



May 31, 2019

Sent via email

Letter L-26-19



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

Dear [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 dispute on the basis of misrepresentation of identity.

Evidence and other considerations

The contract was signed on July 18, 2018 and the customer filed the dispute on April 9, 2019.

According to the customer, the sales representative provided misleading information to convince the customer to enroll in the program.

Access Gas Services Inc. (Access Gas) proposed to resolve the dispute by lowering the fixed rate. Access Gas states the customer declined the proposed resolution. Access Gas is of the view the contract is valid and binding.

During the Third Party Verification (TPV) call, which was recorded and provided to the BCUC as evidence in this dispute, the customer confirms understanding the following key terms of the agreement:

- Access Gas will be supplying natural gas for five years at a rate of \$5.89/GJ;
- the customer may or may not save money under the Customer Choice program; and
- the customer may cancel the agreement within 10 days.

As the customer and gas marketer have not resolved the dispute directly, the dispute has proceeded to adjudication.

BCUC determination

There is insufficient evidence to support the customer's statement that the sales representative misrepresented his identity.

It is noted that during the TPV call, the agent does not mention "penalties" or "early exit fees" when asking the customer to confirm his 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. The BCUC determines the contract shall be cancelled as of the dispute date.

The customer will return to FortisBC for natural gas supply as of April 9, 2019. Access Gas will reimburse the customer the difference between the Access Gas' and FortisBC's natural gas rates for the period of April 9 – June 1, 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/dc
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.