MANITOBA	) Order	No. 109/08
	)	
THE PUBLIC UTILITIES BOARD ACT	) July 2	22, 2008

BEFORE: Graham Lane, CA, Chairman Len Evans, LLD, Member Monica Girouard, CGA, Member

CENTRA GAS MANITOBA INC.
RULES, POLICY AND PROCEDURES
(MARKETING NON-SYSTEM PRIMARY GAS IN MANITOBA)

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## Summary and Background

By Order 160/07, the Public Utilities Board (Board) amended the guidelines that support the marketing of primary natural gas in Manitoba. The Order followed a public hearing that included representation from gas marketers (marketers or brokers), consumer groups and Centra Gas Manitoba Inc. (Centra).

Order 160/07 reflected a level of dissatisfaction with the options and pricing of options for fixed price fixed term primary gas contracts then available to consumers. The approach currently in place arose from a market framework established ten years ago, by Board Order 15/98. Then, the expectation was that the guidelines would result in customers having a variety of options that would provide a real opportunity to reduce their natural gas bills. However, circumstances including the nature of the market changed over time, and the expectations of Order 15/98 were not realized, leading to Order 160/07.

The Board's continuing objective is to enhance the competitive marketplace for the supply of primary natural gas in Manitoba, and that objective was continued by Order 160/07 and is expected to lead to changes to provide residential natural gas consumers with:

- meaningful choices with respect to the supply of primary gas;
- 2. a broader range of fixed term and price contract offerings; and

3. a psychological if not economic benefit - the opportunity to secure pricing representing both fairness and cost effective certainty.

By Order 160/07: monthly enrolment replaced quarterly enrolment; minimum volume requirements for retailer/broker contract offerings to consumers were eliminated (initially to be on a trial basis); and, the allowable sales channels for the marketing of primary natural gas was to be extended to include telephone and internet sales, subject to changes to the Code of Conduct, which sets out the rules by which marketers/brokers offer their primary gas contracts, and pertains to:

- door-to-door sales practices;
- rules governing the notification of both Centra and the respective marketer with respect to a customer switching a supplier;
- 3. amended requirements for record keeping and reporting, including required notification to the Board by marketers of marketing changes;
- 4. enhancing the Board's website to provide consumer information related to natural gas marketing;
- 5. amendments to the cancellation period and confirmation process; and, perhaps most notably,
- 6. direction to Centra to file an application with the Board seeking to offer 1 5 year fixed price and term primary gas contracts to consumers.

# Implementation Guidelines for the New Marketing Rules

For the changes directed or provided for by Order 160/07 to be put in place, rules and amended guidelines had to be developed and implemented.

Towards the development of those rules and guidelines, the Board requested parties that were involved in the Board proceeding that led to Order 160/07 to provide comprehensive submissions. Subsequently, the Board received submissions from Direct Energy, Energy Savings (Manitoba) LP., Shell Canada, SemCanada Energy, ECNG Energy, and the Consumers Association of Canada (Manitoba)/Manitoba Society of Seniors, as well as Centra.

Following consideration of the submissions and reflection on the directions established by Order 160/07, by this Order the Board provides for:

- a revised and expanded Code of Conduct for marketers/brokers;
- 2. a "consumers" Guide to be provided to consumers purchasing natural gas;
- 3. bill inserts, to be circulated by Centra with monthly natural gas bills;
- 4. a Customers' Bill of Rights;
- 5. a confirmation letter, to be sent by Centra upon notification of a customer's decision to switch primary gas suppliers; and
- 6. a telephone script to be used by marketers.

Also by this Order, and for the first time, the Board establishes specific rules to be applicable to certain classes of customers.

The Board expects that with the implementation of this Order, and the changes expected to be implemented to market rules and design, new and "better-priced" competitive fixed price and term primary gas contract offerings will be made available, particularly to small volume consumers.

The Board recognizes the ongoing changing dynamics of the retail natural gas marketing environment and will consider, on an ongoing basis, suggestions for changes to the directions provided herein or resulting from this Order.

#### Additional Considerations

- By a future process, the Board will determine a method for presenting forecasts of future natural gas prices, possibly to be included with the confirmation letter. The Board is inclined to consider directing the inclusion of historical pricing, with the format as set out in the table of Appendix B.
- Although internet marketing was approved in principle by Order 160/07, the Board asked for comprehensive proposals describing not only internet marketing processes but also rules for the collecting and storing of electronic signatures. The Board still requires these proposals, and will not allow for internet marketing until such proposals have been submitted, revised as deemed advisable, and approved by the Board.

- Centra is to include a copy of the "Guide to the Purchase of Natural Gas in Manitoba" with each confirmation letter sent to a consumer. Marketers will no longer be required to leave a copy of the Guide with the customer during door-to-door sales visits. However, marketers must leave a copy of the "Customers' Bill of Rights" with customers in each instance of a customer signing a contract.
- When a customer contracts for marketer supply via telephone, the marketer is to send the customer a copy of the contract as well as a copy of the "Customers Bill of Rights" within two business days.
- Telesales calls are to be recorded by marketers and the recordings kept for the duration of the contract and an additional three months, excepting upon alternative direction by the Board.

## IT IS THEREFORE ORDERED THAT:

Rules to govern the marketing of natural gas in Manitoba, as explained above and outlined in the following documents, attached as Appendix "A" "B" "C" "D" "E" "F" and "G", are effective as of August 1, 2008.

"A" A Code of Conduct for Marketers.

"B" A Guide to the Purchase of Natural Gas in Manitoba.

"C" A bill insert to be circulated by Centra Gas.

"D" The Customers Bill of Rights.

"E" The Confirmation letter to be sent by Centra when a customer contracts to switch his/her primary gas supplier.

"F" The telephone script to be used by Direct Energy Marketing Limited.

"G" The telephone script to be used by Energy Savings (Manitoba) LP.

THE PUBLIC UTILITIES BOARD

"GRAHAM LANE, CA"

Chairman

"H. M. SINGH"
Acting Secretary

Certified a true copy of Order No. 109/08 issued by The Public Utilities Board

Acting Secretary

#### APPENDIX "A"

# CODE OF CONDUCT FOR DIRECT PURCHASE TRANSACTIONS

#### PURPOSE

This Code of Conduct ("Code") sets the minimum standards under which a natural gas marketer may sell or offer to sell natural gas to a consumer, or act as agent or broker with respect to the sale or offering for sale of natural gas to a consumer.

#### SCOPE

The purpose of this Code is to foster and uphold a sense of responsibility towards the consumer and towards the general public by all those engaged in marketing of gas to gas customers in the Province of Manitoba.

The Code applies to all practices used in the marketing of gas for both residential and commercial consumers. Where the practices are different between small volume and large volume consumers, it is noted.

The Code is to be applied in spirit as well as to the letter, bearing in mind the varying degrees of knowledge, experience, and discriminatory ability of consumers.

#### 1. DEFINITIONS

In this Code, unless the context otherwise requires:

"Act" means The Public Utilities Board Act, C.C.S.M., c P280, as amended;

"Contract" means a legally binding agreement between the consumer and a marketer for the sale of natural gas at a fixed price for a fixed period of time;

"Board" means the Public Utilities Board of Manitoba;

"Broker" means a marketer;

"Confirmation letter" means a letter sent from the distributor to the consumer. The confirmation letter is sent on notification from the marketer to the distributor that the consumer has entered into a contract with the marketer for the supply of natural gas;

"Consumer" means a person who uses natural gas;

"Consumer information" means information relating to a specific consumer, which is obtained by a marketer or its salesperson from the customer, a distributor or any other source in the process of selling or offering to sell gas to the consumer, and includes information obtained without the consent of the consumer;

"Customer" means a person who purchases gas from a
marketer;

"Day" means a business day, not including weekends or statutory holidays;

"Direct purchase" means the purchase of natural gas by a consumer from supplier(s) other than a distributor;

"Distributor" means a person who owns or operates a distribution system for the purpose of delivering gas to consumers;

"Electronic" means communication created, recorded, transmitted, or stored in digital form or in other intangible form by electronic, magnetic, or optical means or by any other means that has capabilities for creation, recording, transmission, or storage similar to those means. Electronic communication is primarily conducted over the internet;

"Large volume consumer" means a consumer that is not in the Small General Service (SGS) rate class;

"Marketer" means a person who is registered to sell gas under Section 114 of the Act and,

- (a) sells or offers to sell gas to a consumer;
- (b) acts as the agent or broker for a seller of gas to a consumer; or,
- (c) acts or offers to act as the agent or broker of a consumer in the purchase of gas;

"Marketing" for the purpose of this Code, means activities intended to solicit a consumer or potential consumer to contract with a marketer, including providing consumer's consideration an Offer, and characterized door-to-door selling, bv internet, telemarketing, direct mail selling activities, and other means by which a marketer or its salesperson interacts directly with a gas consumer or potential gas consumer;

"Offer" means a proposal to enter into a contract, made to an existing or prospective customer for the sale of natural gas;

"Premise" means the building or portion of a building that is provided with gas through a single metre;

"Price" means a determined amount of money on a ¢/cubic metre basis of natural gas, plus any fees or charges to be paid by the consumer for the benefit of the marketer;

"Salesperson" means a person who is employed by or otherwise conducts marketing on behalf of a marketer, or makes representations to consumers on behalf of a marketer for the purpose of effecting sales of gas or entering into contracts with consumers;

"Small volume consumer" means a consumer in the Small General Service (SGS) rate class;

"Telemarketing" is marketing and selling conducted by the marketer using the telephone, and may be initiated by the consumer or the marketer;

"Third party" with respect to a marketer, means a person other than the marketer, and includes other marketers, affiliates, consumers and other persons;

"Verbal" means communication between the consumer and the marketer over the telephone that is recorded by the

marketer. The communication may be initiated by either the consumer or the marketer; and

"Written" means communication through writing, facsimile, or any other means of written communication considered legally binding in the Province of Manitoba.

#### 2. APPLICATION and AMENDMENT

- 2.1 Any marketer who offers a contract to a consumer must be licensed and registered to do business in the Province of Manitoba and be licensed as a marketer with the Board pursuant to s.114 of the Act.
- 2.2 The Board may on its own motion or on application by others, amend this Code from time to time.

#### 3. FAIR MARKETING PRACTICES

- 3.1 A marketer shall ensure that its salespersons adhere to the same standards required of the marketer as set out in this Code.
- 3.2 A marketer shall ensure that its agents do the following when marketing or offering a contract to a consumer:
  - (a) immediately and truthfully identify themselves to the consumer;
  - (b) immediately provide a business card to the consumer, where applicable;

- (c) specifically state that the offer is not being
  made by the distributor and state that
  distributor's name;
- (d) not seek to mislead or otherwise create any confusion in the mind of a consumer about the identity of the marketer or its salesperson, or about the trademarks of the regulated distributor or of competitors;
- (e) not seek to mislead or otherwise create any confusion in the mind of a consumer about links to the distributor or a government agency;
- (f) not exert undue pressure on a consumer;
- (g) provide sufficient time for a consumer to read thoughtfully and without harassment all documents provided prior to the customer signing;
- (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 with regard to any term in an offer;
- (i) provide only timely, accurate, verifiable, and truthful comparisons;
- (j) not make any verbal representations regarding contracts, rights, or obligations unless those representations are contained in the written or electronic contract;

- (k) ensure all descriptions and promises made in promotional material are in accordance with actual conditions, situations and circumstances;
- (1) not use print that due to its size or other visual characteristics is likely to impair the legibility or clarity of documents provided to consumers;
- (m) not exploit the age or knowledge of the English language of the consumer.
- 3.3 Where a marketer's advertising or marketing materials contain representations concerning the nature, quality and price of any distributor's or supplier's service, the economy, or the market price of natural gas the marketer shall take such steps as are reasonable and appropriate to ensure that such representations are timely, accurate, verifiable and truthful.
- 3.4 A contract for small volume consumers shall clearly indicate the time period for which the contract is in effect, and any terms and conditions for renewal. A contract shall also clearly state:
  - the price in ¢/cubic metre;
  - terms of payment, including frequency and to whom payment will be made if applicable;
  - the start date of the contract;

- how to make a complaint to or enquiry of the gas marketer;
- that the customer is entitled to receive a copy of this Code from the marketer;
- how to access the customer complaints resolution process described in Section 9 of this Code;
- cancellation rights of the customer, including the
   day cancellation period;
- reasons for which the contract may be terminated;
- whether the contract can be transferred or assigned to another marketer; and
- premises to which the contract applies.

Where a contract contains any of the following material terms they must be stated clearly:

- deposits required by marketer, if applicable;
- exit fees payable to the marketer, if applicable;
- late charges, if applicable;
- the nature and amount of any other charges payable to the marketer related to the contract, if applicable; and
- the type and frequency of bills the customer will receive, if applicable.

3.5 A marketer shall provide the consumer with a copy of the contract at the time the contract or agreement is entered into for door-to-door sales and by mail for telephone sales. Customers entering into a contract by way of the internet must be provided with the facility to print their contract.

## Clauses 3.6 through 3.12 apply only to small volume consumers:

- 3.6 Any contract used by a marketer shall clearly indicate on the front page the price in ¢/ cubic metre together with any other fees payable to the marketer and the duration of the contract.
- 3.7 A marketer shall file with the Board its form of contract and any amendments thereto.
- 3.8 A contract with a consumer shall indicate whether it is being made with respect to specified premises for the time being owned, occupied, or controlled by the consumer.
- 3.9 A marketer must retain evidence of the permission, either verbal, electronic, or written, of the customer authorizing the marketer to supply gas to a consumer.
- 3.10 A marketer shall not enter into any contract with a consumer that is inconsistent with the offer made to the consumer leading to the contract.
- 3.11 A marketer shall not provide any form of direct monetary incentive to a consumer to entice them to enter into a contract. The Board shall use its

discretion to determine what constitutes a direct monetary incentive.

3.12 A marketer's price shall remain fixed for each 12-month period of the contract. Seasonal pricing variation will not be allowed.

#### 4. IDENTIFICATION

This section applies only to small volume consumers.

- 4.1 A marketer shall, when marketing, use the name under which it is registered, and any reference to the name of a salesperson in any advertisement shall identify the marketer for whom that salesperson acts.
- 4.2 A marketer shall provide the following information in a business card when marketing at a place other than its business premises:
  - name in which the marketer is registered;
  - a Manitoba or toll-free telephone number, civic address, and email address of the marketer that may be used by the general public to contact the marketer; and
  - name of the salesperson.
- 4.3 The salesperson shall be wearing an ID badge with a photograph of the salesperson, if marketing door-to-door.

#### 5. INFORMATION TO BE MAINTAINED BY A NATURAL GAS MARKETER

This section applies only to small volume consumers.

- 5.1 A marketer shall maintain on file:
  - (a) a list of salespersons and the dates of their employment;
  - (b) a list of its customers;
  - (c) permission from each consumer, either verbal, written, or electronic, to submit a request to a distributor to allow the marketer to supply gas or arrange the gas supply to the consumer;
  - (d) permission from each consumer, either verbal, written, or electronic, to purchase gas from the marketer or for the marketer to purchase gas as agent for the consumer;
  - (e) a copy of the complete contract which the marketer has with each consumer; and
  - (f) a complete recording of the telephone call between the consumer and the marketer if the consumer entered into a contract over the phone;

and shall provide such information to the Board upon request.

5.2 The information required by sub-sections 5.1 (c), (d) and (e) may be contained on a single document or in a single digital record.

#### 6. CUSTOMER INFORMATION

- 6.1 A marketer shall not disclose customer information to a third party without the consent of the customer in writing, except where customer information is required to be disclosed for the following purposes:
  - (a) for billing or gas supply management purposes;
  - (b) for law enforcement purposes;
  - (c) for the purpose of complying with a legal requirement; or
  - (d) for the processing of past due accounts of the consumer which have been passed to a debt collection agency.
- 6.2 Customer information may be disclosed where the information has been sufficiently aggregated such that an individual's customer information cannot reasonably be identified.
- 6.3 A marketer shall inform customers that customer information may be released to a third party without the customer's consent for the purposes of billing, gas supply management, law enforcement, compliance with a legal requirement or the processing of past due

accounts of the consumer which have been passed to a debt collection agency.

#### 7. CONTRACTS

This section applies only to small volume consumers.

- 7.1 Every contract which a marketer enters into with a customer shall include a condition that allows the customer to unconditionally cancel the contract by giving notice by phone, registered mail or email (with a copy to the Board at publicutilities@gov.mb.ca) within 10 days of the date of the confirmation letter from the distributor.
- 7.2 A marketer shall not assign, sell, or otherwise transfer the administration of a contract to another person who is not a registered marketer. Within 60 days after any assignment, sale or transfer of the administration of a contract to another registered marketer, the new marketer must send to any affected consumer a notice of assignment which includes the new marketer's address for service and the telephone number advising the consumer that within 30 days of the receipt of such a notice of assignment a consumer may notify the new marketer that it wishes to cancel its contract and the marketer shall thereupon cancel the contract.

#### 8. DISPUTE RESOLUTION PROCESS

- 8.1 Where a consumer wishes to make a complaint against a marketer with which the consumer has signed a contract or where a contract was offered by the marketer respecting the conduct, business or affairs of the marketer involved in marketing or selling natural gas to the consumer, the consumer may file a complaint with the Board. The complaint should be referred first to the marketer in question to discuss or resolve the complaint.
- 8.2 A marketer shall use good faith efforts to attempt to resolve all consumer complaints and inquiries made to it.
- 8.3 If for any reason a marketer cannot resolve a consumer complaint, the marketer shall inform the consumer that they may refer the complaint to the Board which will hear and determine consumer complaints.
- 8.4 At the time a consumer makes a complaint about a marketer to the Board it shall provide the marketer with a written summary of the complaint and any documents on which the consumer bases the complaint.
- 8.5 After receiving a complaint from a consumer about a marketer, the Board shall advise the consumer and the marketer of a time and place at which the consumer's complaint will be heard and determined. The consumer or marketer may attend the hearing in person or participate by telephone conference.

- 8.6 At a hearing the consumer first will present its complaint and the marketer then will have an opportunity to respond.
- 8.7 After hearing the consumer's complaint and the marketer's response, and the response to any follow-up questions addressed to either party, the Board shall determine whether the marketer has contravened any provision of this Code.
- 8.8 If the Board determines that the marketer has not contravened any provision of this Code, the Board shall dismiss the complaint.
- 8.9 If the Board determines that the marketer has contravened this Code, the Board may impose any or all of the following remedies or penalties for each breach:
  - (a) reprimand the marketer;
  - (b) declare that any contract between the consumer or any group of consumers affected in a similar manner and the marketer does not qualify for any direct purchase service offered by the distributor and direct the distributor to accept a request by the consumer and or any group of customers affected in a similar manner to return to purchasing their natural gas from the distributor;
  - (c) levy such fees or charges as set by the Board.

- 8.10 Any determination made by the Board pursuant to this section does not affect, determine, limit, or exclude any legal rights or remedies possessed by either the consumer or the marketer arising from any matter existing between them.
- 8.11 Any complaint by a consumer who has not signed a contract with the marketer that is the subject of the complaint should be referred by the Board to the marketer in question to discuss the complaint. If the complainant is not prepared to contact the marketer, the Board will accept the complaint. A summary of the complaint and copies of any supporting documentation will be sent to the marketer and the marketer given an opportunity to respond to the complaint. Where the Board considers the complaint to have merit, the complaint and the marketer's response will be dealt with in accordance with the provisions of the Act.
- 8.12 Any complaint by a person who is not a customer that a marketer has failed to comply with the provisions of this Code will be referred first to the marketer in question to discuss the complaint. If for any reason a marketer cannot resolve the complaint, the person may refer the complaint to the Board to be dealt with in accordance with the provisions of the Act.

#### APPENDIX "B"

## GUIDE TO THE PURCHASE OF NATURAL GAS IN MANITOBA

As a Manitoba natural gas consumer, you have a choice when buying natural gas for your home or business. This guide provides information to help you select the choice that's right for you.

#### THIS BROCHURE IS INTENDED TO:

- Help you understand what your choices are;
- Inform you of some of the benefits and risks associated with those choices;
- Inform you of the approved marketing methods through which marketers may approach you; and
- Make you aware of your rights and responsibilities.

This brochure was developed under the auspices of the Public Utilities Board by licensed natural gas marketers, Centra Gas Manitoba Inc. (Manitoba Hydro), the Consumers Association of Canada (Manitoba) and the Manitoba Society of Seniors. The brochure explains the roles of Centra Gas and private sector gas marketers, to provide information to assist you in making an informed choice about your gas supply.

#### UNDERSTANDING YOUR NATURAL GAS SUPPLY

Natural gas is a commodity that is bought and sold in a highly competitive marketplace, one shaped by the forces of supply and demand on a continental basis. Natural gas prices rise and fall every day.

In Manitoba, consumers have a choice in purchasing natural gas for use in homes and businesses. Consumers can purchase their natural gas:

- 1) from Centra Gas on a regulated basis, or
- 2) from a gas marketer on an unregulated basis.

The choices are similar to those faced by a person choosing a residential mortgage. When shopping for a mortgage one might ask, "Do I want a fixed interest rate or a variable interest rate?" And, "How long do I want my choice to be locked in for?" When shopping for a natural gas supplier, the questions could be similar. "Do I want a fixed price, or a price that changes more frequently?" "Do I want a five-year term, or a one-year term?"

Regardless of which company supplies your natural gas, most of the natural gas you use is imported from Western Canada through a major transportation pipeline system, which transports the gas to Centra Gas's distribution facilities in Manitoba. Centra Gas delivers natural gas to your home or business through its network of pipelines and equipment.

The costs of providing these services are shown on your gas bill in the following way:

#### Primary Gas

This is natural gas received from Western Canadian sources. It can be purchased from a natural gas marketer, or from Centra Gas. Your Primary Gas represents nearly all of the natural gas used in your home.

If you are a typical residential customer, the cost of Primary Gas is approximately 60% of your total annual bill. This is the portion of your bill affected by your choice of gas purchase options.

#### Supplemental Gas

Supplemental Gas is purchased by Centra when demand is higher than normal to ensure supply is available. The Supplemental Gas price varies annually.

### Transportation to Centra

This is the cost of transporting natural gas to Manitoba. This cost includes pipeline charges to transport gas to Manitoba and the costs to store gas purchased in the summer for use in the winter.

#### Distribution to Customer

This is the cost incurred by Centra to deliver the natural gas to your home or business. This includes the cost of pipe and facilities that Centra has installed, the operation and maintenance costs for the distribution system, and other customer services.

#### Basic Monthly Charge

This charge recovers some of the same costs as
Distribution to Customer charge but does not depend on
how much natural gas a customer uses. It helps pay for
such things as the maintenance of metres and underground

pipelines, as well as the cost of metre reading, billing and record keeping.

#### The role of Centra Gas

Centra Gas is a regulated utility that delivers natural gas and provides related utility services. Centra Gas is owned by Manitoba Hydro.

Centra Gas provides these services to all customers, regardless of whether you purchase your Primary Gas supply from Centra or a gas marketer.

Centra Gas also sells Primary Gas to its customers. In addition, it supplies Supplemental Gas and is responsible for providing backstopping and bridging services to all customers. Backstopping and bridging services are only required in the event that a customer's marketer is unable to provide them with their Primary Gas supply. Like the other services Centra provides, the Primary Gas supply option offered by Centra Gas is regulated by the Public Utilities Board of Manitoba.

#### The role of gas marketers

Gas marketers, also called gas brokers, are independent businesses, and are not associated with Centra Gas. They offer Primary Gas supply at unregulated prices to consumers choosing to contract with them. Marketers offer the opportunity to select an option with different terms or pricing than that offered by Centra Gas, such as a fixed price for a fixed period of time.

The prices offered by marketers are not regulated by the Public Utilities Board.

Given normal weather conditions, your Primary Gas supply charge, itemized on your monthly gas bill as Primary Gas, represents about 60% of your annual natural gas bill.

#### HERE ARE YOUR OPTIONS:

There are two ways you can buy your Primary Gas. Each option comes with its own benefits and risks.

## 1. Marketer Supply Option

You contract to buy your Primary Gas supply from a marketer at an agreed upon price per cubic metre for a specified number of years (from 1 to 5 years). The marketer supplies the Primary Gas to Centra who then delivers it to you. Centra Gas will bill you for your Primary Gas supply at the price you agreed to pay your marketer, and then Centra Gas will pay the marketer on your behalf.

If you choose this option, your agreed-upon price per cubic metre will be shown in the Primary Gas area of your gas bill. The name and telephone number of your Primary Gas Supplier will also appear on your Manitoba Hydro bill.

#### 2. Centra Supply Option

You buy your Primary Gas from Centra Gas. Centra Gas offers a single gas supply option to all consumers. The

price for Centra's Primary Gas charge is approved by the Manitoba Public Utilities Board and is a pass-through of the cost of gas. The market price for natural gas changes so Centra's price is adjusted every 3 months. This ensures that those prices are equal to the prices paid by Centra's customers.

If you choose Centra supply, the regulated Centra Gas price will appear on the Primary Gas line of your Manitoba Hydro bill.

You may enrol in Centra's Equal Payment Plan with either the Marketer Supply Option or with the Centra Supply Option.

#### How do I know which option is best for me?

As with any other product or service, the best option for you will be the one that suits your own particular needs.

Each option will present a unique set of benefits and risks to the consumer. In order to choose between options, consumers will need to consider their price choices, the terms and conditions of the contract offered by the marketer, how much natural gas they use, natural gas market conditions, and their own personal risk tolerance.

For example, suppose you choose a fixed price (an amount that remains the same for the contract period). If the market conditions drive up the market price of natural gas and it remains higher than your fixed price, you would benefit. On the other hand, if gas prices remain lower than

your fixed price, you could end up paying more than if you chose the system supply option.

It is important to understand the terms of your contract. You need to ask questions about other terms of your contract. For example, is there a penalty or fee to get out of the contract? Is the contract transferable if you move?

You should choose the option that best suits your needs. Some consumers may prefer the savings of a short-term price, while others may prefer the stability of a fixed price for a longer term.

# Only Your Primary Gas Supply Charge Is Affected

Keep in mind that the Primary Gas charge on your gas bill represents about 60% of your bill. The Supplemental Gas charge, the Transportation charge, the Delivery charge and the Basic Monthly charge are all shown on your monthly gas bill and represent about 40% of your bill. These charges continue to be regulated by the Manitoba Public Utilities Board and are not affected by your Primary Gas supply purchase choice.

In entering into a fixed price and fixed term gas supply contract with a marketer, you are fixing the price per cubic metre, you are not fixing your bill. While marketers offer a fixed price per cubic metre of natural gas, it is important to realize that bills are based on the amount of gas used for that month as well as the price per cubic metre.

## When can you change your supply option?

If you would like to pursue a new option and are currently buying Centra supply, you can authorize a marketer to act on your behalf by signing a contract with that marketer at any time. Your marketer will then notify Centra Gas and your new contract will take effect at the first available opportunity, usually within 75 days from agreeing to the contract.

If you have already agreed to a contract with a gas marketer for your Primary Gas supply, the terms and conditions of the contract will determine - and may limit - when you can change to another supplier. If you have questions about your contract, call your gas marketer. Their name and telephone number appear on your monthly gas bill.

#### How to locate marketers?

Marketers may advertise, send an agent to your door, mail information directly to you, or contact you by phone. While neither the Manitoba Public Utilities Board nor Centra can recommend a natural gas marketer to you, the Public Utilities Board does maintain a current list of all marketers who are licensed to do business in Manitoba and registered with the Board, and that list appears on its Website at www.pub.gov.mb.ca. You can get a copy of this list by contacting the Board at (204) 945-2638 or toll free at 1-866-854-3698 (in Manitoba). You may also be able to find some gas marketers listed in the Yellow Pages.

## How will marketers contact you?

The Public Utilities Board has approved the following marketing channels:

# a) Telephone marketing:

Marketers may now use what is commonly known as telemarketing, and are required to follow the protocols as set by the Canadian Radio-Television and Telecommunications Commission, as well as any other requirements set by the Public Utilities Board. Telephone sales and related communications must be made with the person(s) named on the Manitoba Hydro bill, recorded and retained by the marketer as proof of sale, where you agree to a contract on the telephone.

#### b) Internet Sales

This would require you to initiate contact with the marketer though their website. You are encouraged to print any final arrangement you have made.

#### c) Door-to-door sales

Contracts will continue to require the signature of the person(s) named on the Manitoba Hydro bill.

# d) Mailings

Contracts sent and agreed to by mail will require the signature of the person(s) named on the Manitoba Hydro bill.

When you agree to a contract over the phone, the marketer will mail you a copy of the contract which has the terms and conditions.

#### Cancellation Period

No matter what method is used, when you agree to a contract Centra Gas will send you a confirmation letter stating that you have agreed to a contract with a marketer. If you change your mind about the contract, you must call your marketer before the end of the cancellation period. The confirmation letter tells you the end of the cancellation period, which is 10 business days after Centra Gas mails the confirmation letter.

#### Tips for making an informed decision

Take the time to find out what your options are and to compare the choices offered by various gas marketers and Centra Gas. Ask questions. Comparative rates are available on the Public Utilities Board website. Marketers advertise their prices on their websites.

Before you agree to a contract, understand all of the terms and conditions.

#### FURTHER CONSIDERATIONS

Under the marketer supply option you will be taking on two other risks in addition to those already mentioned.

#### 1. Risks related to your contract

Because you are agreeing to a contract, you should understand all the contract details. Make sure you understand all costs and fees, and if and when they apply to you.

# 2. Risk of supply failure

If your marketer is unable to supply your gas because of temporary or permanent problems related to production, transportation or financial difficulty, Centra Gas, through its backstopping or bridging service, will make every effort to provide you with the natural gas you need. Although these situations have rarely arisen, there have been instances where natural gas marketers discontinued Primary Gas supply to residential consumers in Manitoba and in Ontario. If this should happen to you, the price you pay for Primary gas could be higher than either your contracted price or Centra's regulated price for a period of up to 90 days.

## AS A CONSUMER, HOW AM I PROTECTED?

As a consumer, your best protection is to be informed. Consumers are protected by an industry Code of Conduct, which has been adopted by all marketers operating in Manitoba. This code spells out acceptable marketing

practices and also provides for a process to resolve disputes that arise between consumers and marketers. This Code of Conduct is also summarized in the Customer Bill of Rights that will be provided to you by your marketer.

Ask your marketer for a copy of the Code of Conduct, or view it on-line at www.pub.gov.mb.ca.

If you have a question about your Primary Gas supply arrangements, as provided by a marketer, you should contact your marketer. In the event that your concerns have not been addressed to your satisfaction, a dispute resolution process, through the Public Utilities Board, is available to provide a quick and impartial resolution to your problem.

#### HOW DO I GET MORE INFORMATION?

For information about current pricing, features and options, contact a gas marketer directly, or visit the Public Utilities Board website at www.pub.gov.mb.ca.

If you have contracted with a marketer and have questions concerning the service being provided, please contact your marketer at the name and telephone number shown on your monthly bill from Manitoba Hydro.

If you purchase your Primary Gas from Centra Gas or have any questions about other portions of your bill, you should contact Centra Gas. Centra's telephone number is also shown on your monthly Manitoba Hydro bill.

# Here are a Few Things to Find Out:

- What prices and terms (length of contract) are best for your needs?
- What are the conditions for changing your price option later on or for cancelling the arrangement? Is there a financial penalty?
- Are the marketer's fees or administration charges included in the offered price or do you have to pay any additional amounts?
- Does the contract you're about to sign accurately reflect the details of the gas marketer's offer?
- Do the contract details mailed to you match your understanding of the contract you agreed to over the phone?

# Quarterly Primary Gas Rates as Approved by The Public Utilities Board For Centra Gas

Date	Price ¢/m³
May 1, 2008	30.84
February 1, 2008	27.85
November 1, 2007	27.31
August 1, 2007	28.91
May 1, 2007	31.34
February 1, 2007	residential 29.32 / commercial 27.90 <sup>1</sup>
November 1, 2006	residential 29.32 / commercial 27.90 <sup>1</sup>
August 1, 2006	residential 29.81 / commercial 28.46 <sup>1</sup>
May 1, 2006	residential 31.88 / commercial 30.54 <sup>1</sup>
February 1, 2006	residential 32.05 / commercial 32.69 <sup>1</sup>
November 1, 2005	residential 32.07 / commercial 35.071
August 1, 2005	29.16
May 1, 2005	28.86
February 1, 2005	24.47
November 1, 2004	26.61
August 1, 2004	25.87
May 1, 2004	24.93
February 1, 2004	23.75
November 1, 2003	23.32
August 1, 2003	22.13
May 1, 2003	26.48
February 1, 2003	25.77
November 1, 2002	22.39
August 1, 2002	21.58
May 1, 2002	23.19
February 1, 2002	18.40
November 1, 2001	19.13
August, 1, 2001	21.39
May 1, 2001	29.22
February 1, 2001	29.22
November 1, 2000	19.64
¹rates split into res	idential and non-residential rates.

From Manitoba Hydro's website:

(to be changed as program changes)



# **Better budgeting with the Equal Payment Plan**

It's easier to budget when you know how much your monthly payments will be. The Equal Payment Plan (EPP) can help you.

The EPP runs from September to August. Your EPP instalment will be calculated in September based on your previous annual electricity or natural gas consumption, and may change during the year to help balance your plan for the August EPP year end. Regular meter readings will improve the accuracy of your instalment calculation. Credits for any overpayment will be applied to the first bill of the next EPP year.

If your account is current, join the Equal Payment Plan today.

For more details on EPP and reading your meter, call the number on your bill or visit our web site **www.hydro.mb.ca** 



### APPENDIX "C"

# Bill Insert

### What is the natural gas marketplace?

Manitoba consumers either buy their primary natural gas from Centra Gas/Manitoba Hydro or from an independent natural gas marketer. Primary gas makes up 60% of your natural gas bill.

Currently marketers sell a fixed price per unit of primary gas for a fixed period of time (from 1 to 5 years). Centra sells primary gas at prices that change every 3 months.

### What has changed?

There have been three changes:

- Marketers may now sell to consumers through telemarketing and internet, along with the previous door-to-door and mail methods.
- 2. You will receive a confirmation letter from Centra Gas if and when you agree to a contract with a marketer.
- 3. You will have a ten (10) business day period from the date of the confirmation letter to change your mind and cancel. Some marketers may offer an extended cancellation period.

### When did the rules change?

The Public Utilities Board authorized the changes on December 18, 2007, and will begin soon.

# Who approved this change?

The changes were approved by the Public Utilities Board, following a public hearing. Participants included Centra Gas, the natural gas marketers, the Consumers Association of Canada (Manitoba), and the Manitoba Society of Seniors.

### Have My Rights and Obligations Changed?

You may now agree to a contract over the telephone or internet, and this is the same as signing a contract. If you agreed over the telephone, you will be mailed a copy of the contract so you can read the details of your contract, but you are not required to sign it. If you agree over the internet, you will be given a chance to print your contract.

No matter how you agree to a contract - either over the phone, internet, door-to-door, or mail - you will receive a confirmation letter from Centra Gas. The confirmation letter will state the end of the cancellation period. You may cancel on or before this date without a penalty or fee.

# How are marketers regulated?

Natural gas marketers must be licensed by the Public Utilities
Board to be able to sell natural gas in Manitoba. Unlike
Centra's price for primary natural gas, which is approved by the
Public Utilities Board, the prices offered by marketers are not
regulated. Similar to other commodity products, natural gas
marketers determine their rates based on market conditions.

Marketers are governed by a Code of Conduct, established by the
Public Utilities Board. This Code of Conduct is available on the

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Board's Website (www.pub.gov.mb.ca) or by calling the Board offices at (204)945-2638 or outside of Winnipeg but inside Manitoba 1-866-854-3698.

This insert was prepared by the Public Utilities Board along with Centra/Manitoba Hydro, marketers, the Consumers Association of Canada (Manitoba), and the Manitoba Society of Seniors.

### APPENDIX "D"

# Customers' Bill of Rights

If you choose to buy your natural gas from a supplier other than Centra/Manitoba Hydro, you should know your rights. This Customers' Bill of Rights was approved by the Manitoba Public Utilities Board and governs the conduct of all natural gas marketers. Your gas will continue to be delivered to you by Centra/Manitoba Hydro, even if you choose to purchase gas from a marketer.

#### 1. Identification to customers

You are being contacted on behalf of [name of marketer] who is selling natural gas. All sales materials and contracts must indicate the name and identification number of the sales person and the name, address, and phone number of [name of marketer]. You must be given the business card of the agent at the door.

### 2. Knowledgeable and courteous service

You are entitled to informed, knowledgeable, and courteous service. Ask any questions you may have. If the sales agent does not answer to your satisfaction, please contact the marketer directly.

## 3. True and clear disclosure

All sales communications and contracts must be in plain language, truthful, and not misleading.

### 4. Understand your contract

Please ensure that you understand the terms of any contract you are asked to enter into. Before you enter into a contract with a marketer, you must be given a full opportunity to review the contract. You may wish to confirm that any marketer you wish to purchase natural gas from is licensed to sell natural gas in Manitoba. The market price of natural gas fluctuates. You should understand that Centra's price changes every 3 months, but your contract will fix your price for a longer time period.

### 5. Right to cancel

You will receive a confirmation letter from Centra Gas. You have the right to cancel your contract within 10 business days of the date on the letter. This must be done by contacting the marketer at the phone number noted on your contract or in writing by registered mail or by email (with a copy to the Board at publicutilities@gov.mb.ca).

# 6. Questions and complaints

Please contact [name of marketer] immediately at [marketer's telephone number] if you have any questions or complaints about the contract or the actions of [name of marketer]. If [name of marketer] does not satisfactorily help you, please contact the Manitoba Public Utilities Board at the number below. You should have your contract and/or any sales materials that cause you concern ready and available. All marketers are subject to a Code of Conduct. For a copy of the Code call [name of marketer and telephone number] or the Manitoba Public Utilities Board at: (204) 945-2638 or outside of Winnipeg but inside Manitoba 1-866-854-3698. It is also available on the Board's website at www.pub.gov.mb.ca.

### APPENDIX "E"

# Confirmation Letter

[Centra Letterhead]

Date

Customer Name
Customer Mailing Address
City, Province, Postal Code

Dear Customer:

### Re: Confirmation of Enrolment in a Fixed Price Program

You have agreed to a contract with <<Marketer>>, naming them as your primary gas supplier. <<Marketer>> is a natural gas marketer licensed by the Manitoba Public Utilities Board.

Centra/Manitoba Hydro is currently processing your request to change primary gas suppliers. <<Marketer>> is not part of Centra/Manitoba Hydro.

By agreeing to the contract with <<Marketer>> you have locked in your primary gas supply price at <<XX>> cents per cubic metre for <<XX>> years. Centra's Primary Gas supply price is currently <<XX>> cents per cubic metre, and it changes every 3 months. The enclosed chart shows Centra's historical Primary Gas prices.

Centra Gas will continue to provide Transportation,
Distribution, and Supplemental Gas services. Centra will also
continue to provide customer service. You will continue to be
billed by Centra on your monthly gas statement for all these

services in addition to your primary gas supply charge from <<Marketer>>. Your monthly Centra/Manitoba Hydro statement will also show <<Marketer>>'s name and telephone number.

You have a 10 day cancellation period during which time you may cancel this contract without fee or penalty. This cancellation period ends on <<MM/DD/YYYY>>. If you wish to cancel your contract with <<Marketer>>, you must either:

- 1. contact them at <<1-800-XXX-XXXX>>; or
- 2. send your cancellation in writing by registered mail; or
- 3. email the marketer at the email address on your contract AND copy the email to the Public Utilities Board at publicutilities@gov.mb.ca

If you do not cancel your contract on or before <<MM/DD/YYYY>>, your contract will be processed as normal. If you decide to cancel your contract later, you may need to pay a cancellation fee.

If you have questions about your primary gas supply, please contact <<Marketer>> at:

Mailing Address
Telephone Number
Fax Number
Email address

Other billing or service questions should continue to be directed to Centra Gas at the phone numbers located on your monthly statement.

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Attached is a copy of The Guide to the Purchase of Natural Gas in Manitoba, and information on Centra's Equal Payment Program. Additional information can be found on the Public Utilities Board website at www.pub.gov.mb.ca.

It is our pleasure to serve you and we look forward to working with <<Marketer>> to meet your future natural gas needs.

Sincerely,

Centra Gas Manitoba Inc.

Attachments: Guide to the Purchase of Natural Gas in Manitoba

Centra's Equal Payment Program

Historical Centra Primary Gas prices

# APPENDIX "F"

# Direct Energy Script

### Natural Gas Offer

(Record at start of call and advise customer)

### Introduction

Hello, this is \_\_\_\_\_ calling on behalf of DIRECT ENERGY. We're an independent natural gas marketer. We are not affiliated with Centra Gas or Manitoba Hydro. May I speak with Mr. /Ms. <customer> please?

If Yes - Go to Offer

If No - Unfortunately, I am only allowed to speak with the account holder named on your monthly gas statement. Is there a better time to call back? Thanks for your time. Goodbye.

(Repeat Introduction once requested person is on the line, including statement of independence from Centra/Manitoba Hydro)

Mr. /Ms. <customer>, we're calling to talk to you about your options when it comes to your natural gas supply for heating your home. You can freeze your price today and it's guaranteed not to increase for a XX-year term.

# Presentation

With price protection from a natural gas supplier like Direct Energy, your price is guaranteed not to change for the next XX years. You will still be billed by Centra Gas/Manitoba Hydro,

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and they will continue to deliver your gas and provide emergency service.

# XX-Year GAS Pricing - Flat Price

Direct Energy has a plan that will protect your Natural Gas price from changing in the future. Currently we are offering a fixed price natural gas contract that is priced at XXX cents per cubic metre for a XX-year term. This price will be fixed for the entire length of the contract term, which means your price is guaranteed not to change. Plus, there are no fees to sign up.

We also offer a Carbon Neutral Natural Gas Contract, for a term of XX years at a price of XX.X cents per cubic metre.

### If a customer asks about Carbon Neutral, read:

Direct Energy purchases certified carbon offset credits for our Carbon Neutral Natural Gas Contract. For each residential customer, we purchase certified carbon emission credits equal to 100% of the carbon emissions produced by the average yearly residential consumption of natural gas (3000 cubic metres). More information about our Carbon Neutral Natural Gas Contract is available on Direct Energy's website at <a href="https://www.directenergy.com">www.directenergy.com</a>.

Which offer would you like to choose?

To take advantage of this offer, all I need is some information about your natural gas account. Do you have your most recent bill available?

If Yes: Continue Confirmation

If No: See Rebuttals

# (Can't find Bill/ No Bill)

In order to enrol, I need your most recent bill, for two reasons:

- 1) We need to check if you are with another marketer; and
- 2) We need your account number. If you like I can wait while you locate your bill?

### (If customer doesn't want to look for it)

Would you like me to call back later in the week to give you time to locate your bill?

#### Un-Authorized Person Wishes to Enrol the Account

In order to enrol, I need to speak to the account holder. It's for the protection of the account holder that we have this policy. Can I have the contact information of the account holder?

If not: Please pass this information on to them and I can call them another time. Is that possible?

Now, with your permission, I'd like to tape record the remainder of our call for accuracy as well as for future reference.

# For recording purposes please ensure that each response is a clear "YES", OK?

1. Are you the account holder?

If Yes: Okay, Great! - Continue to #2

If No: I'm sorry, I'm only authorized to speak with the account holder on this particular account. Is there a better time to call back? Thank you.

2. Do you have your most recent bill with you?

**GAS - If Yes:** Okay, Great! Now I just need to confirm that you are not already with Direct Energy or another broker.

On your natural gas bill underneath the pricing information that states 'Your primary gas is supplied by \_\_\_\_\_ '.... Can you please check to see if you have that line on your bill?

What does it say?

With Centra Gas: Continue to #3

With Direct Energy: That's great; you're already a valued customer. Thank you for your time.

With Another Broker: It appears you are already on with another marketer. I'm sorry, but I can't proceed with the enrolment. You can contact your marketer for further information on the price you are paying with them as well as their cancellation policies. Thank you for your time.

3. Can you confirm your customer number and premise number for me, please?

(Located at the top of the customer's bill)

- 4. Can you please state the name, exactly as it appears on your bill including any titles? Great!
- 5. And what is the service address of the account?
  Street #, name, City, Postal Code
- 6. Do you have a Mailing address different than the address you've already provided?

If yes, capture new mailing address.

7. And just to confirm, this telephone number is the primary number?

If alternate given, capture information.

8. And lastly, from time to time we'd like to send you special offers or information regarding your account. If you would like to receive this information by email, may I please record your email address?

# Product Confirmation

Great! I'm almost done Mr. /Ms. <Customer>; I simply need to ask you a few questions to confirm your enrolment. The questions require only a "Yes or No" response and I will need to be sure that you clearly state "Yes" or "No". Is that okay? (Pause)

Mr. /Ms. <Customer> do you understand that you have agreed to a Direct Energy Natural Gas Price Protection contract at a price of XXX cents per cubic metre for a period of XX years?

# (Customer must provide an affirmative response such as "yes", "that's correct")

Also, do you understand that agreeing to this offer over the phone is the same as signing a contract?

### (Customer must provide an affirmative response)

Also, do you understand that Centra Gas/Manitoba Hydro will no longer be your primary gas supplier?

### (Customer must provide an affirmative response)

Also your bills will still be sent by Centra Gas/Manitoba Hydro on the same cycle, which you can pay by any method that the utility accepts.

# (Customer must provide an affirmative response such as "yes", "that's correct")

### Gas Only

Please be advised that your contract terms & conditions will be mailed to you in the next few days. You will also receive a confirmation letter from Centra Gas/Manitoba Hydro. Centra Gas will also send you the Guide for Purchasing Natural Gas; this Guide is also available on the Public Utilities Board website at www.pub.gov.mb.ca.

Direct Energy is a licensed retailer of natural gas. We are not affiliated with any regulated distribution utility. Direct Energy will start supplying you with natural gas within 120 days after we receive confirmation from your utility, after which

time Direct Energy will appear as a line item on your utility bill.

# Cancellation Rights

You have the right to cancel this contract within 10 days of the date the confirmation letter is sent by Centra Gas/Manitoba Hydro. If you do not cancel within the 10 days and decide to cancel later, cancellation fees will apply.

Do you understand your cancellation rights?

# (Must get a clear "yes")

Do you agree to these terms and conditions?

# (Must get a clear "yes")

# Loyalty Closing

Mr. /Ms. <customer>, should you have any questions please call our Customer Service Department at 1-800-XXX-XXXX and they'll address your concerns. Thank you for your time. Have a good day. Goodbye.

#### APPENDIX "G"

# Energy Savings (Manitoba) L.P. Script

### Introduction

Call is recorded from initial connection.

Hello, my name is \_\_\_\_\_ calling from Energy Savings (Manitoba)

L.P. We're an independent natural gas marketer. We are not

affiliated with Centra Gas or Manitoba Hydro. May I speak with

Mr. /Ms. (customer), please?

If **Yes** - Mr./Ms. \_\_\_\_\_(customer), this call is being recorded for quality and regulatory purposes. Do you consent to the call being recorded?

#### (Pause - Need a "Yes")

If Yes - continue with the offer

If **No** - Unfortunately Mr. /Ms. (customer), I cannot continue with this call without your consent to record. If you would like more information about Energy Savings (Manitoba) L.P. and our products you can visit our website at www.energysavings.com. Thank you for your time. Goodbye.

If No - Unfortunately, I am only allowed to speak with the account holder named on your monthly gas statement. Is there a better time that I may call back to speak to the account holder?

(Repeat Introduction once requested person is on the line, including statement of independence from Centra Gas/Manitoba Hydro, and confirmation of recording.)

# The Offer

Mr. /Ms. (customer), we're calling you today to talk to you about your options regarding your natural gas supply for heating your home. You can protect your primary natural gas supply rate today, and ensure that this rate is guaranteed not to change for the length of your contract, a (4/5)-year term. You will still continue to be billed by Centra Gas/Manitoba Hydro, and Centra Gas/Manitoba Hydro will continue to deliver your gas and provide emergency services to you as before. Are you interested in learning more about our natural gas Price Protection Contract?

If Yes - Continue with "The Terms" below

If **No** - Politely end the call, and refer customer to website.

### The Terms

Energy Savings Manitoba is currently offering a Natural Gas Fixed Price Contract with a primary natural gas supply rate of XX cents per cubic metre for a (4/5)-year term. This rate will be fixed for the entire length of the contract term, which means your price per cubic metre is guaranteed not to change. There are no sign up fees for our contract.

To take advantage of this offer and protect yourself from primary natural gas rate volatility with our (4/5) year price protection contract, I need to confirm some details.

Do you have your most recent monthly gas statement available?

If Yes - Continue with Confirmation

If No - See Rebuttals for "Bill Not Available" & "Unauthorized Person" below:

### Can't Locate Bill/No bill available

In order to enrol you in the contract, I need your most recent bill for two reasons. First, I need to check if you are with another licensed marketer, and second we need to verify your natural gas account number. If you like, I can wait while you locate your bill?

### (If customer doesn't want to look for it)

Would you like me to call back later in the week to give you time to locate your bill?

## Unauthorized Person Wishes to Enrol the Account

In order to proceed with the enrolment, I need to speak to the account holder. This policy is in place for the protection of the account holder. Can I have the contact information for the authorized account holder? If you cannot provide contact information can you please pass this information on to them and I can call them again another time.

# Confirmation

Great! Mr. /Ms. (customer), on your natural gas bill underneath the pricing information that states "Your primary gas is supplied by \_\_\_\_\_\_"... Can you please check to see if you have that line on your bill? What does it say?

With Centra Gas - Continue to #1

With Energy Savings (Manitoba) L.P. - That's great! You're already a valued customer. There is no need for us to continue with this call, but thank you for your time, and your continued loyalty as an Energy Savings (Manitoba) L.P. customer.

With Another Broker - It appears that you are already with another marketer. I'm sorry, but I cannot proceed with the enrolment. You can contact your marketer for further information regarding your primary natural gas supply with them. Thank you for your time.

- 1. Can you confirm your Customer Number and Premise Number, as indicated at the top of your natural gas statement, please?
- 2. Can you please state, and spell, your name exactly as it appears on your bill including any titles?
- 3. And what is the service address of the account?
  Street Number, Street Name, City, Postal Code
- 4. Do you have a mailing address different than the address you've already provided?

If yes, capture new mailing address

5. And, just to confirm, this telephone number is the primary number?

If alternate given, capture information.

6. And lastly, from time to time we'd like to send you additional information regarding your account, or special offer we have available. If you would like to receive this information by email, may I please record your email address?

# Final Product Confirmation

Great! I'm almost done Mr. /Ms. (Customer); I simply need to ask you a few questions to confirm your enrolment. The questions require only a "Yes or No" response and I will need to be sure that you clearly state "Yes" or "No". Is that okay? (Pause)

Mr./Ms. (Customer), do you understand that you have agreed to an Energy Savings (Manitoba) L.P. Natural Gas Fixed Price contract for your primary gas supply at a price of XX cents per cubic metre for the next XX years?

# (Customer must provide an affirmative response)

Also, do you understand that agreeing to this offer over the phone is the same as signing a contract?

### (Customer must provide an affirmative response)

Also, do you understand that Centra Gas/Manitoba Hydro will no longer be your primary gas supplier?

### (Customer must provide an affirmative response)

Also, do you understand that your bills will still be sent by Centra Gas/Manitoba Hydro on the same cycle and that they can be paid by any method that the utility accepts?

# (Customer must provide an affirmative response)

Please be advised that your contract terms and conditions will be mailed to you in the next few days, and we encourage you to review that information carefully.

# Cancellation Rights

You will also receive a confirmation letter from Centra/Manitoba Hydro. You have the right to cancel this contract within ten days following the date of that confirmation letter. If you do not cancel within this ten-day cancellation period, and decide to cancel later, you will be subject to the cancellation fees as outlined in your contract.

Do you understand your cancellation rights?

### (Must get a clear yes)

Mr. /Ms. (Customer), do you agree to these terms and conditions?

### (Customer must provide an affirmative response)

Energy Savings (Manitoba) L.P. will start supplying you with natural gas within 75 days after we receive confirmation from your local utility, after which Energy Savings (Manitoba) L.P. will appear on your monthly gas statement.

# Loyalty Closing

Mr. /Ms. (customer), should you have any questions please call our customer service department at 1-800-xxx-xxxx and they'll gladly address any concerns you might have. Thank you for your time. Have a good day. Goodbye.