



June 18, 2021

Sent via email

Letter L-20-21

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Customer Choice Program – Dispute [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

[REDACTED] (Customer) filed the dispute on the basis of rate misrepresentation.

Evidence and Other Considerations

The Agreement dated October 18, 2019, came into effect December 1, 2019. The Customer filed the dispute on March 31, 2021.

According to the Customer, "[t]he marketer made it sound like I was locking in my Fortis rate. In reality, I was signing up to be paying twice the market rate. I was lied to and handed papers that say otherwise. [sic]" Further, the Customer states he attempted to contact the Gas Marketer numerous times without success.

Subsequent to the filing of the dispute, Access Gas Services Inc. (Access Gas) spoke with the Customer offering to reduce the Customer's fixed rate or cancel the Agreement effective his next anniversary date. Further, Access Gas offered to waive the applicable exit fees as an exception to the Terms and Conditions of the Agreement.

Access Gas stated there is no valid reason to terminate the Agreement.

During the Third-Party Verification (TPV) call, which was recorded and provided as evidence in the dispute, [REDACTED] confirmed that he:

- is the FortisBC account holder;
- has been provided with a copy of the signed Agreement;
- agreed to a price of \$5.89 per GJ for a term of five years;
- understood that he may or may not save money in the Customer Choice Program; and
- has the right to cancel without penalty within 10 days.

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 sales representative misrepresented the rate. Further, the signatory confirms his understanding of the key points of the Agreement, including the term and rate, that he may not save money by entering into the Agreement, and the cancellation provisions, specifically that early termination of the Agreement may result in early exit fees. The Agreement and TPV call are compliant with the requirements under the Code of Conduct for Gas Marketers.

For these reasons, the BCUC finds the Agreement valid and binding.

Access Gas will remain the natural gas provider. The Customer has the option to cancel the Agreement prior to the end of term in accordance with the Agreement terms and conditions. The Customer may also wish to contact Access Gas to inquire whether the resolution proposed by the Gas Marketer is still available.

Sincerely,

Original signed by Jessica O'Brien on behalf of:

Patrick Wruck
Commission Secretary

AS/ae
Enclosure

cc: Ms. Megan Sedawie
Unbundling Supervisor
Access Gas Services Inc.
meg.sedawie@accessgas.com

Mr. Charlie Barrotta
Vice President
Access Gas Services Inc.
charlie.barrotta@accessgas.com

An application for reconsideration of this determination can be made following the guidelines enclosed.