



ONTARIO ENERGY BOARD

Electricity Retailer Code of Conduct

Restated
July ~~February~~ 1, 20220

TABLE OF CONTENTS

PART A

- 1 GENERAL PROVISIONS

PART B

- 1 FAIR MARKETING PRACTICES
- 2 BUSINESS CARDS AND IDENTIFICATION BADGES
- 3 CONTRACTS AND TRANSFER REQUESTS
- 4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS
- 5 TRAINING
- 6 CERTIFICATION
- 7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING
- 8 SERVICES TO BE MAINTAINED BY A RETAILER
- 9 CONFIDENTIALITY OF CONSUMER INFORMATION
- 10 TRANSFER AND ASSIGNMENT OF CONTRACTS

PART A

1 GENERAL PROVISIONS

1.1 The Purpose of this Code

The purpose of this Electricity Retailer Code of Conduct (the "Code") is to set out the minimum standards that a licensed retailer must meet when retailing electricity to consumers.

1.2 Definitions

In this Code:

“account holder” has the meaning given to it in the ECPA;

“account holder’s agent” has the meaning given to it in the ECPA Regulation;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“associated agreement” has the meaning given to it in section 2 of the ECPA Regulation

“business day” means any day other than a Saturday or a holiday;

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

“consumer information” means information relating to a specific consumer obtained by a retailer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

“contract” has the meaning given to it in section 2 of the ECPA;

"contract price" has the meaning given to it in section 2 of the ECPA Regulation;

“customer” means a consumer with whom a retailer has a contract for the supply of electricity;

“disclosure statement” has the meaning given to it in the ECPA Regulation;

“ECPA” means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

“ECPA Regulation” means Ontario Regulation 389/10 made under the ECPA;

“Effective ECPA Date” means January 1, 2011;

“holiday” means a holiday described in section 88 of the *Legislation Act, 2006*, S.O. 2006, c. 21, Sched. F as well as the August Civic Holiday;

“low volume consumer” means a consumer who annually uses less than 150,000 kilowatt hours of electricity or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

“OEB” means the Ontario Energy Board

“regulation” means a regulation made under the Act or the ECPA;

“retailing” includes door-to-door selling, internet selling, direct mail selling, and any other means by which a retailer or a salesperson or verification representative of a retailer interacts directly with a consumer;

“salesperson” has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a retailer but excludes a verification representative when acting solely in that capacity;

“text-based” has the meaning given to it in section 2 of the ECPA; and

“verification representative” means a person that conducts the verification of a contract on behalf of a retailer.

1.3 Application

This Code applies to all retailers licensed under section 57(d) of the Act.

1.4 Interpretation

1.4.1 Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a

statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

1.4.2 Nothing in this Code shall be construed as permitting a retailer to:

- (a) sell or offer to sell electricity to a low volume consumer in person at the consumer's home;
- (b) cause a salesperson to sell or offer to sell electricity to a low volume consumer in person at the consumer's home; or
- (c) undertake advertising or marketing activities in a manner contrary to the ECPA Regulation.

1.5 Low volume consumer contracts only with account holder

A retailer shall not enter into, verify, renew or extend a contract with any low volume consumer for the supply of electricity to premises other than:

- (a) the account holder for the premises; or
- (b) an account holder's agent for the premises,

and references in Parts A and B of this Code to "consumer" or "low volume consumer" shall be interpreted accordingly.

1.6 Obligation to comply with the law

1.6.1 A retailer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a retailer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.

1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

1.7 Obligation to ensure persons comply

1.7.1 A retailer shall ensure that its salespersons and verification representatives adhere to the same standards required of the retailer as set out in this Code.

1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a retailer shall be deemed to be the acts or omissions of the retailer.

1.8 Determinations by the OEB

1.8.1 Any matter under this Code requiring a determination of the OEB may be determined by the OEB without a hearing or through an oral, written or electronic hearing, at the OEB's discretion.

1.9 Breach of this Code

A breach of this Code may occur in the course of retailing even if no contract is entered into, amended, renewed or extended.

1.10 Coming into Force

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Electricity Retailer Code of Conduct dated December 20, 2004, as of the Effective ECPA Date, and the Electricity Retailer Code of Conduct dated December 20, 2004, is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the OEB publishes the amendment by placing it on the OEB's website after it has been made by the OEB.

1.10.4 The amendments to this Code made by the OEB on December 1, 2016, come into force on January 1, 2017.

Electricity Retailer Code of Conduct

~~July~~ ~~May~~ 18, 20~~22~~~~17~~

1.10.5 The amendments to this Code made by the OEB on March 31, 2017 come into force on April 18, 2017.

1.10.6 The amendments to this Code made by the OEB on October 29, 2019, come into force on February 1, 2020.

1.10.7 The amendments to this Code made by the OEB on June 14, 2022 come into force on July 1, 2022.

PART B

1 FAIR MARKETING PRACTICES

- 1.1 A retailer or salesperson of a retailer, when retailing to a consumer, shall:
- (a) immediately and truthfully give the name of the salesperson and the retailer to the consumer, and state that the retailer is not the consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
 - (b) if retailing to a low volume consumer in person at a place other than the retailer's place of business, provide the low volume consumer with a business card that meets the requirements of this Code;
 - (c) if retailing to a low volume consumer in person at a place other than the retailer's place of business, display an identification badge that meets the requirements of this Code;
 - (d) state the price to be paid under the contract for the supply of electricity, and state the term of the contract;
 - (e) not exert undue pressure on a consumer;
 - (f) allow a consumer sufficient opportunity to read all documents provided;
 - (f.1) if retailing to a low volume consumer at residential premises, provide and leave with the low volume consumer such documents as may be approved by the OEB;
 - (f.2) not undertake advertising or marketing activities in a manner contrary to the ECPA Regulation;
 - (g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and
 - (h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

1.2 If a low volume consumer asks whether an OEB-approved document referred to in section 1.1(f.1) is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the OEB can make a translation available on request.

1.3 If retailing to a low volume consumer in respect of a retail contract for which there is an associated agreement, the retailer shall also:

(a) accurately and completely describe the proposed transaction in its marketing and promotional materials and shall not include any promise or suggestion of a benefit or financial advantage that is not otherwise included in the contractual terms and conditions of the associated agreement;

(b) in disclosing the estimated annual electricity cost savings to the consumer under the associated agreement, ensure the estimate is:

(i) provided for the length of the associated agreement; and

(ii) clearly identified as an estimate and subject to change; and

~~(a)~~(c) not be required to comply with Section 3.2 of the Code.

2 BUSINESS CARDS AND IDENTIFICATION BADGES

Business cards

2.1 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business provides the low volume consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the low volume consumer about the retailer's products, services or business and before requesting any information about the low volume consumer, including asking that the low volume consumer locate any utility bills.

- 2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:
- (a) the licence number issued to the retailer under the Act;
 - (b) the name and address of the retailer;
 - (c) the name of the salesperson acting on behalf of the retailer;
 - (d) the toll-free telephone number of the retailer; and
 - (e) the website address of the retailer.

Identification badges

2.3 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.

- 2.4 The identification badge referred to in section 2.3 shall be clear and legible and:
- (a) clearly identify that the salesperson is acting on behalf of the retailer, is not a representative of the low volume consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
 - (b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
 - (c) identify the retailer;
 - (d) identify the name of the salesperson acting on behalf of the retailer;
 - (e) identify the title or position of the salesperson;
 - (f) include an identification number for the salesperson that has been issued by the retailer for that purpose; and

(g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the low volume consumer.

3 CONTRACTS AND TRANSFER REQUESTS

Contracts with low volume consumers

3.1 A contract between a retailer and a low volume consumer shall clearly state:

- (a) the time period for which the contract is in effect;
- (b) the type and frequency of bills the low volume consumer will receive; and
- (c) any terms and conditions for renewal, extension or amendment.

3.2 A retailer shall not enter into any contract with a low volume consumer that has a term of more than five years.

3.2A A contract with a low volume consumer shall:

- (a) include standard contract terms and conditions approved by the OEB; and
- (b) not contain any provision that is inconsistent with the OEB-approved standard contract terms and conditions.

3.2B A retailer shall use the OEB-approved standard contract terms and conditions referred to in section 3.2A without alteration or redaction except as expressly contemplated by the OEB-approved standard contract terms and conditions and then only in respect of the information specifically called for by the OEB-approved standard contract terms and conditions.

- 3.2C A retailer shall ensure that any provision that it includes in a contract in addition to the OEB-approved standard contract terms and conditions referred to in section 3.2A is in plain language.
- 3.2D If a low volume consumer asks whether the OEB-approved standard contract terms and conditions referred to in section 3.2A are available in a language other than English or requests them, the retailer shall inform the low volume consumer that the OEB can make a translation available on request.

Transfer requests and supply (low volume consumers)

- 3.3 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer unless:
- (a) the retailer has given a text-based copy of the contract to the low volume consumer;
 - (b) the retailer has given the applicable OEB-approved disclosure statement to the low volume consumer;
 - (c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
 - (d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
 - (e) the contract has been validly verified.

Transfer requests and supply (other consumers)

- 3.4 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a consumer who is not a low volume consumer to that retailer or supply electricity to a consumer that is not a low volume consumer unless the retailer has the permission of the consumer in writing to do so.
- 3.5 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer who is not a low volume consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or this Code, or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a compliant contract; and

- (a) if the consumer accepts the compliant contract, provide a copy of the compliant contract to the consumer within 14 days of acceptance by that consumer; or
- (b) if the consumer does not accept the compliant contract, immediately reverse the transfer request.

Transfer requests where contract with low volume consumer is cancelled

3.6 Where a retailer receives notice of cancellation of a contract from a low volume consumer, the retailer shall submit a request to the applicable electricity distributor for a change of electricity supply for that low volume consumer to the electricity distributor, within 10 days of receipt of the notice of cancellation.

Transfer requests where low volume consumer enters into contract with another retailer

3.7 A retailer that is notified of a pending transfer request by an electricity distributor under section 10.5.4 of the Retail Settlement Code that pertains to a contract with a low volume customer shall, within 5 business days of the date of receipt of that notification, notify the low volume consumer to whom the transfer request relates of the pending transfer request and of the consequences to the low volume consumer if processing of the transfer request is completed. The notification to the low volume consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the retailer if the processing of the transfer request is completed. The notification to the low volume consumer may be:

- (a) text-based; or
- (b) by telephone, provided that the retailer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA Regulation, where a retailer makes a recording of a telephone call under this section, the retailer shall provide a copy of the recording to the low volume consumer within 10 days after the low volume consumer requests it.

- 3.8 Section 3.7 only applies where the low volume consumer's contract with the retailer will expire after the proposed transfer date.

4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS

Disclosure statements for low volume consumers

- 4.1 A retailer shall not offer a contract to a low volume consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the OEB.
- 4.2 A retailer shall not renew or extend a contract with a low volume consumer unless the retailer has given the low volume consumer a disclosure statement in the applicable form approved by the OEB.
- 4.3 If a low volume consumer asks whether an OEB-approved disclosure statement is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the OEB can make a translation available on request.
- 4.4 If a retailer wishes to provide a low volume consumer with an OEB-approved disclosure statement in a language other than English, the retailer shall first ascertain whether the disclosure statement is available from the OEB in that language. If the disclosure statement is available from the OEB in that language,

the retailer may only provide the low volume consumer with the disclosure statement as made available by the OEB. If the disclosure statement is not available from the OEB in that language, the retailer may provide the low volume consumer with a translation of the OEB-approved disclosure statement provided that the translation is true, accurate and complete.

- 4.5 A retailer shall not alter or redact an OEB-approved disclosure statement except where expressly contemplated by the disclosure statement and then only in respect of the information specifically called for by the disclosure statement. Where a retailer that prepares a translation of an OEB-approved disclosure statement as permitted by section 4.4(b), the retailer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the OEB-approved disclosure statement.

Price comparisons

- 4.6 A retailer shall ensure that a disclosure statement provided to a low volume consumer is accompanied by a price comparison. For that purpose, the retailer shall:
- (a) use the applicable price comparison template approved by the OEB, in the form and with the content that is made available by the OEB at the relevant time and without alteration or redaction other than to include details of the retailer's contract price offer and such other information as is required by the instructions contained in or posted on the OEB's website with the template; and
 - (b) complete the OEB-approved price comparison template by including details of the retailer's contract price offer and such other information as is required by the instructions contained in or posted on the OEB's website with the template, and shall do so in accordance with those instructions.

- 4.7 A retailer shall ensure that the information regarding the contract price being offered to a low volume consumer that is included by the retailer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.
- 4.8 A retailer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the retailer.
- 4.9 If a retailer wishes to provide a low volume consumer with a price comparison in a language other than English, the retailer may provide the low volume consumer with a translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the OEB referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

Verification of contracts with low volume consumers

- 4.10 A retailer shall ensure that the verification of a contract with a low volume consumer by telephone complies with section 4.11.
- 4.11 The verification of a contract with a low volume consumer by telephone shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:
- (a) the verification representative shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the OEB and that those statements and questions are made and asked in the order set out in the script;
 - (b) the verification representative shall not deviate from the applicable OEB-approved script except when and as expressly permitted by the terms of the script, or as required to comply with paragraph (e), to provide a factual

- answer to a question from the low volume consumer or to provide a factual clarification where the low volume consumer has indicated that he or she does not understand a statement made by the verification representative;
- (c) except where expressly permitted by the terms of the applicable OEB-approved script, where the script calls for a “yes” or “no” answer from the low volume consumer, the verification representative shall terminate the verification call if the low volume consumer does not provide a clear affirmative response;
 - (d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the retailer or make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable OEB-approved script;
 - (e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable OEB-approved script so requires, and shall do so in accordance with the requirements of the ECPA Regulation or the applicable OEB-approved script, as applicable; and
 - (f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.11A A retailer shall ensure that verification of a contract with a low volume consumer over the internet:

- (a) complies with sections 4.11B and 4.11C; and
- (b) is conducted through an internet verification website that is secure.

4.11B The verification of a contract with a low volume consumer over the internet shall comply with the following requirements:

- (a) the retailer’s verification representative shall send an e-mail to the consumer, to the e-mail address provided by the consumer for internet verification purposes, that complies with paragraph (c) and that contains a

- link to the internet verification website that meets prevailing and generally-accepted security standards and protocols;
- (b) the internet verification website must not be accessible by consumers other than through the link referred to in paragraph (a), and a consumer must not be permitted access to the internet verification website once the verification period prescribed by the ECPA Regulation has expired in relation to that consumer's contract;
- (c) the e-mail referred to in paragraph (a) must comply with the following requirements:
 - (i) the e-mail may only be sent to the consumer within the verification period prescribed by section 12(3) of the ECPA Regulation that is applicable to the consumer's contract;
 - (ii) the date and time of communication of the e-mail to the consumer must be verifiable;
 - (iii) the e-mail shall contain the applicable message approved for that purpose by the OEB, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved message, or as required to comply with paragraph (iv) or applicable law; and
 - (iv) the e-mail shall contain contact information for the retailer's verification representative for purposes of making inquiries or reporting technical issues with the internet verification website;
- (d) the consumer's session on the internet verification website must be cancelled in a reasonable period of time if the consumer does not continue the session, and a message to that effect must automatically be displayed on the consumer's device;
- (e) the consumer must be provided with the option to download or print the applicable OEB-approved verification form referred to in paragraph (g) at any time without any obligation to verify the contract;
- (f) the internet verification process must include the following functionality:

- (i) the consumer must be required to authenticate his or her identity before being able to proceed to the applicable OEB-approved verification form referred to in paragraph (g);
- (ii) the IP address of the device from which the consumer is undertaking the internet verification process must be recorded and maintained;
- (iii) the consumer's responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) must be saved such that the consumer may leave a session on the internet verification website and return to it later without having to start over;
- (iv) the consumer must be able to return to his or her responses to questions or statements on the OEB-approved verification form referred to in paragraph (g) and change them at any time before completing the form;
- (v) the internet verification website must allow the consumer to increase the font size of content on the website; and
- (vi) the internet verification process must have such additional functionality as may be specified in the instructions on the applicable OEB-approved verification form;
- (g) the applicable verification form approved by the OEB must be used, without deviation except when and as expressly permitted by the terms of the applicable OEB-approved verification form, or as required to comply with applicable law;
- (h) the internet verification process must be automatically terminated where required by the ECPA Regulation or the applicable OEB-approved verification form, and a termination message must automatically be displayed on the consumer's device advising the consumer of the reason for the termination in plain language; and

- (i) where a consumer completes the applicable OEB-approved verification form, a message must automatically be displayed on the consumer's device at the time and in accordance with the instructions on the form.

4.11C A contract with a consumer is not considered verified unless the consumer has provided a response to each question or statement on the OEB-approved verification form referred to in section 4.11B(g) and the message referred to in section 4.11B(i) is displayed.

4.11D Where a consumer has been sent the e-mail referred to in section 4.11B(a) but has not yet completed the internet verification process, a verification representative may re-send the e-mail to the consumer or otherwise communicate with the consumer with a reminder that the contract has not yet been verified, but may do so no more than once in any seven-day period. Such communication shall not contain any statements of a promotional nature about the products, services or business of the retailer or contain any representation that is inconsistent with or contrary to the OEB-approved message referred to in section 4.11B(c) or the applicable OEB-approved verification form referred to in section 4.11B(g).

4.12 Where a low volume consumer notifies a retailer that the consumer does not wish to verify a contract, whether as part of a verification call or an internet verification process or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining verification of that contract.

Renewal or extension of contracts with low volume consumers

- 4.13 A retailer shall ensure that the renewal or extension of a contract with a low volume consumer complies with section 4.14.
- 4.14 The renewal or extension of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:
- (a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the OEB;
 - (b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable OEB-approved script;
 - (c) except where expressly permitted by the terms of the applicable OEB-approved script, where the script calls for a “yes” or “no” answer from the low volume consumer, the salesperson shall terminate the renewal or extension call if the low volume consumer does not provide a clear affirmative response;
 - (d) the salesperson shall terminate the renewal or extension call where the applicable OEB-approved script so requires, and shall do so in accordance with the requirements of the applicable OEB-approved script; and
 - (e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.
- 4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a low volume consumer notifies a retailer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining the renewal or extension of that contract.

4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer that is a low volume consumer notifies a retailer that the customer does not wish to renew or extend the contract, the retailer shall not renew or extend the contract unless the retailer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

5 TRAINING

5.1 A retailer shall ensure that no salesperson or verification representative that acts on its behalf retails to a low volume consumer or negotiates, enters into, verifies, renews or extends a contract with a low volume consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.

5.2 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

(a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process, in each case as they pertain to low volume consumers; and

(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:

(i) electricity market structure;

- (ii) how to complete a contract application;
- (iii) behaviour that constitutes an unfair practice;
- (iv) use of business cards;
- (v) use of identification badges;
- (vi) any OEB-approved document referred to in section 1.1(f.1);
- (vii) the OEB-approved standard contract terms and conditions referred to in section 3.2A;
- (viii) disclosure statements;
- (ix) price comparisons;
- (x) verification;
- (xi) consumer cancellation rights;
- (xii) renewals and extensions;
- (xiii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;

(xiii.a) if retailing in respect of a contract for which there is an associated agreement, how net metering works under Ontario Regulation 541/05 (Net Metering), including the disclosure obligations under the ECPA Regulation that pertain to a consumer who enters into a contract for which there is an associated agreement;

- (xiv) persons with whom a retailer may enter into, verify, renew or extend a contract; and
- (xv) all relevant OEB regulatory requirements not already covered above, including those set out in this Code.

5.3 A retailer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

- (a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the OEB-approved script referred to in section 4.11 or the requirements for internet verification as

set out in sections 4.11B to 4.11D, including the OEB-approved message referred to in section 4.11B(c) and the OEB-approved verification form referred to in section 4.11B(g), as applicable to the method of verification that the verification representative will be using; and

- (b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
- (i) electricity market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) any OEB-approved document referred to in section 1.1(f.1);
 - (iv) the OEB-approved standard contract terms and conditions referred to in section 3.2A;
 - (v) disclosure statements;
 - (vi) price comparisons;
 - (vii) verification;
 - (viii) consumer cancellation rights;
 - (ix) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
 - (ix.a) if retailing in respect of a contract for which there is an associated agreement, how net metering works under Ontario Regulation 541/05 (Net Metering), including the disclosure obligations under the ECPA Regulation that pertain to a consumer who enters into a contract for which there is an associated agreement;
 - (x) persons with whom a retailer may enter into and verify a contract; and
 - (xi) all other relevant OEB regulatory requirements not already covered above, including those set out in this Code.

5.4 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

- (a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process applicable to low volume consumers, including the use of the OEB-approved script referred to in section 4.14; and
- (b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
 - (i) electricity market structure;
 - (ii) behaviour that constitutes an unfair practice;
 - (iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
 - (iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
 - (v) any OEB-approved document referred to in section 1.1.(f.1);
 - (vi) the OEB-approved standard contract terms and conditions referred to in section 3.2A;
 - (vii) disclosure statements;
 - (viii) price comparisons;
 - (ix) consumer cancellation rights;
 - (x) renewals and extensions;
 - (xi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
 - (xi.a) if retailing in respect of a contract for which there is an associated agreement, how net metering works under Ontario Regulation 541/05 (Net Metering), including the disclosure obligations under the

ECPA Regulation that pertain to a consumer who enters into a contract for which there is an associated agreement.

- (xii) persons with whom a retailer may renew or extend a contract; and
- (xiii) all relevant OEB regulatory requirements not already covered above, including those set out in this Code.

5.5 A retailer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or “e-training”), developed only by an employee of the retailer or by a person under contract, provided that such person is not also under contract to the retailer for the purpose of providing salespersons or verification representatives or of otherwise carrying out retailing or verification activities. A retailer shall also ensure that training is conducted or, in the case of internet-based training (or “e-training”), developed only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

- (a) a retailer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson’s or verification representative’s knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;
- (b) the training test questions may be fixed or taken randomly from a test question repository;
- (c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 80% pass mark on the training test;
- (d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the

- salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and
- (e) the retailer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.
- 5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.
- 5.8 A retailer shall ensure that each salesperson and verification representative that acts on its behalf in relation to low volume consumers re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the retailer.
- 5.9 A retailer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the retailer in relation to low volume consumers for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the retailer in relation to low volume consumers.
- 5.10 A retailer shall maintain, for each salesperson and verification representative that acts on its behalf in relation to low volume consumers, complete records of the following:
- (a) the training material used (updated for each time the person undergoes training);

- (b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
- (c) proof of identity of the person;
- (d) the date(s) any training of the person was conducted;
- (e) the date(s) any testing of the person was conducted;
- (f) the training test questions, answers and score (for each time the person undergoes testing);
- (g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the retailer in relation to low volume consumers; and
- (h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the retailer in relation to low volume consumers, and shall be provided to the OEB on request.

6 CERTIFICATION

6.1 A retailer shall not enter into, renew, extend or amend a contract with a low volume consumer on and after the Effective ECPA Date unless the retailer has filed with the OEB a certificate of compliance in the form set out in Appendix A and received from the OEB the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.

6.2 Where a retailer indicates “N/A” on the certificate of compliance referred to in section 6.1 in relation to a given statement, the retailer shall not conduct the activity to which that statement relates unless the retailer has filed with the OEB a further certificate of compliance in respect of that activity in the form set out in

Appendix B and has received from the OEB written acknowledgement of that certification.

- 6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the retailer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.
- 6.4 Commencing in 2012, a retailer shall provide in the form and manner required by the OEB, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code in relation to retailing to low volume consumers.

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

Consumer complaints

7.1 A retailer shall provide to its low volume consumer customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the retailer's toll-free telephone number and the telephone number of the OEB's Consumer Relations Centre.

7.2 After a consumer directly contacts a retailer and makes a complaint, if the complaint is not resolved to the satisfaction of the consumer within 10 business days, the retailer shall inform the consumer that the consumer may contact the OEB at any time, and shall at the same time provide the consumer with either the OEB's designated toll-free telephone number or local telephone number (as requested by the consumer), and the website address designated by the OEB for that purpose.

7.3 For the purposes of sections 7.2 and 7.3A to 7.3I:

"complaint" means an allegation by a consumer of a breach of an enforceable provision by a retailer;

"Consumer Complaint Response Process" means the requirements set out in sections 7.3A to 7.3I;

"enforceable provision" has the meaning given to it in section 3 of the Act; and

“OEB E-Portal” means the OEB’s electronic communication tool used to communicate with a retailer for the purposes of the Consumer Complaint Response Process.

- 7.3A A retailer shall, within five business days of the coming into force of this section, provide the OEB with an e-mail address for the purposes of the Consumer Complaint Response Process. The retailer shall ensure that the e-mail address is monitored at all times during the retailer’s regular business hours.
- 7.3B A retailer shall, within five business days of the coming into force of this section, provide the OEB with the name, title, direct telephone number, direct e-mail address, and mailing address of:
- (a) the person designated by the retailer as the retailer’s contact person for purposes of the Consumer Complaint Response Process; and
 - (b) the person that the person in paragraph (a) reports to.
- 7.3C If any of the information required under section 7.3A or 7.3B changes, the retailer shall provide the OEB with updated information as soon as possible upon becoming aware of the change and in any event no later than five business days of the change taking effect.
- 7.3D Where a non-complaint issue from a consumer is forwarded to a retailer through the OEB E-Portal, the retailer shall respond directly to the consumer, in a timely manner. In such a case, the retailer is not required to follow the process set out in sections 7.3E to 7.3H.

7.3E Where a complaint is forwarded to a retailer through the OEB E-Portal, the retailer shall provide, through the OEB E-Portal, a response to the complaint that meets the requirements of section 7.3F within:

- (a) two business days of the date of receipt of the complaint, where the complaint relates to an allegation of egregious agent conduct or is otherwise identified as urgent by the OEB when forwarding the complaint to the retailer; or
- (b) 10 business days of receipt of the complaint in all other cases.

7.3F The retailer's response referred to in section 7.3E must include the following:

- (a) all pertinent information regarding the complaint, including any relevant background information;
- (b) the steps taken by the retailer to investigate the complaint;
- (c) the steps taken by the retailer to resolve the complaint;
- (d) any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;
- (e) if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;
- (f) if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and

- (g) a copy of all relevant documents and communications between the consumer and the retailer in relation to the complaint.

7.3G Within five business days of being requested to do so, a retailer shall provide, through the OEB E-Portal, such additional information beyond the information required by section 7.3F regarding the retailer handling of a complaint as may be required by the OEB in order to review and assess the matter.

7.3H Where section 7.3F(f) applies and the steps for implementing the resolution were not all completed at the time the retailer provides its response under section 7.E, the retailer shall confirm through the OEB E-Portal once the full resolution has been completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.

7.3I For the purposes of the Consumer Complaint Response Process, where there is a 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.

Compliance monitoring

7.4 A retailer shall maintain a compliance monitoring and quality assurance program that enables the retailer to monitor compliance with the Act, the ECPA, the regulations and all applicable OEB regulatory requirements in relation to retailing to low volume consumers and to identify any need for remedial action.

7.5 The program referred to in section 7.4 shall:

- (a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the

- retailer in relation to compliance with the Act, the ECPA, the regulations and all applicable OEB regulatory requirements;
- (b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the retailer; and
- (c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a retailer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable OEB regulatory requirement in relation to retailing to low volume consumers, the retailer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the retailer in relation to low volume consumers.

Retailer complaint and compliance information

7.7 As of a date to be determined by the OEB, a retailer shall maintain on its website such information as may be prescribed by the OEB relating to the retailer's performance in relation to complaints and compliance with applicable legal and regulatory requirements pertaining to low volume consumers. The information shall be posted in the form provided or approved by the OEB, shall be updated as required by the OEB and shall be posted on a separate page on the retailer's website.

7.8 The retailer shall include on the webpage referred to in section 7.7 a prominent link to the page on the OEB's website designated by the OEB for that purpose that reads: "For more information on our complaint and compliance performance visit the Ontario Energy Board website."

7.9 A retailer shall include a prominent link to the webpage referred to in section 7.7 on the home page of its website.

8 SERVICES TO BE MAINTAINED BY A RETAILER

8.1 A retailer shall have a current mailing address in Ontario and a current telephone number listed in Ontario, and shall provide them to every customer. If the retailer retails electricity to low volume consumers, the retailer shall have a telephone number which may be reached by the general public without charge, and shall provide the telephone number to every low volume consumer.

9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A retailer shall not disclose consumer information as defined in this Code to any person other than the consumer or the OEB without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

- (a) for billing or market operation purposes;
- (b) for law enforcement purposes;
- (c) to comply with a statute or an order of a court or tribunal;
- (d) when past due accounts of the consumer have been passed to a debt collection agency; or
- (e) for the purpose of complying with the Market Rules.

9.2 A retailer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.

9.3 A retailer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

10.1 A retailer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed retailer.

10.2 A retailer must notify the OEB of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.

10.3 Within 60 days of any sale, transfer or assignment of a contract to another retailer, the new retailer must notify the affected customers of the new retailer's address for service and toll-free telephone number.

APPENDIX A

Form of Certificate of Compliance under Section 6.1 of the Code

Electricity Retailer Certificate of Compliance Under Section 6.1 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.1 In this Certificate:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the OEB under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Certification Date;

“Effective Certification Date” means the date on which this Certificate is signed by the Retailer and filed with the OEB;

“low volume consumer” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct; and

“verification representative” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 In this Certificate, “N/A” in relation to a given statement means that the Retailer will not, as of the Effective Certification Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

1.4 All statements in this Certificate pertain to retailing to low volume consumers.

Part II: Certification

I, <identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>, having made all necessary enquiries, certify on behalf of the Retailer that:

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Certification Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		
The methods of verification the Retailer intends to use as of the Effective Certification Date are the following:	Yes	No
(A) Telephone		
(B) Internet		

Certificate of Compliance		
	Yes	N/A
1. Salespersons		
(A) No salesperson acting on behalf of the Retailer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements.		
(B) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(D) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(E) The Retailer’s practices for hiring or contracting for salespersons are such that on and after the Effective Certification Date, those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(F) Adequate processes and controls, designed to ensure that the conduct of salespersons on and after the Effective Certification Date is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(B) The required disclosure statement, price comparison and any OEB document referred to in section 1.1(f.1) of the OEB’s Electricity Retailer Code of Conduct will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Retailer’s internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		

Certificate of Compliance		
	Yes	N/A
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(C) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
4. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives conducting verification by telephone on behalf of the Retailer have been instructed to do so using the verification call script approved by the OEB		
(C.1) All verification representatives conducting internet verification on behalf of the Retailer have been instructed to do so using the e-mail message and verification form approved by the OEB		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer's verification representative on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Retailer's verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		

Certificate of Compliance		
	Yes	N/A
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement, price comparison and any OEB-approved document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the OEB		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		

Certificate of Compliance		
	Yes	N/A
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer on and after the Effective Certification Date is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints on and after the Effective Certification Date alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner, and, where applicable, are in accordance with the Consumer Complaint Response Process set out in the OEB's Electricity Retailer Code of Conduct		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner and, where applicable, are in accordance with the Consumer Complaint Response Process set out in the OEB's Electricity Retailer Code of Conduct, to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: <insert date of filing>

[Signature]
 [Title]

Notes:

1. In accordance with section 6.3 of the OEB's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.

2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

APPENDIX B

Form of Certificate of Compliance under Section 6.2 of the Code

Electricity Retailer Certificate of Compliance Under Section 6.2 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.1 In this Certificate:

“applicable legal and regulatory requirements” means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the OEB under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

“Effective Date” means the date this Certificate is signed by the Retailer and filed with the OEB;

“low volume consumer” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct;

“Retailer” means the licensed retailer identified in the opening paragraph of section II;

“salesperson” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct; and

“verification representative” has the meaning given to it in the OEB’s Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 All statements in this Certificate pertain to retailing to low volume consumers.

Part II: Certification

Whereas on <insert date> the Retailer filed with the OEB a Certificate of Compliance under section 6.1 of the Electricity Retailer Code of Conduct in which the Retailer indicated “no” or “N/A” in relation to one or more statements.

And whereas the Retailer now intends to conduct the activities to which those statements relate.

I, <identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>, having made all necessary enquiries, certify on behalf of the Retailer that:

Note: Indicate “yes” for any statement for which “no” or “N/A” was indicated in the certificate filed under section 6.1 of the Electricity Retailer Code of Conduct and in relation to which the Retailer now intends to conduct the relevant activities.

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Date are the following:	Yes	No
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer’s place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		
The methods of verification the Retailer intends to use as of the Effective Date are the following:	Yes	No
(A) Telephone		
(B) Internet		

Certificate of Compliance		
	Yes	N/A
1. Salespersons		
(A) No salesperson acting on behalf of the Retailer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(D) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(E) The Retailer’s practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(F) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement, price comparison and any OEB document referred to in section 1.1(f.1) of the OEB’s Electricity Retailer Code of Conduct will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Retailer’s internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements		

Certificate of Compliance		
	Yes	N/A
and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
4. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives conducting verification by telephone on behalf of the Retailer have been instructed to do so using the verification call script approved by the OEB		
(C.1) All verification representatives conducting internet verification on behalf of the Retailer have been instructed to do so using the e-mail message and verification form approved by the OEB		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer's verification representative (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(D.1) Adequate processes and controls, designed to ensure that all communications over the internet between the Retailer's verification representative and a consumer are recorded and that the record of such communications can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and		

Certificate of Compliance		
	Yes	N/A
only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement, price comparison and any OEB document referred to in section 1.1(f.1) of the OEB's Electricity Retailer Code of Conduct will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the OEB		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer is recorded and that a copy of the call recording can be retrieved and		

Certificate of Compliance		
	Yes	N/A
provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner. and, where applicable, are in accordance with the Consumer Complaint Response Process set out in the OEB's Electricity Retailer Code of Conduct		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner, and, where applicable, are in accordance with the Consumer Complaint Response Process set out in the OEB's Electricity Retailer Code of Conduct, to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: <insert date of filing>

[Signature]
 [Title]

Notes:

1. In accordance with section 6.3 of the OEB's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.
2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.