



May 7, 2019

Sent via email

Letter L-18-19



**Re: Customer Choice Program – Disputes # [REDACTED] & # [REDACTED]
(Acct # [REDACTED])/Access Gas Services Inc.**

[REDACTED]:

The British Columbia Utilities Commission (BCUC) is in receipt of your Customer Choice dispute and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

Nature of the dispute

The customer filed the disputes on the basis of an unauthorized signature.

Evidence and other considerations

The contract, dated March 23, 2018 came into effect May 1, 2018. [REDACTED] filed the dispute on March 12, 2019.

According to the customer, the contract is invalid due to an unauthorized signature. [REDACTED] states that the signature on the agreement was unauthorized.

In response to the dispute, Access Gas Services Inc. (Access Gas) states, "The Access CSR confirmed that he could contact Access at anytime to cancel for a fee, but that the rules and regulations of the Customer Choice Program prevent Access from making changes or terminating an Agreement until May 1, 2019 as stated in the Terms and Conditions. The Access CSR then reviewed the TPV call that [REDACTED] conducted; specifically that she confirmed her understanding of the cancellation provisions and that she was authorized to bind Agreements on behalf of [REDACTED]"

During the Third Party Verification (TPV) call [REDACTED] confirms that she:

- is the Manager of [REDACTED];
- has authority to bind agreements for her organization;
- has been provided with a copy of the signed agreement;
- agreed to a price of \$5.89 for a term of five years; and
- has the right to cancel the agreement within 10 days.

Access Gas considers the contract valid and that Access Gas' conduct has been compliant with the Code of Conduct.

As the matter has not been resolved directly between the customer and the gas marketer, the BCUC has reviewed and adjudicated the matter.

BCUC determination

There is insufficient evidence to support the customer's statement that the signatory is not authorized to enter into the agreement. Further, the signatory identifies herself as the Manager and confirms she is authorized to enter into the agreement on behalf of the business during the TPV call and by signing the agreement.

It is noted that during the TPV call the agent does not mention "penalties" or "early exit fees" when asking the customer to confirm her understanding of the cancellation provisions. Under Article 31 of the Code of Conduct for Gas Marketers, the TPV call for commercial consumers must include confirmation that the customer understands the right to cancel without penalty during the 10-day cancellation period, or if the customer waived the right, confirmation that the customers has done so.

The Code of Conduct for Gas Marketers requires penalties be mentioned when confirming cancellation provisions during the TPV call; the TPV call in this dispute is therefore not compliant with the Code of Conduct for Gas Marketers. On this basis, the BCUC determines the contract shall be cancelled as of the dispute date.

The customer will return to FortisBC Energy Inc. for natural gas supply as of March 12, 2019. Please note it may take one to three billing cycles for the change to appear on the customer's bill; a credit will be posted at that time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

OK/aci
Enclosure

cc: Ms. Meghan Karrasch
Director of Operations
Access Gas Services Inc.
meghan@accessgas.com

Charlie Barrotta
Vice President
Access Gas Services Inc.
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An application for reconsideration of this determination can be made following the guidelines enclosed.