyout & Other Post Contract Items - Removed from the Bill by Enbridge	475	505	176	66	367	53

ENBRIDGE GAS INC.

Answer to Interrogatory from
Energy Probe ("EP")

Interrogatory

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?

Response

- a) To ensure the customer will be covered by the full protection of the CPA, calls are differentiated between CPA and non-CPA to recognize that the Biller should address potential contraventions of the CPA in an expedited fashion. The different treatment of CPA and non-CPA disputes was introduced in the 2009 version of the OBA Agreement.

- b) If a customer phones, the Customer Service Representative determines if it is a CPA or non-CPA dispute. If the customer creates the dispute via the website, the reason they select for logging a dispute determines if it is a CPA or non-CPA dispute.
- c) Please refer to Exhibit B, Tab 2, Schedule 2, Attachment 1, pages 2 to 8.
- d) If a call is logged incorrectly the due date is updated accordingly.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Energy Probe ("EP")

Interrogatory

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.

Response

- a) Please see the response to Energy Probe interrogatory #1 a).
- b) The days referenced are calendar days.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Energy Probe ("EP")

Interrogatory

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.

Response

The Loan functionality available to the Biller allows new loan creation, loan billing, loan finalization, loan reinstatement (if finalized in error), and prepayment. It provides the Enbridge Gas Customer Service Representative with all information related to a loan, including the principal balance outstanding at any time. As stipulated in the CPA, a borrower is entitled to pre-pay (buyout) the outstanding amount of a loan at any time without fee or penalty. Below is a numerical example of the information provided by the Loan functionality.

Maintain Loans

Menu ◀ Back Exit Cancel System Apply Pre. Payment Display Log Payout Calculation

Business Partner	<input type="text"/>	Pre Payment	<input type="text" value="0.00"/>
Monthly Interest	<input type="text" value="0.0082500"/>	Prepayment Dt.	<input type="text" value="2019/12/05"/>
Term	<input type="text" value="174.0000000"/>	Product	<input type="text" value="Res. HVAC"/>
Principal	<input type="text" value="3,890.60"/>	Merchandise	<input type="text"/>

Billing Information

Start Date	<input type="text" value="2012/02/25"/>
Last Bill Date	<input type="text" value="2019/12/03"/>
Next Bill Date	<input type="text" value="2020/01/02"/>
Monthly Bill	<input type="text" value="42.20"/>

Amounts

Loan Principal	<input type="text" value="3,890.60"/>	Total Interest	<input type="text" value="3,452.30"/>
Payments Billed	<input type="text" value="1,426.30"/>	Total Int Paid	<input type="text" value="2,540.50"/>
Prepayment	<input type="text" value="0.00"/>	Interest Owed	<input type="text" value="911.80"/>
Principle Owed	<input type="text" value="2,464.30"/>	Remaining Months	<input type="text" value="80"/>
Payout Date	<input type="text" value="2019/12/10"/>	Payout Amount	<input type="text" value="2,468.31"/>

ENBRIDGE GAS INC.

Answer to Interrogatory from
Energy Probe ("EP")

Interrogatory

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.

Response

The difference in lock days is to keep the locks on the account for an additional 30 days after the due date of the dispute. Details about the lock rules can be found at Exhibit B, Tab 2, Schedule 2, Attachment 3, pages 14 to 15.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Energy Probe ("EP")

Interrogatory

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.

Response

- a) Billers are expected to comply with the CPA and the OBA Agreement. Part IV of the CPA requires that a supplier provide a copy of the consumer agreement to the consumer. This is also required by section 2.6.1 of the OBA Agreement.
- b) No, Enbridge Gas does not have copies of Customer Services Agreements of OBA customers. Per section 4.10.1 of the OBA Agreement, Enbridge Gas can request a copy of a Customer Services Agreement from a Biller at any time.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[Ex. B/2/1, p. 1]

Question:

Please advise the position of Enbridge with respect to each of the two unsettled items. If Enbridge has no position, please advise. If Enbridge supports a particular position, please explain the rationale behind that position.

Response

Enbridge Gas believes that the OBA program is functioning well. It is the result of years of extensive consultation amongst billers, consumer groups and Enbridge Gas.

Enbridge Gas does not believe that OBA customers should direct the addition of third party charges on their Enbridge Gas Bill through the OBA services. This would be administratively burdensome and expensive, taking into account that there are approximately 1.4 million OBA customers.

Enbridge Gas would support an updated approach to the current OBA complaint and dispute management process (described at Exhibit B, Tab 2, Schedule 2). This updated approach would harmonize the duration of the dispute resolution process, so that all disputes would be resolved by the Biller within 15 days failing which the disputed charge(s) would be credited back to the customer and charged back to the Biller and the charge and Bill Type Code would be blocked from future billing. Additionally, if a customer contacted Enbridge Gas after a dispute was reported as resolved, and indicated this is not the case, then the disputed charge(s) would be credited back to the customer and charged back to the Biller and the charge and Bill Type Code would be blocked from future billing.

Enbridge Gas believes that this updated approach strikes an appropriate balance between customer control and the effective operation of the OBA program. Advantages of this updated approach include the following:

- Provides customers with quicker resolutions to their disputes;
- Ensures that most disputes will be resolved within one billing period;
- Maintains the opportunity for Billers to resolve misunderstandings and minor disputes and continue to use the OBA program to bill customers;
- Removes the requirement for Enbridge Gas to identify disputes as CPA vs non-CPA; and
- Minimizes changes and associated costs to OBA program back office processes.

Enbridge Gas does not believe that restrictions are necessary to limit Billers from charging post termination amounts associated with the contracts their customers have signed. Enbridge Gas believes that customers will have adequate protection from the updated complaint and dispute management process that will allow customers to have disputed charges removed from the bill within 15 days if no resolution is reached with the Biller.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, p. 1]

Question:

Please confirm that all charges by third parties on the Enbridge bill are initiated by Billers, and that Enbridge takes instructions solely from Billers with respect to adding, removing, or modifying such charges.

Response

All OBA charges are initiated by the Biller. However, if there is a dispute, then (as described in Exhibit B, Tab 2, Schedule 1) the customer can initiate the dispute process which may result in charges being removed from the bill.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, p. 2]

Question:

Please advise the number of disputes in each of 2014 through 2018 in which the "outcome" was each of (i), (ii), or (iii). If any disputes were not in any of those three categories, please explain both quantitatively and qualitatively.

Response

Please see the response to Board Staff interrogatory #9 a).

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, p. 2]

Question:

Please confirm that there is no stated limit to the number of times a customer has to call in again if a Biller continues to advise Enbridge that a dispute has been resolved in favour of the Biller.

Response

Please see the response to Board Staff interrogatory #9 e).

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, p. 3]

Question:

Please restate Table 1 replacing the line "Total Number of Bills" with the metric "Total Customers with OBA charges on their bills".

Response

Please see the response to Board Staff interrogatory #9 h).

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach. 2, p. 1]

Question:

Please advise what percentage of equipment rentals (as opposed to installment sales or other purchases) use the Loan Functionality.

Response

Rental transactions do not use the Loan Functionality, because they are not loan transactions.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 1]

Question:

Please confirm that different Billers sometimes use different Bill Type Codes for the same type of charges. Please describe all changes to Enbridge's procedures in the last two years to improve consistency of use of the Bill Type Codes.

Response

Per section 2.6 of the OBA Biller User Manual, Billers must use the BTC that accurately describes the customer services being provided to the customer. Billers may use different BTCs for the same type of charges, however Enbridge Gas would not be made aware of this instance unless notified by a customer or a Biller. If it is determined that a Biller has incorrectly used a BTC, that Biller is notified and advised to correct all accounts for which this has occurred and the Biller must provide confirmation to Enbridge Gas when corrections are complete.

Enbridge Gas has taken steps to improve the consistency of BTC usage. In early 2019 Enbridge Gas sent a notice to Billers indicating that changes to the procedures for BTC usage were going to be implemented. These changes have not yet been implemented.

Please see the response the HVAC interrogatory #42.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 2]

Question:

Please advise, from the time a customer calls and initiates a dispute, how many times and under what circumstances does Enbridge have contact with a) the customer, and b) the Biller until the matter is resolved.

Response

The dispute process is explained in the supplementary evidence (Exhibit B, Tab 2, Schedules 1 to 3). As can be seen, there is no standard dispute process. Depending on the circumstances, the customer may only be in touch with Enbridge Gas one time (after which time the dispute is resolved, or not resolved and the charge is removed), or the customer may be in touch with Enbridge Gas up to three times in total before the disputed charge is permanently removed.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 4]

Question:

Please estimate, with supporting information, how much Enbridge would save if it did not have to manage disputes in accordance with the process described in this schematic and this attachment, i.e. if Enbridge simply accepted customer instructions and took no further role.

Response

Eliminating the dispute process will not eliminate the work required by Enbridge Gas to remove the product, credit the charges and block future billing. Even where Enbridge Gas simply accepted customer instructions to remove a charge, work still needs to be done to process the instructions. A process to notify Billers of the product(s) removed, charge(s) credited and future billing blocked is also required. This would require changes to the current automated processes, with accompanying costs.

Enbridge Gas is currently not in a position to comment on or provide details related to the potential savings (if any) from eliminating the dispute process without investigating the options for a revised process, which would include modifications to Enbridge Gas customer information systems and related applications (there is also the likelihood of reduced OBA customer volume if the opportunity to resolve disputes disappears). While Enbridge Gas will do whatever it can to accommodate Board-ordered process changes, the implementation timing may be complicated by the fact that the Enbridge Gas customer information system is currently under a change freeze as upgrading and integration activities proceed.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 4]

Question:

Please describe what steps, if any, Enbridge takes to ensure that Biller communications with respect to resolution of customer disputes actually reflect the wishes of the customer.

Response

The Biller is obliged to ensure that its instructions about the resolution of a dispute to Enbridge Gas are accurate (section 7.6 of the OBA Agreement). Enbridge Gas does not take additional steps to ensure that Biller communications reflect the wishes of a customer.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 5]

Question:

Please confirm that a customer will only receive the message shown on this page if they have called Enbridge to initiate a dispute (or, since July 2019, interacts online with Enbridge to initiate a dispute).

Response

Yes, this is correct.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 2, p. 6]

Question:

Please provide whatever information Enbridge has (quantitative and qualitative) on complaints by customers that Enbridge is not on their side when it comes to disputes with Billers.

Response

Enbridge Gas does not track complaints by customers who allege that Enbridge Gas "take sides" against the customer in OBA disputes.

Enbridge Gas does not believe that it does "take sides" in OBA disputes. Enbridge Gas facilitates the dispute process that allows customers to raise complaints about third party charges to Enbridge Gas, and to have disputed charges removed where the customer does not reach agreement with the Biller in 15 or 45 days.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 3, p. 2-5] With respect to the Bill Type Codes:

Question:

- a) Please describe the differences between 0013, 0051, and 0052. Please confirm that 28,694 disputes (22%) over the last five years related to these three water heater categories.
- b) Please describe the differences between 0076, 0084, 0106, and 0107. Please confirm that 42,644 disputes (31%) over the last five years related to these four maintenance plan categories.

Response

- a) From Enbridge Gas's perspective, there is no difference between these Bill Type Codes (though some Billers may have their own views as to what is included in each). Enbridge Gas plans to consolidate (or re-name) these Bill Type Codes in the future. Enbridge Gas does not agree with the calculation set out in the question – taken together these three Bill Type Codes account for 28,684 disputes over the last five years (21%).
- b) Bill Type Codes are added at the request of Billers (after being approved by Enbridge Gas). No new Bill Type Codes have been added in the last several years. The Bill Type Codes describe the product/service and Enbridge Gas does not add any further explanation or detail. Therefore, Enbridge Gas does not have more information about the differences between these Bill Type Codes beyond what can be inferred from the descriptions already provided. Enbridge Gas confirms that the calculation set out in the question is correct.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/2, Attach 3, p. 5]

Question:

Please explain in detail how Enbridge investigates whether Billers have breached their obligations under the OBA Agreement.

Response

When Enbridge Gas becomes aware that a Biller may have breached obligations under the OBA Agreement, the Company contacts the Biller to obtain further information about the transactions or activities in question. The Company may also contact the affected customer to obtain more information.

At an early stage, Enbridge Gas makes a determination about whether the issue can be resolved collaboratively with the Biller. This happens in cases of minor infractions such as where contact information for a Biller is out of date, or a customer has been unable to reach a Biller.

Where the issue appears more serious (such as misrepresentation) or is a repeated complaint, then Enbridge Gas will determine whether more information is required. In that circumstance, the Company may use its audit rights under the OBA Agreement to get documentation related to the transaction (including customer verification calls) and/or previous transactions in order to investigate the Biller's compliance with the OBA Agreement.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/3, p. 3]

Question:

Please explain why code 130 had such a significant increase in 2017. What steps does Enbridge take when anomalies such as this one become evident in Enbridge's data to determine the cause of the anomaly?

Response

Please see response to Staff Interrogatory #12(b).

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/3, p. 3]

Question:

Please provide all information in the possession of Enbridge relating to the increase in the dollar amount of code 128, Rental Buyout, from \$3.5 million to \$11.9 million from 2014 to 2018.

Response

Please see the response to Board Staff Interrogatory #12 c).

Enbridge Gas does not have information about the reasons for the increase in Rental Buyout charge amounts. That information would be known to the relevant Billers.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[B/2/3, p. 3]

Question:

Please restate Table 4 replace the line "Total Number of OBA Bills" with Total Number of Rental Contracts".

Response

The number of Rental Contracts billed under the OBA Program can change daily. Rate Ready Rentals are the most billed transaction by Billers. The table below sets out the number of active Rate Ready Rentals on Enbridge Gas's billing system on December 12 of each year. Note that this number likely understates the number of rental contracts that Billers have with customers because not all Billers use the Rate Ready Rental and instead submit the charges using Bill Ready Transactions.

Please note also that the Number of Rental Buyout & Other Post Contract Items Transactions line in Table 4 includes Bill Type Codes that are not used for rental products. Additionally, there could be more than one post-contract item related to a single Rental Contract. Therefore, it cannot be implied that the ratio of "Rental Buyout & Other Post Contract Items Transactions" to the number of Rental Contracts, as set out in the percentage line of Table 4 below, precisely represents the proportion of Rental Contracts in a given year that had an associated Rental Buyout.

Table 4: Transactions & Total Rental Contracts

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Number of Rental Buyout & Other Post Contract Items Transactions	60,189	54,634	62,170	195,598	80,762	63,580
Total Number of Rental Contracts	1,296,555	1,287,286	1,280,674	1,271,702	1,261,715	1,306,129
Percentage	4.64%	4.24%	4.85%	15.38%	6.40%	4.87%

Note: The Number of Rental Buyout & Other Post Contract Items Transactions includes data from January 2019 to September 2019.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 2, Page 3 of 3 (9). The number of disputes per year relative to the total number of bills issued per year is shown in Table 1.

Question:

Please provide a revised Table 1 to include up to the end of October 2019.

Response

Please see the table below.

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

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019(Jan-Sep)</u>
Total Disputes	27,402	30,819	26,601	25,272	26,373	19,129
Total Number of Bills	17,235,033	17,218,806	17,071,374	16,945,352	16,834,525	12,518,427
Dispute as a Percentage of Bills	0.16%	0.18%	0.16%	0.15%	0.16%	0.15%

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

Response to Vista Filed: 2019-05-29 EGI Ex. I, Vista.4, Page 2 of 5 Plus Attachment Vista response d. The setting out the number of disputes by billing item for the years requested.

Question:

Please provide a revised Table 1 to include up to the end of October 2019.

Response

Please see the table below. Data is available up to the end of September 2019. 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. This was updated in Attachment 3 to Exhibit B Tab 2 Schedule 2 Page 3 of 3 of the Supplementary Evidence. Enbridge Gas has now determined that the tables provided were missing disputes where a Bill Type Code was not assigned. The table below includes disputes for which Bill Type Codes were not assigned.

Bill Type Code	Bill Type Code Description	2014	2015	2016	2017	2018	2019 (Jan-Sep)
0001	Merchandise	447	437	335	275	235	118
0002	Forced Air Furnace	18	17	9	130	248	78
0004	Account Set-up		14	6	7	4	7
0005	Comm. / Ind. Equipment	1	1	2			

0007	Dishwasher				2		1
0010	Air Conditioning	100	202	279	383	411	184
0011	Energy Audit				1	1	
0013	Water Heater	211	262	228	254	192	183
0014	Humidifier	7	16	7	44	198	81
0016	Swimming Pool Heater			3	1	1	
0020	Back Up Generator		3	1	3	3	1
0021	Fireplace		1	2	1		
0022	Air Cleaner	1	13	103	782	1,685	876
0025	Chimney Liner Charge	6	5	1	6	1	2
0026	Ducting / Piping Charge	71	67	82	58	46	55
0028	Air Filter Program				2	11	3
0030	Energy Eff. Products	97	131	123	74	39	35
0031	Smart Thermostat	167	209	109	107	126	125
0032	Roof Replacement	2		1	3		1
0035	Connected Home				30	100	97
0036	Hydronic Htg. Equip.	4	7	14	7	3	4
0037	Home Energy Monitoring				10	2	1
0038	Reduce Carbon Emissions				13	2	
0040	Water Conserv. Prod.			3	2	1	

0041	Home Security System	4	2	1	4	7	5
0042	Home Improvements	26	42	363	445	315	132
0044	Gas Boiler	4	6	6	4	5	7
0045	Window / Door	28	32	36	38	32	34
0046	Attic Insulation		1	1		2	55
0047	Account Settlement Rental HVAC	53	62	75	62	128	105
0048	Acct Settlement Rental Other	296	68	22	32	31	45
0049	Electrical Protection			2	56	172	180
0050	Kitchen Appliances					1	
0051	Water Heater	6,375	6,854	4,841	4,544	4,560	3,626
0052	Water Heater	80	78	82	65	58	35
0053	Space Heater			1	2	3	1
0054	Conversion Burner	26	24	18	10	2	
0055	Rental Discount			3			
0056	Space Conditioner	10	13	8	24	151	23
0057	Make-Up Air	6	1		1	2	
0059	Heat Exchanger	1		4	12	10	3
0060	Furnace	792	1,328	1,427	1,175	925	707
0061	Res. HVAC	544	706	734	733	863	708
0062	Comm. HVAC	16	28	26	24	36	38

0063	Fireplace	1					
0064	Unit Heater				2	3	
0065	Air Conditioner	338	531	666	568	461	377
0067	Commercial Water Heater	260	257	214	182	144	107
0068	Commercial Conversion Burner	4	6	1	4	2	1
0069	Commercial Space Heater	1				1	
0070	Supplemental Equipment	6	3	1	4	8	2
0072	Commercial Space Conditioner		2			4	1
0073	Home Services		2	1	1		3
0074	Water Softener	62	292	601	960	1,456	786
0075	Drinking Water System	201	232	542	1,076	1,649	1,233
0076	Heating Protection Plan	4,241	4,518	3,447	2,546	2,212	1,536
0077	Water Heater Protection Plan		7	2	4	1	3
0078	Rooftop Protection Plan	4	1	1	6	6	1
0079	Make-Up Air Protection Plan	1		3	2	6	
0080	Unit Heater Protection Plan	7	11	10	16	22	7
0081	Plumb / Drains Protection Plan	895	1,079	950	830	845	603
0084	Total Home Protection Plan	2,184	2,360	1,947	1,491	1,072	925
0087	Boiler Protection Plan	10	6	4	2	6	
0088	Cooling Plan	686	963	880	799	796	647

0089	Duct Cleaning Plan	64	92	71	42	39	25
0090	Filter Protection Plan	7	9	8	8	13	10
0091	Carbon Offset	446	341	232	310	1,005	612
0093	Carbon Credit	1		2			
0094	Inspection	1					
0095	Misc Products / Serv.	277	165	12	3	3	5
0096	Service Visit Adjustment	72	71	61	46	31	30
0097	Service Visit	1,631	1,615	1,149	999	880	586
0098	Miscellaneous	44	221	330	271	278	197
0100	Payment Protection Plan Prem.	39	26	17	11	9	7
0104	Plan Assistance Premium	37	40	27	15	12	33
0105	Plan Assistance Premium Adj.		1				
0106	Heating Maintenance Plan	2,298	2,809	2,328	1,713	1,330	1,069
0107	Cooling Maintenance Plan	1,208	1,522	1,404	1,123	891	740
0108	Fireplace Maintenance Plan	269	306	269	238	188	147
0109	Total Home Plan	85	101	58	71	145	170
0110	Protection Plan Adjustment	55	47	33	40	40	70
0112	Extended Service Plan Adj.						1
0115	Customer Service Sales Adj.						1
0116	Heating Protection Plan Adj.	52	94	49	58	40	35

0117	Cooling Protection Plan Adj.	12	16	14	11	8	17
0118	Heating Maintenance Plan Adj.	195	274	151	103	102	94
0119	Cooling Maintenance Plan Adj.	84	92	48	39	40	52
0120	Fireplace Maint. Plan Adj.	6	7	2	2	2	7
0121	Plumbing/Drain Plan Adj.	17	11	12	14	14	8
0122	Total Home Plan	57	43	18	17	28	27
0123	Account Settlement Merchandise	11	5	4	3	2	2
0124	Acct Settlement Prot. Plan	453	337	551	585	334	245
0125	Account Settlement Rentals	557	469	534	649	692	415
0126	Account Settlement Service	50	42	36	25	21	17
0127	Customer Relations Adjustment	8	4	8	6	21	15
0128	Rental Buyout	401	460	395	423	560	207
0129	Rental Removal	164	225	311	255	48	21
0130	Rental Adjustment	7	12	17	30	100	31
0139	Discount	500	462	222	243	191	445
#	Not Assigned	270	325	210	179	306	142
Grand Total		27,672	31,144	26,811	25,451	26,679	19,271

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 3, Page 2 of 4 (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.

Question:

- a) Please provide a revised Table 2 to include up to the end of October 2019.
- b) Please identify the annual number of transactions (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items that had an associated open bill dispute (resolved or otherwise) prior to the transaction being submitted to Enbridge by the biller.
- c) Please identify the annual number of transactions (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items that had an associated open bill dispute post the transaction being submitted to Enbridge by the biller.
- d) Please identify the annual number of transactions (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items that had both an associated open bill dispute pre and post the transaction being submitted to Enbridge by the biller.

Response

- a) Please see below for a revised Table 2 showing transactions up to the end of September 2019.

Table 2: Annual Number of Transactions for Bill Type Codes

Code	Number of Transactions	2014	2015	2016	2017	2018	2019 (Jan-Sep)
47	Account Settlement Rental HVAC	2,439	2,056	2,407	2,349	3,453	2,097
48	Acct Settlement Rental Other	2,965	872	438	531	538	1,134
66	Balance Adjustment	10	21	22	25	43	14
123	Account Settlement Merchandise	317	201	279	193	170	130
124	Acct Settlement Prot. Plan	10,684	7,444	10,051	11,153	12,226	4,884
125	Account Settlement Rentals	31,141	26,003	27,718	37,667	39,569	34,034
126	Account Settlement Service	1,362	1,715	1,494	944	1,044	1,137
127	Customer Relations Adjustment	1,325	1,685	3,464	3,244	4,140	4,196
128	Rental Buyout	7,147	9,839	8,412	9,348	9,583	6,902
129	Rental Removal	2,366	2,927	3,378	3,319	2,899	1,137
130	Rental Adjustment	433	1,871	4,507	126,825	7,097	7,915
	Total	60,189	54,634	62,170	195,598	80,762	63,580

b) and d)

Enbridge Gas is unable to provide the requested data. The data for both requests is not tracked in a manner that allows Enbridge Gas to correlate buy-outs and other post contract items with earlier disputes related to the same rented product.

c) The annual number of transactions that had an associated open bill dispute post the transaction being submitted to Enbridge Gas is set out under the relevant bill type codes in the response to Vista interrogatory #4 d).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 3, Page 2 of 4 (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.

Question:

Please provide a revised Table 3 to include up to the end of October 2019.

Response

Please see the table below.

Table 3: Dollar Amounts for Bill Type Codes

Code	Dollar Value of Transactions	2014	2015	2016	2017	2018	2019 (Jan-Sep)
47	Account Settlement Rental HVAC	\$ 36,589	\$ 17,299	\$ (17,942)	\$ (45,349)	\$ 176,780	\$ 74,933
48	Acct Settlement Rental Other	434,638	(24,838)	(7,006)	20,926	1,367	30,740
66	Balance Adjustment	664	(2,683)	(520)	(2,795)	2,981	510
123	Account Settlement Merchandise	(37,577)	(10,412)	(26,545)	(27,429)	(24,165)	(7,497)
124	Acct Settlement Prot. Plan	519,263	345,060	625,667	522,137	410,313	191,375
125	Account Settlement Rentals	(161,475)	(183,164)	(320,721)	212,788	(290,717)	(957,994)
126	Account Settlement Service	(213,421)	(203,855)	(77,105)	(111,284)	(85,427)	(117,429)
127	Customer Relations Adjustment	(155,469)	(199,892)	(360,832)	(368,252)	(419,441)	(435,945)
128	Rental Buyout	3,502,596	7,017,628	9,184,734	11,662,963	11,946,189	10,995,616
129	Rental Removal	403,232	508,756	562,045	400,693	151,363	75,634
130	Rental Adjustment	(23,918)	(300,753)	(672,519)	(621,492)	(585,068)	(1,162,781)
	Total	\$ 4,305,121	\$ 6,963,147	\$ 8,889,255	\$ 11,642,906	\$ 11,284,175	\$ 8,687,163

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 3, Page 2 of 4 (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.

Question:

Please provide a revised Table 4 to include up to the end of October 2019.

Response

Please see the table below.

Table 4: Transactions & Total OBA Bills

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019 (Jan-Sep)</u>
Number of Rental Buyout & Other Post Contract Items	60,189	54,634	62,170	195,598	80,762	63,580
Total Number of OBA Bills	17,235,033	17,218,806	17,071,374	16,945,352	16,834,525	12,518,427
Percentage	0.35%	0.32%	0.36%	1.15%	0.48%	0.51%

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 3, Page 2 of 4 (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.

Question:

Please provide a revised Table 5 to include up to the end of October 2019.

Response

Please see the table below.

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

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Dollar Value of Rental Buyout & Other Post Contract	\$ 4,305,121	\$ 6,963,147	\$ 8,889,255	\$ 11,642,906	\$ 11,284,175	\$ 8,687,163
Dollar Value of Total OBA Billed Items	\$ 572,097,290	\$ 605,121,258	\$ 638,927,588	\$ 666,652,480	\$ 691,822,199	\$ 535,953,202
Percentage	0.75%	1.15%	1.39%	1.75%	1.63%	1.62%

ENBRIDGE GAS INC.

Answer to Interrogatory from
Summit Home Services ("Summit")

Interrogatory

Reference:

EGI Ex.B, Tab 2, Schedule 3, Page 2 of 4 (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.

Question:

Please provide a revised Table 6 to include up to the end of October 2019.

Response

Please see the response to Summit interrogatory #2.

Please see table below. Data is available up to the end of September 2019.

Table 6: Number of Disputes & Total OBA Disputes

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019(Jan-Sep)</u>
Number of Disputes Related to Rental Buyout & Other Post Contract Items	2,000	1,684	1,953	2,070	1,937	1,103
Total Number of OBA Disputes	27,672	31,114	26,811	25,451	26,679	19,271
Percentage	7.23%	5.41%	7.28%	8.13%	7.26%	5.72%

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, pg. 1 & Attachment 3, pg.10 of 22

Question(s):

- a) Please give examples of "non-CPA" complaints/disputes received by EGI.
- b) Is the list provided at Attachment 3 an exhaustive list of what constitutes a CPA dispute?

Response

- a) The points below provide examples of non-CPA disputes received by Enbridge Gas.
 - The amount of the charge on my bill does not match what I was quoted.
 - I'm a tenant and I'm being billed for rental equipment charges but it should be my landlord.
 - I paid out my loan with the biller but it is still on my bill.
- b) No. The list provided includes common CPA disputes. There may be other items that would also appear to be possible contraventions of the CPA.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, page 2

Question(s):

- a) Please explain how EGI determines that a customer and Biller have resolved a billing issue. Specifically, is a customer's consent/confirmation of settlement required or does the Biller indicate resolution?

Response

Please see the response to HVAC interrogatory #39.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, page 3

Question(s):

- a) For each year 2014 through 2018 please show the total number of individual account disputes (that is remove from Table 1, the repeat account complaints).
- b) For each year please show the number of accounts which registered more than one complaint.

Response

- a) Please see the table below.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Total Accounts with One Dispute	14,757	16,083	12,975	10,928	10,115
Total Number of Bills	17,235,033	17,218,806	17,071,374	16,945,352	16,834,525
Dispute as a Percentage of Bills	0.12%	0.13%	0.11%	0.10%	0.09%

- b) Please see the table below. For each account with multiple disputes, one dispute was created for each charge/product. For example, one account with two disputes would be for two different charges i.e., rental furnace & rental air conditioner. Please note that there may be more than two disputes in a "multiple dispute" scenario, which is why the sum of individual account disputes in part a) plus multiple disputes in part b) is less than the total number of annual disputes as set out in response to Staff interrogatory #9 b).

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Accounts with Multiple Disputes	5,246	6,023	5,448	5,368	5,712

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 1, page 2

Question(s):

The Billing and Collection Services Agreement ("Billing Agreement") states *"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;"*

- a) For each year please provide the total number of complaints forwarded to EGI from Billers. Please clarify if these complaints are included in the Total Dispute line of Table 1.

Response

Enbridge Gas is not aware of any instance where a Biller has notified Enbridge Gas of a dispute.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 1, page 3

Question(s):

- a) For each year 2014 through 2018 please provide separately the number of CPA and non-CPA registered disputes
- b) For each year 2014 through 2018 please provide (i) the number of non-CPA disputes which were not resolved within 45 days; (ii) the number of CPA disputes that were not resolved within 15 days.
- c) Please provide the number of complaints in each year 2014 through 2018 in which the customer contacted EGI challenging that the Biller's suggestion that the matter was resolved.
- d) Please provide the number of "Dispute Notices" received by EGI for each of the years 2014 through 2018.

Response

- a) Please see the response to Board Staff interrogatory #9 b).
- b) Please see the response to Summit interrogatory #2 and the table below.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Non-CPA Resolved within 45 days	23,715	24,967	23,120	21,105	19,411	14,329
Non-CPA Not resolved within 45 days	2,001	4,295	1,993	2,704	4,209	1,058
CPA Resolved within 15 days	1,743	1,542	1,486	1,302	2,109	3,710
CPA Not resolved within 15 days	213	340	212	340	950	174
Total Disputes	27,672	31,144	26,811	25,451	26,679	19,271

- c) Please see the response to Enercare interrogatory #3 b.
- d) Enbridge Gas does not believe that it has been provided with any dispute notices pursuant to section 7.7.2 of the OBA Agreement.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 2, page 2 of 17

Question(s):

Please provide a sample "daily Dispute Report" (with names of customers and biller redacted as necessary).

Response

Please see the table below.

Filed: 2019-12-16
EB-2018-0319
Exhibit I.VECC.6
Page 2 of 2

Record Type	Open_Bill_Reference_Number	Case_ID	Customer_Name	Customer_Address_Street_Num	Customer_Address_Street_Suffix	Customer_Address_Street_Name	Customer_Address_Misc	Customer_Address_City	Customer_Address_Province	Customer_Address_Postal_Code	Customer_Address_Country	Dispute_Initiation_Date	Bill_Type_Code	Bill_Print_Description	Transaction_Number	Charge_Amount	Status	Date_Of_Last_Change	Date_Dispute_Must_Be_Solved	Reinstate_Indicator	Dispute_Comments
2	OBAREFNUM1234567890000000 AAAOCC11	123456789	SANTA CLAUS	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	51	Water Heater	4001100116	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/06 12:58 NANCY Dufour 2016/04/06 12:58 NANCY Dufour Bill Date(s) of Dispute: MAR 1/16 TO PRESENT If dispute is for more than one month include each date. Add more lines if required. Amount of Dispute: \$18.43 + TAX. Product: RWV Reason for Dispute (use full sentences avoid short forms): CX SAID THIS WATER HEATER WAS RETURNED TO COZY COMFORT ON FEB 2 2016 AND THEY BILLED HIM UP TO MAR 22/16. HE'S DISPUTING CHARGES FOR THIS TIMEFRAME AND WOULD LIKE A CREDIT. Customer Name: SANTA CLAUSE Customer Phone Number: 416-123-4567 Biller Name (for dispute): COZY COMFORT ----- 2016/04/08 02:50 Reynaldo C Jonson Updated due date to 45 days
2	OBAREFNUM1234567810000000 AAAOCC11	234567891	TOOTH FAIRY	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	44	Gas Boiler	4000410616	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/06 17:56 Cindie Holder 2016/04/06 17:56 Cindie Holder Biller Name: COZY COMFORT CPA Dispute: No Disputed Product: Gas Boiler Disputed Amount: 20.12 x 6 + tax Oct 2015 - Thru April 2016 Reason for Dispute: Tooth Fairy was billed for Gas Boiler by Cozy Comfort which was not signed for from Oct 2015 - April 2016 billing on customer's account. Customer wants these charges reversed. Customer has contacted the biller already and charges are still being applied Customers Preferred Contact Ph and Time: Provide valid 10 digit A phone number. 4162345678 If customer prefers they can provide a contact email address. **Email Confirmation Sent: Yes/No** **Locks Added: Account Level/Item Level** **Scripting Provided to Customer: Yes/No** ----- 2016/04/07 05:15 Hazel Angelica P Purisima Updated due date to 45 days
2	OBAREFNUM1234567810000000 AAAOCC3D	345678912	ELIZABETH QUEEN	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	60	Furnace	4000992074	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/07 14:19 Brandy Maracle 2016/04/07 14:19 Brandy Maracle Biller Name: Cozy Comfort CPA Dispute: No Disputed Product: Rental Furnace Disputed Amount: \$32.00 plus HST Reason for Dispute: Elizabeth Queen was billed for a rental water heater on her 2016/03/21 invoice while tank has not been working properly for several months. Customer wants these charges reversed and tank removed. Customers Preferred Contact Ph and Time: 416-345-6789 anytime after 5pm -----
2	OBAREFNUM1234565AD8209A56 03DCD02	456789123	WILLIAM KING	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	84	Total Home Protection Plan	200973956	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/05/03 02:37 Reynaldo C Jonson 2016/05/03 02:37 Reynaldo C Jonson 2016/05/02 13:38 Angela Ndlovu 2016/05/02 13:38 Angela Ndlovu Bill Date(s) of Dispute: April 2016 If dispute is for more than one month include each date. Add more lines if required. Amount of Dispute: \$4.60 Product: Cozy Comfort Reason for Dispute (use full sentences avoid short forms): cx has always had one charge for a total home protection plan and this month has two charges, please kindly review and reverse charge, thank you Customer Name: William King Customer Phone Number: 9051234567 Biller Name (for dispute): Cozy Comfort -----

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 2,

Question(s):

- a) Please explain what a "Rate Ready Transaction" is as contrasted to other transactions.
- b) What is a "Standing Request" transaction?

Response

- a) Rate Ready transactions are recurring charges (e.g. a rental water heater) that can be added, deleted or updated.

There are three types of Rate Ready Charges:

- Standing Requests;
- Loans; and
- Rentals.

Bill Ready transactions are charges (debit or credit) managed by the Biller and sent to Enbridge Gas on a daily or monthly basis. Some Billers choose to use these transactions for recurring charges.

- b) A Standing Request is a recurring charge that can be a debit or credit (credits can be used to reflect a repeating discount). A Standing Request can include items other than a loan or a rental (such as a protection plan). The maximum term of a Standing Request is 60 months.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 3, page 1 of 17

Question(s):

- a) For each of the years 2014 through 2018 please provide the number of customer who contacted EGI seeking an alternative method of payment for a third party biller.

Response

Please see the response to Enercare interrogatory #4.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 3, page 11 of 32

Question(s):

- a) Please confirm (or correct) that customers who are in a dispute with a Biller are required to remit all requested payment to Enbridge of disputed amounts during the dispute resolution period.
- b) In the case where the resolution period covers more than one billing period is the customer required to continue payment of any ongoing disputed charges?
- c) What action is taken if the customer refuses to make a payment of the disputed amount?

Response

- a) Not confirmed. Customers do not need to pay any disputed amounts during the dispute resolution period.
- b) No. Please see the response to a) above.
- c) No action is taken as customers are not required to make a payment for the disputed amount. If the dispute is not resolved by the Biller within the relevant timeframe, the charges are removed from the Enbridge Gas bill.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S2/p.2, paragraph 6.

Question(s):

Please advise whether EG takes any steps to verify that the customer has agreed to resolution of the Biller dispute.

Response

Please see the response to HVAC interrogatory #39.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S2/p.2, paragraph 6.Question(s):

Question(s):

- a) Would EG be able to institute a process which requires;
 - i. The customer to contact EG to verify resolution of a dispute?
 - ii. The Biller to provide EG with an acknowledgement signed by the customer to verify resolution of a dispute?In each case, please identify any concerns or impediments to implementing such a process.
- b) Would EG's systems be capable of providing, or could they be modified to provide, on-line functionality for an OBA customer to provide instructions regarding addition/deletion/reinstitution of OBA charges on their EG bill? If modification would be required, please comment on cost and time required for such modifications.

Response

- a)
 - i. and ii. Yes, Enbridge Gas would be able to institute a process for both instances. However, doing so would increase the cost of administering the OBA program. In either instance the number of steps required to resolve a dispute, relative to the current process, will be increased. Enbridge Gas expects that instituting the processes would result in a significant increase in call volumes, program administration and back-office work. Enbridge Gas would look to recover these costs, potentially through a per-dispute fee charged to Billers.
- b) Yes. Enbridge Gas' systems could be modified. Enbridge Gas is currently not in a position to comment on or provide details related to the costs and time required for modifications without specific details on what those modifications would be. Further, the Enbridge Gas customer information system is currently under a change freeze

as upgrading and integration activities proceed. Enbridge Gas does not believe any major changes could be made until late 2021 at the earliest.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S2/Att2/p.1. The OBA User Manual indicates that in the event of a customer dispute new transactions sent by the Biller for the customer with the same Bill Type Code will be blocked.

Question(s):

Please confirm that transactions may still be submitted by the Biller for the customer using a different bill type code, even if not previously used.

Response

Confirmed. Transactions may still be submitted by Billers using a different bill type code, even if not previously used.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S2/Att2/p.2; Exhibit I.Vista.4, Attachment 1, pp.6 and 11.

Question(s):

- a) The referenced evidence appears to indicate that recurring charges, like water heater rental charges or monthly HVAC appliance protection plan charges, are not removed from the bill in the event of a dispute between a customer and the Biller levying such charges. Please confirm whether this is the case.
- b) The referenced evidence appears to indicate that in the event of a dispute involving a recurring charge, customers are advised that they need not pay such recurring charges during the currency of a dispute;
 - i. if they call in and speak to an EG customer service representative; and
 - ii. in an on bill message.

Please confirm that this is the case and whether there are any other mechanisms used for so advising the customer.

Response

- a) Yes, this is the case while the dispute is open. If the Biller fails to resolve the dispute by the due date, then EG will remove the product, credit the disputed charges and block future billing.
- b) If a customer calls in, they are advised by the customer service representative on the phone that they do not have to pay the disputed charge while the dispute is on-going and notified by email (if they have a valid email address on file).

If a customer enters their own dispute on the Enbridge Gas website, then as they are entering the dispute a message appears on the customers screen indicating that they do not have to pay the disputed charge while the dispute is on-going. The customer is also notified by email (if they have a valid email address on file).

The on bill message does not advise the customer they do not have to pay the disputed charges.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S1/p.1, para. 3, item i).

One of the unsettled items in this case includes what control OBA customers should have over the addition of charges on their EG bill.

Question(s):

- a) Please confirm that Billers need not produce any documentary acknowledgment from a customer in order to add charges to that customer's bill.
- b) Could EG institute a process which requires a Biller to provide a signed acknowledgement from a customer in order to add charges to that customer's bill? Please identify any concerns or impediments to implementing such a process.

Response

- a) Billers do not need to provide documentary acknowledgement from a customer to add charges to that customer's bill.
- b) Yes, Enbridge Gas could institute a process which requires a Biller to provide a signed acknowledgement from a customer in order to add charges to that customer's bill. However, the number of steps required to add charges to a customer's bill relative to the current process would be increased and the current process would need to change. Enbridge Gas expects that instituting the process would result in a significant increase program administration and back-office work. Enbridge Gas would look to recover these costs, potentially through a fee charged to Billers. Further, the Enbridge Gas customer information system is currently under a change freeze as upgrading and integration activities proceed. Enbridge Gas does not believe any major changes could be made until late 2021 at the earliest.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vista Credit ("Vista")

Reference:

ExB/T2/S2/p.3, Table 1.

Question(s):

- a) Please disaggregate the data provided in the first row of the referenced table (Total Disputes) to indicate;
- i. How many of the disputes are single disputes per customer for a single product or charge.
 - ii. How many of the disputes represent two disputes per customer for a single product or charge.
 - iii. How many of the disputes represent three or more disputes per customer for a single product or charge.

If EG is unable to provide data to the level of a single product or charge, please provide the data to the level of a single customer (i.e. how many are; (i) a single dispute from a single customer; (ii) two disputes from a single customer; (iii) three or more disputes from a single customer).

Response

- a) The number of disputes set out in Table 1 represents the number of times a single charge or series of charges was disputed. Where a dispute is resolved but then reinstated by the customer it continues to be tracked under the original dispute record and is not counted as a new dispute.
- i. All disputes. The reinstatement process takes care of this. The original dispute is reopened.
 - ii. Zero.
 - iii. Zero.

Please see the response to Enercare interrogatory #3 b) for the total Number of Disputes reinstated.