

Enbridge Gas Inc.
OEB Staff Compendium
Cross Examination
EB-2018-0319
January 30-31, 2020

OEB Staff Compendium for EB-2018-0319 Oral Hearing

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TAB 1

ENBRIDGE GAS INC.

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

Interrogatory

Reference:

Billor 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%

TAB 2

- (b) if the Biller has entered into any other open bill access billing and collection services agreement (or similar agreement) with the Company (including any division of the Company or under any business style of the Company) or any Affiliate of the Company, and there has occurred an 'Event of Default' (as defined in that other agreement) of the Biller pursuant to that other agreement, then upon written notice to the Biller to that effect; or
- (c) if the Billing Fee revenues received by the Company from the Biller together with all Other Billers in any rolling consecutive twelve (12) month period is less than twelve million dollars (\$12,000,000), then upon written notice to the Biller to that effect, given at any time within six (6) months of the end of the relevant twelve (12) month period.

8.6 Biller's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Biller's rights of termination set out elsewhere in this Agreement, the Biller shall have the right to terminate this Agreement:

- (a) at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Company, to that effect; or
- (b) at any time within one (1) year of the Biller discovering the occurrence of an Event of Default of the Company and upon written notice to the Company that the Biller is terminating this Agreement as a result of the occurrence of such Event of Default.

8.7 Events of Default

In addition to any other events set out in this Agreement, the occurrence of any one or more of the following events shall constitute a default by the Biller or the Company, as applicable, under this Agreement and shall be considered an event of default (an "**Event of Default**") if such default is not remedied prior to the expiry of the relevant notice period (if any) or the relevant cure period (if any) applicable to such default as hereinafter set out, or upon the occurrence of the relevant event if there is no notice or cure period applicable:

- (a) if (A) a Party fails to perform or observe any of its obligations under this Agreement on its part to be observed or performed, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party to the defaulting Party: (1) for a period of thirty (30) days; or (2) if such failure or breach is also an obligation of the Party under the *Consumer Protection Act*, and a shorter period is prescribed by the *Consumer Protection Act*, then such shorter period as is prescribed, or (3) such longer period as may be reasonably necessary to cure such failure, provided that the defaulting Party has demonstrated that:

- (i) it is proceeding with all due diligence to cure or cause to be cured such failure,
 - (ii) its proceedings can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably, and
 - (iii) it shall thereafter cure such failure with all due diligence and within the time frame acceptable to the non-defaulting Party, acting reasonably;
- (b) if the Biller fails to perform or observe its obligations, if any, set out in Section 2.6.1(f) [Financial Assurances];
- (c) if the Biller fails to cause any Priority Lien Holder to execute and deliver to the Company any Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (d) if (A) the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(j) [Biller contact information], 2.6.1(m) [assurance of Minimum Credit Ratings], or 4.10 [Company's Request for Documentation], and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for a period of ten (10) days; except where such failure is a direct result of a failure of the Company to fulfill any of the Company's obligations hereunder;
- (e) if the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(b) [Name Restrictions], 2.6.1(c) [Customer Service Agreement], 2.6.1(d) [Verification Calls], 2.6.1(g) [compliance with Applicable Laws], 2.6.1(h) [compliance with privacy obligations], 2.6.2 [Use of Third Party Servicers], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller] on two (2) or more occasions in any rolling consecutive thirty-six (36) month period, with respect to any of such obligations, and in respect of each of which failures the Company has provided a notice to the Biller, regardless of whether any of such failures have been remedied;
- (f) if (A) the Biller fails to perform or observe any of its obligations under this Agreement on its part to be observed and performed, and (B) such failure has or shall have, or could reasonably be expected to have, an adverse effect on the Company (including the public's perception of the Company) or the Company's ability to deliver the Billing Services (in each case, in the sole discretion of the Company);
- (g) if (A) the Number of Customer Billing Disputes in any rolling twelve (12) month period exceeds ten per cent (10%) of the Number of Customer Accounts in such rolling consecutive twelve (12) month period, or (B) the Dispute Resolution Rate is less than eighty-five per cent (85%);

- (h) if any representation or warranty made by the Biller hereunder or any information provided by the Biller pursuant to this Agreement shall prove to have been incorrect or misleading in any respect when made, or at any time during the Term;
- (i) if a compliance order is issued against or in respect of the Biller or the Biller is the subject of any other order made under the *Consumer Protection Act*;
- (j) if a Party files a petition in bankruptcy, makes an application or files a petition seeking any re-organization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver or receiver and manager, trustee or similar officer is appointed for the business or property of the Party or any part thereof, or if any involuntary petition, application or other proceeding under any bankruptcy or insolvency laws is instituted against the Party and is not stayed, otherwise enjoined or discharged within thirty (30) days;
- (k) if any execution, distress or other enforcement process, whether by court order or otherwise, which would have a material adverse effect on the financial viability of a Party becomes enforceable against any property of such Party;
- (l) if a Party commits any act of bankruptcy under the *Bankruptcy and Insolvency Act (Canada)* or is wound up; or
- (m) if a Party ceases 'carrying on business in the ordinary course'; and for this purpose, a Party shall be considered to be 'carrying on business in the ordinary course' if it continues to meet all of its obligations and comply with all of its representations, in all material respects, under this Agreement and each Customer Services Agreement,

provided that each of the above-noted Events of Default have been inserted for the benefit of the non-defaulting Party and may be waived by the non-defaulting Party in whole or in part at any time by notice to the defaulting Party. The non-defaulting Party may, in its sole discretion, extend the period for the remediation of any such Event of Default (if any).

8.8 Effect of Expiration or Termination

8.8.1 Mutual Obligations - Notwithstanding the expiration or termination of this Agreement, for any reason, each Party shall:

- (a) continue to be liable to pay, on the terms herein specified, any amount accrued or accruing and payable by such Party to the other up to the time of termination; and
- (b) in good faith use commercially reasonable efforts to assist the other Party to provide for the transition of the Billing Services from the Company to a Person designated by the Biller.

TAB 3

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 43]

For each of the last three years, please provide the number of Billers who were in default under Section 8.6(d) of the Prior Agreement. For the same period, please provide the number of Billers who would have been default under Section 8.7(e) of the 2019 Agreement, if it had been in effect during those three years. Please confirm that all of the Billers in both cases would have been in the bottom quartile of Billers by number of charges on bills.

Response

In the last three years one Biller was issued a notice of default pursuant to Section 8.6(d) of the Prior Agreement.

In the last three years, under the 2019 agreement, at least two Billers would have been in default pursuant to Section 8.7(e). Ranked by number of charges on bills, each of these Billers would have been in the third quartile.

TAB 4

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.

TAB 5

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.

TAB 6

**HVAC COALITION
Response to OEB Staff #2**

Staff-HVAC-2

Ref 1: HVAC Evidence, p. 7

Question:

In the written evidence of Roger Grochmal, he stated that even giving customers more control over their own bills would not protect the most vulnerable customers. He provided an example of a senior living alone or a new immigrant grappling with Canadian practices, who may be less likely to object or ask questions of a utility bill. They will assume they have to pay.

- a) If a vulnerable customer assumes they have to pay an Enbridge bill, how will a bill from a third party be different?

Roger Grochmal's evidence stated "if customers had more control, fewer companies would use these extra fees as a way of forcing customers to remain with them, rather than looking at other suppliers".

- b) Are these fees typically agreed to in a customer's contract?
- c) If the intent is to force customers to remain with the third party through these fees, please explain the difference, from a customer's perspective, between the fees being collected through Enbridge Gas or the third party.

Response:

- a. A third party bill doesn't carry the same weight as a bill from the gas utility, as evidenced by the very low bad debt allowance Enbridge includes in the assumptions for Open Bill Program costs. The third party would likely have to build a higher allowance for bad debts into their pricing, as they would have to deal with more disputes directly, and with the consequence that many customers might choose not to pay since the perceived consequences are not so great. This is one of the advantages to the billers of the Open Bill Program: customers are more willing to pay amounts that they don't believe, in fairness, they should pay.
- b. Here's the rub. In a very large number of the cases of legacy water heater installations, those originally done by Enbridge's predecessors, there is no

Witness: Roger Grochmal

signed contract. Consequently, there is no contractual fee structure that a homeowner is required to abide by.

Where there is a firm contract with specified buyout provisions, then the customer would be assumed to have been agreed to it by virtue of a signature on the contract, if in fact they were ever given an opportunity to read the contract. There, however, have been examples of contract signatures being obtained under fraudulent means due to misrepresentation. Legislation now exists to protect against this. In addition, in the case of Enercare (at least) the biller will not provide a contract to the customer without the payment of an additional archiving fee.

- c. On the surface, the difference is the perceived threat of the ability of the utility to turn off the supply of gas due to an unpaid bill. There is no communication that I am aware of that instructs homeowners on their rights and obligations when paying items on their gas bill. That threat to cut off the gas is nonexistent on a third party bill.

The underlying difference is actually stronger than that. People pay their utility bills much more readily than other bills, just because they are utility bills. In some cases, this is because they confuse the provider, like Enercare, the successor to the utility's appliance business, with the utility. In other cases, this is because although they know the charge is from a third party, they assume that the utility has approved or certified what the third party is doing, and so is backing them up on any given charge. In still other cases, customers don't put their minds to the difference between the types of charges on their utility bill. See also OEB/HVAC #1 (a).

TAB 7

end or amend the OBA Program because that party believes the program is contrary to the public interest.

Evidence: The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement
I.A.EGI.STAFF.1-8	Response to Staff Interrogatories #1 to 8
I.A.EGI.BOMA.1-7	Response to BOMA Interrogatories #1 to 7
I.A.EGI.CME.1	Response to CME Interrogatory #1
I.A.EGI.HVAC.1 – 29	Response to HVAC Interrogatories #1 to 29
I.A.EGI.IGUA.1	Response to IGUA Interrogatory #1
I.A.EGI.VISTA.1-4	Response to Vista Interrogatories #1 to 4

2. Termination of Bill Insert Program

In the 2014 OBA Settlement (at pages 5-6), the parties agreed that if the proportion of Bill Insert revenues from one client in 2016, 2017 or 2018 are greater than 75%, then Enbridge Gas will either discontinue the Bill Insert Program or apply (by June 30th of the year following the year when revenues from one customer exceeded the threshold) to continue the program with modifications designed to obtain greater market participation. During 2018, only one party made significant use of the Bill Insert offering and the revenues from that party were more than 75% of the total revenues for the Bill Insert Program.

Further to Item #3 in the March 2019 Partial Settlement Agreement, all parties agree that Enbridge Gas will discontinue its Bill Insert Program until such time as any new proposed approach for the Bill Insert program is proposed and approved by the Board. No such proposal is being made in this case.

Evidence: The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
I.A.EGI.STAFF.2	Response to Staff Interrogatory #2
I.A.EGI.BOMA.5	Response to BOMA Interrogatory #5
I.A.EGI.CME.1	Response to CME Interrogatory #1
I.A.EGI.VISTA.2	Response to Vista Interrogatory #2

3. Customer Information

The parties agree that it is appropriate for existing and new OBA customers to receive current information about the OBA Program and customers' rights and obligations under the OBA Program. To accomplish this, Enbridge Gas will prepare (with input from interested parties) a one-page Enbridge-branded customer information sheet that describes the OBA Program, with emphasis on customer rights and obligations. This one-page customer information sheet will explain that Billers are unrelated third parties, and will explain how billing works (including the fact that Enbridge Gas will not disconnect for non-payment of OBA charges) and will also set out the customer's rights in relation to charges that it disputes.

This one-page customer information sheet will be provided to all Enbridge Gas customers in the Enbridge Gas Distribution rate zone as a bill insert in 2020 (at Enbridge Gas's expense), and will be provided by Billers to all new OBA Customers at or around the time that the new customers contract, or are provided their welcome package, for services being billed through the OBA Program. The one-page customer information sheet will also be posted on the Enbridge website.

The parties agree that Enbridge Gas will prepare the one-page customer information sheet after the Board issues a Decision in this proceeding (because the determination of the Unsettled Items will impact what is set out in the document). Enbridge Gas will provide the draft one-page customer information sheet to all parties at the same time as it issues the invitation to participate in the process to renegotiate the OBA Agreement (see Settled Item #7, below). As part of the contract renegotiation process, parties will be invited to provide their suggestions to Enbridge Gas about changes that should be made to the one-page customer information sheet, and parties will also be invited to provide Enbridge Gas with suggestions about how often the one-page customer information sheet should be provided as a bill insert to all Enbridge Gas customers in the Enbridge Gas Distribution rate zone (at Enbridge Gas's expense) - the ultimate decision as to frequency will be left to Enbridge Gas.

Evidence: The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement

4. Annual Stakeholder Meeting and Ongoing Reporting

The parties agree that Enbridge Gas will host an annual OBA Stakeholder Meeting (starting in 2020), to provide information and updates about the OBA Program to all interested parties. All Billers, along with OEB staff and additional parties in this Open Bill proceeding and parties in Enbridge Gas's current rate proceeding will be invited to participate in the annual stakeholder meeting. The discussions at the meeting (including documents exchanged) will be not be confidential (unless the parties agree otherwise for one or more discrete items). At the meeting, Enbridge Gas will provide relevant updates about the OBA program (for example, updates about the status of CIS changes and impacts on the OBA program) and will consider suggestions and answer stakeholder questions.

The parties also agree that Enbridge Gas will provide certain anonymized data about the operation of the OBA Program on a quarterly basis beginning in late 2019. The information to be provided by Enbridge on a quarterly basis will be: (i) the number of active Billers per month (see HVAC interrogatory #8); (ii) the number of new Billers per month (see HVAC interrogatory #8); (iii) the number of service bills per Biller for the past quarter (with the Billers to be listed on a no-names basis); (iv) the number of OBA charges removed from the Enbridge bill because of complaints or customer requests per month; (v) the number of removed OBA charges that are reinstated per month; (vi) information about complaints received (excluding Biller names), organized by category (see Vista interrogatory #4, which lists disputes by billing code); and (v) information about total number of phone calls received by Enbridge Gas related to the OBA program. Enbridge Gas agrees that it will provide context about the numbers of charges

TAB 8

Gas Distribution Access Rule

- (b) if paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the consumer's financial institution; or
- (c) if paid by credit card issued by a financial institution, on the date and at the time that the charge is accepted by the financial institution.

9.3.6 Where a bill issued to a residential consumer includes charges for goods or services other than gas, a gas distributor shall allocate any payment made by the consumer first to the gas charges and then, if funds are remaining, to the charges for other goods or services.

9.3.7 Where payment on account of a bill referred to in section 9.3.6 is sufficient to cover gas charges, security deposits and billing adjustments, the gas distributor shall not impose late payment charges, issue a disconnection notice or disconnect gas supply.

9.3.8 Where payment on account of a bill referred to in section 9.3.6 is not sufficient to cover gas charges, security deposits and billing adjustments, the gas distributor shall allocate the payments in the following order: gas charges, payments towards an arrears payment agreement, outstanding security deposit, under-billing adjustments and non-gas charges.

9.3.9 Despite sections 9.3.6 and 9.3.8, where a residential consumer requests that a payment be allocated in a manner other than that specified in those sections, the gas distributor may, but is not required to, allocate the payment in the manner requested.

9.3.10 For the purposes of this section 9.3, a gas distributor shall apply the following rules relating to the computation of time:

- (a) where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens;
- (b) where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day;
- (c) where an act, other than payment by a consumer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day;
- (d) where an act, other than payment by a consumer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day; and
- (e) receipt of a payment by a consumer is effective on the date that the payment is made, including payments made after 5:00 p.m.

TAB 9

Concerns with Current OBA Program Operation and VISTA Position

7. Notwithstanding the generally positive competitive impact of the OBA program, there are two related issues with the program that VISTA believes need to be addressed to preclude customer confusion and, worse, abuse. These are the two issues before the Board for adjudication in this proceeding;
 - (a) *What level of control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge bill through the OBA program?*
 - (b) *What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?*
8. VISTA has observed, and addresses in this evidence, many instances in which third party billers have instituted Enbridge bill charges, including specifically penalty/termination/or similar charges, despite customer dispute of those charges and, in VISTA's view, a lack of legal entitlement to levy such charges.
9. The Enbridge *Third Party Billing Customer Research* referred to above (the report of which is included as Attachment A) indicates that;
 - (a) only half (48%) of surveyed customers are aware that Enbridge is not affiliated with energy service providers included on the Enbridge bill; and
 - (b) even fewer (43%) are aware that Enbridge does not support or endorse these services.
10. In VISTA's view, informed by longstanding participation in the OBA program, this customer perception renders particularly problematic the ability of third party billers to include penalties, exit or termination fees, or similar charges, on the Enbridge bill. In VISTA's experience customers feel compelled to pay these charges despite disputing their validity, because they are on the Enbridge bill and in order to maintain gas service.
11. In the context of customer perceptions that third party billers are somehow related to or endorsed by Enbridge and that payment of their charges is required in order to maintain gas service, allowing penalty, exit or termination fees on the Enbridge bill can falsely legitimize those charges or unduly coerce customers into paying those charges despite legitimate and continuing dispute regarding the validity of those charges.