

Enbridge Gas Inc.

**Application for approval to continue the existing
financial terms associated with offering Open Bill
Access services for the years 2019 and 2020**

**SUBMISSION OF RELIANCE COMFORT LIMITED PARTNERSHIP ON
THE TWO OUTSTANDING ITEMS**

February 21, 2020

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I. Overview and Position

1. Pursuant to the Procedural Order No. 11 dated January 31, 2020, Reliance Comfort Limited Partnership (“Reliance”) herewith files its submissions in connection with the two outstanding items as set out in the Supplementary Partial Settlement dated October 23, 2019 that the Board accepted in the Procedural Order No. 8 dated November 11, 2019 (the “Partial Settlement”).
2. In its submissions dated January 10, 2020 that were filed in furtherance of Procedural Order No. 8 dated November 11, 2019, Reliance submitted that:
 - (a) Insofar as the first outstanding item is concerned, namely, the ability of a customer to add, remove and reinstate third party charges on its Enbridge bill through the OBA Program, Reliance submits that once a customer contacts Enbridge and requests that a third party charge be added, removed or reinstated from/on its Enbridge bill, Enbridge ought to notify the biller and immediately implement the customer’s instructions without any further process or protocol being engaged; and
 - (b) Insofar as the second outstanding item is concerned, Reliance submits that no restrictions ought to be placed on third parties billing OBA customers for penalties, exit or termination fees or similar end of contract charges on the customers’ Enbridge bill. However, if a customer requests that Enbridge add, remove or reinstate such charges from/on its Enbridge bill, such instructions ought to be implemented by Enbridge without any further process or protocol being engaged.
3. For the reasons detailed below, Reliance herewith maintains its previous submission and position in respect of these items.

II. Discussion

4. As reflected at pages 7 and 8 of the Partial Settlement to which all parties and intervenors expressly agreed and that was filed with and accepted by the Board, both existing and new OBA customers shall be receiving detailed and comprehensive information from Enbridge about the OBA Program. This information will, amongst other things:
 - (a) Detail and advise customers of their rights and obligations under the OBA Program;
 - (b) Be prepared by Enbridge in a one page Enbridge-branded customer information sheet that fully describes the OBA Program, with particular emphasis on customers' rights and obligations; and
 - (c) Explain that third party billers are not related to Enbridge, and will also explain to customers how billing works (including the fact that Enbridge will not disconnect customers from its service by reason of non-payment of OBA charges), and will also set out details of the customer's rights in relation to charges it disputes.
5. It was also agreed and the Board ordered that:
 - (a) This one-page customer information sheet will be provided to all Enbridge customers in the Enbridge Gas Distribution rate zone as a bill insert in 2020 (at Enbridge's expense) and will also be provided by third party billers to all new OBA customers at or around the time that the new customers contract, or are provided with their welcome package for service being billed through the OBA Program;
 - (b) The information sheet will also be made available to customers electronically, by it being posted on the Enbridge website; and
 - (c) Significantly, the parties and intervenors will be invited to provide their suggestions and input into the content of the information sheet and how it should be provided as a bill insert.
6. Therefore, all OBA customers (both current and future) will receive and be fully advised of the detailed information concerning the OBA Program and as to their rights and obligations in connection therewith.
7. At present, customers can and do contact Enbridge to raise questions as to whether third party charges are valid and customers can and do initiate a process that results at their own option, either temporarily or permanently, in these charges being removed from their Enbridge bill.
8. Certain parties to this proceeding (including Enbridge and OEB Staff) have submitted that this process ought to remain in place with certain logistical deadlines and terms being revised.

9. While Reliance does not oppose these submissions and positions, the basic tenet of Reliance's position and submissions is that customers ought to have the right to include and exclude charges from/on their Enbridge bill in the context of their private dealings with billers; such that if a customer advises Enbridge to add, remove or reinstate a particular biller's charge from/on the customer's Enbridge bill, Enbridge ought to implement these instructions and advise the third party biller accordingly without any further or involved process or protocol being engaged.
10. There is neither a basis nor a rationale for interfering with the customer's right to have control and the absolute discretion and ability to include or remove any charges from their Enbridge bill; and, when coupled with the enhanced and additional detailed information that is going to be provided to the customers concerning the OBA Program and their rights and obligations thereunder, Reliance submits that a customer's instructions in this regard ought to be respected.
11. Similarly, and with respect to the second outstanding item, Reliance submits that there is neither a basis nor a rationale for customers to not have the absolute right and ability to have penalties, exit or termination fees or similar end of contract charges included on their Enbridge bill if they choose for these charges to be so included.
12. The private contractual relationship between a customer and a third party biller, where both parties agree to these (or any) charges being included on the customer's Enbridge bill ought to be respected. The suggestion that a customer might not have previously fully understood or appreciated its rights (while not at all true, nor was this proven by any cogent or reliable evidence and is not a suggestion that is accepted by Reliance) has been fully addressed by the detailed information sheet that will be imparted to and received by the customer, as per the agreement of the parties and intervenors and the Order of the Board.
13. The position that penalties, exit or termination fees or similar end of contract charges ought to be precluded from being included on the Enbridge bill, while permitting customers to include other third party biller's charges on their Enbridge bill, is nonsensical and contrary to basic rights and privileges that customers have the right of customers to enter into private contractual relationships with third party billers.

III. Conclusion

14. In summary, Reliance therefore respectfully submits that the two outstanding issues be determined on the basis set out herein.

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