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July 30, 2010

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VIA COURIER

Reference: 73579/5

British Columbia Utilities Commission
6th Floor, 900 Howe Street
Box 250
Vancouver, BC V6Z 2N3

**SUPERIOR ENERGY MANAGEMENT
COMPLAINTS INQUIRY EXHIBIT B-5**

Attention: Erica M. Hamilton, Commission Secretary

**Re: Superior Energy Management Gas LP
Compliance Inquiry – Customer Choice Program, Commission Order A-10-10**

Dear Ms. Hamilton:

Please find attached the response from Superior Energy Management Gas LP (“Superior”) to the report by Grant Thornton entitled “BCUC – Order A-18-09 – Complaints Inquiry of Superior Energy Management, April 9, 2010” (the “Report”). As you will see, the response has been organized to address the conclusions of the Report in a chronological order. Superior is happy to provide any further responses or clarifications that the Commission may require.

We understand the next step in the Commission’s inquiry is a procedural conference. We assume this conference will occur once the Commission has had an opportunity to review Superior’s response. Please be advised that the writer will be out of the office for the weeks of August 2 and 9, 2010, returning on August 16, 2010.

Yours truly,

Janice H. Walton
JWW/snm

c: Paul Miller w/o attachment

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SUPERIOR ENERGY MANAGEMENT

**Response to Grant Thornton:
"Complaints Inquiry of Superior Energy
Management"**

July 30, 2010

SUPERIOR ENERGY MANAGEMENT
Response to Grant Thornton: “Complaints Inquiry of Superior Energy Management”

Superior Energy Management (“SEM”) provides the following responses to the findings of the report: *Complaints Inquiry of Superior Energy Management* prepared by Grant Thornton, April 9, 2010 (the “Grant Thornton Report”).

The document below refers to the paragraphs in the Grant Thornton Report which contain specific allegations or conclusions regarding SEM’s compliance with the *Code of Conduct* established under BCUC Order A-4-09 (the “Code”), the *Rules for Gas Marketers* as set out in BCUC Order A-6-09 (the “Rules”) and SEM’s licence, as renewed by BCUC Order A-22-08A (the “Licence”). In many instances there are allegations in the Grant Thornton Report which are not particularized. In such cases SEM has attempted to identify the problems alleged by Grant Thornton by reference to the data relied upon, however in a number of these cases, there is simply insufficient information provided in the Report to properly address the specific allegations. These are referred to in SEM’s responses below.

SEM notes that many of the allegations in the Grant Thornton Report are based upon activities which took place under earlier versions of the Code and were not, at the time they took place, non-compliances of the Code, the Rules or the Licence. As acknowledged by Grant Thornton in a number of instances, there have been amendments to SEM’s practices to deal with the issues that arose in the early days of the gas marketing process in British Columbia and to respond to the evolving requirements of the Commission. In this respect, many of the conclusions regarding SEM’s “compliance” are not based upon current requirements or practices, and may be misleading.

Item 10:

We requested electronic files for all complaints and disputes. These were also generally well maintained by the client in electronic file folders for each complainant. We noted, however, that we did not receive contracts in five instances and TPV’s in 84 instances.

SEM Response:

SEM’s records indicate it provided contracts requested by Grant Thornton in all cases where a contract was completed by a consumer and submitted to SEM. SEM also provided TPV’s as requested by Grant Thornton for all customer instances signed after July 1, 2007, as required by the Code.

This is confirmed in items 72 and 73 of the Grant Thornton Report.

Item 11:

We were informed that the process of identifying and reporting complaints is dependent upon Superior staff manually extracting files from Superior’s customer database system (“Superior Gas Management System” or “SGMS”) and from GEM (the Customer Choice

on-line dispute log maintained by Terasen Gas) and including this data in an Excel spreadsheet.

SEM Response:

The Code and Rules do not stipulate system requirements for Gas Marketers to store and extract complaints data. Manual extraction of data from our CIS is performed using standard and/or custom reports designed specifically for this purpose and developed by experienced technical staff to ensure accuracy of the data.

Item 12:

We believe there are weaknesses in the Superior complaints record keeping process related primarily to insuring completeness and providing audit trails. As well, there are inherent risks of errors and omissions associated with using spreadsheets for databases.

SEM Response:

The Code and Rules do not include system or business requirements for Gas Marketer internal recording keeping processes.

All complaints and inquiries received by SEM by any method, i.e., regular mail, email, telephone or fax, are recorded in the customer's profile, or in the event the complainant is not a customer, the complaint is recorded in our Agent Inquiry System. All telephone calls are recorded and available for review and all written correspondence is kept and filed for future reference. TPV and inquiry calls performed by our third party vendor are attached to the customer profile and are available immediately for review. Calls received or initiated by our in-house customer care centre are stored in a call directory and available for search and review.

Following the Grant Thornton audit, SEM enhanced our record keeping ability so that scanned images of all customer correspondence are attached to the customer profiles. This enhancement was in effect as of April 9, 2010.

Item 13:

With respect to reporting complaints to BCUC we identified several issues. Superior defines "complaints" as grievances received directly from the public – customers and non-customers – and "disputes" as grievances received via GEM. This appears to be inconsistent with BCUC's definition of complaints and disputes (as defined in Order G-114-08).

SEM Response:

Order G-114-08 defines a *dispute* as "A dispute of a contract between a Customer and a Gas Marketer where a party is seeking third party resolution". However, Order G-114-08 does not define the term "complaint" as suggested by Grant Thornton. The recognized method of achieving "third party resolution" in the BC Customer Choice Program is via the GEM system. In order to be compliant with Order G-114-08, and all BCUC report requirements for "disputes", SEM reports on all "disputes" captured in the GEM system that require "third party resolution". As disputes logged as courtesy drops

do not require “third party resolution”, SEM extracts these disputes from the report and provides the “courtesy drops” separately as required.

SEM has categorized “complaints” as all complaints received, whether by customers or other consumers that did not initiate “third party resolution”.

Item 14:

In its annual reporting to BCUC, Superior reports all disputes and agent complaints for active agents regardless of whether they are written or not. However, for inactive agents it reports only those received in writing.

SEM Response:

- Order A-6-09, Appendix B, Item 11, bullet 5 requires SEM to report the total number of disputes for adjudication, per month, that were logged in GEM in the last 12 months. Order A-6-09, Appendix B, Item 11, bullet 8 requires SEM to report the total number of complaints, per month, that were received **in writing** in the last 12 months. SEM reports the total number of disputes for adjudication and the total number of complaints, per month for active and inactive agents. SEM does not distinguish between active and inactive agents for any annual reporting identified in Item 11.

Item 15:

In its quarterly reporting to BCUC, Superior reports all disputes and agent complaints for active agents, regardless of whether they are written or not; it does not report agent complaints for inactive agents.

SEM Response:

Section 2.7 of Superior’s licence, requires SEM to “...file a salesperson activity report with the Commission every three months which must be filed with the Commission within 15 business days following the last date of the reporting period. The report must contain sales activity information with respect to **all active salespersons employed by Superior Energy within the reporting period**”.

SEM reports all disputes and complaints activity received in all forms for sales agents active within the quarter as required by the Licence. If the agent is only active for the first month of the quarter, their activity is included. If the agent is not active during any of the quarter, their activity is not included.

Item 16:

Our inquiries have determined that all written agent complaints included in the Superior Complaints and Disputes Log for the year ended July 31, 2009 for sales agents, were reported to BCUC in Superior’s annual reporting as required.

SEM Response:

No response required.

Item 17:

We reviewed Superior's quarterly agent tracker, which reports the number of complaints and disputes by agent for each quarter, and noted some discrepancies between reports.

SEM Response:

Other than #87 below, Grant Thornton does not provide specific examples of these allegations. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond.

Item 18:

We identified additional complaints not required to be reported by BCUC, such as some telephone complaints and complaints for inactive agents. As well, we identified customers that were classified as courtesy drops which we believed could have been classified as complaints.

SEM Response:

In accordance with section 2.7 of SEM's licence, unless the agent was active during some of the reporting period, any complaints received would not be included in the quarterly agent tracker.

SEM is unable to respond to the allegations of missing telephone complaints and courtesy drops misclassified without specific reference to the cases provided.

Item 19:

From August 1, 2008 to October 28, 2009, Superior received 451 complaints and issued 180 courtesy drops for a total of 631 complaints and disputes.

SEM Response:

No response required.

Item 20:

With respect to TPV telephone calls, we found apparent exceptions to the Code both in our Phase 1 sampling and in our Phase 2 dialogue with complainants.

SEM Response:

Specific examples are addressed in Items 77-79.

Item 21:

In Phase 1 we selected a sample of 30 customers randomly from the Complaints and Disputes Log and identified 11 TPVs that, in our view, included exceptions to the Code (totaling 15 apparent Code violations).

SEM Response:

This allegation is repeated in the Grant Thornton Report Items 77 to 79 below. SEM's detailed response is set out in response to the specific allegation in those paragraphs.

Item 22:

With respect to sales agents, we found apparent violations of the Code, including alleged forged documents, aggressive behaviour and various other breaches. We also found multiple complaints against a number of individual sales agents. We observed deficiencies with respect to both sales agents, customer service agents and the outsourced TPV callers.

SEM Response:

Other than TPVs referenced and responded to in Items 77-79 and multiple complaints against agents addressed and responded to in Item 86, Grant Thornton does not provide specific examples of these allegations. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond.

Item 23:

Several additional matters were identified in our inquiry as potential exceptions and deficiencies at Superior, including complaint response times and promotional materials.

SEM Response:

Other than complaint response times addressed in Item 24 and promotional materials addressed in Items 112 and 114-121, Grant Thornton does not provide specific examples of these allegations. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond.

Item 24:

Superior has responded to most disputes in GEM within the required 9 days and most of the Superior complaints within the required 3 business days. However, we identified 39 instances where Superior's responses appeared to exceed the required time.

SEM Response:

Grant Thornton does not provide specific examples of these allegations. Therefore SEM does not have sufficient information to respond fully. However, in an effort to address this allegation, SEM analyzed the complaints spreadsheet and located 24 instances, not Grant Thornton's reported 39. Our records identified 23 disputes responded to after the nine day limit and one complaint responded to beyond the three business day limit. Of the 23 disputes, 15 were during an extended sick leave for the month of August, 2009 of Superior's compliance analyst. SEM communicated the issue to the BCUC notifying that they would experience potential delays in receiving responses to our disputes and complaints during this time period. Of the 8 remaining late disputes, 6 were in 2008 and were from 1-6 days late except for a dispute that was 12 days late over Christmas. The two late disputes in 2009 were one and two days after the deadline.

SEM Mitigation:

Superior has since mitigated this issue by cross-training another analyst to ensure future compliance. **All** disputes and complaints received since September 1, 2009 have been

responded to within the required timeframe.

Item: 25:

In our view some of the promotional materials and verbal pitches used to promote Superior in the past have been misleading and potentially non-compliant in terms of the Code and Rules.

SEM Response:

Other than promotional materials addressed in Items 112 and 114-121, Grant Thornton does not provide specific examples of these allegations. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond.

Items 26-68 consist of the Summary of Key Findings, Scope and Procedures of Grant Thornton's inquiry, Background and Findings that do not require a response.

Item 69:

We also compared the annual complaint/dispute reporting to the quarterly agent tracker reporting from November 1, 2008 to July 31, 2009. We identified 19 agents that were active when they received complaints or disputes but either were not reported on the tracker or not all of their complaints and disputes were reported. We understand that in their quarterly reporting, Superior only reports "active" agent complaints if the agent is still active at the time of reporting.

SEM Response:

Grant Thornton does not provide specific examples of the alleged 19 agents for whom inadequate reporting was done. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to fully respond.

As set out in item 18 above, SEM has reported only sales activity for active salespersons employed by Superior Energy within the reporting period, as required by section 27 of the Licence.

Item 70:

Furthermore, we identified another 16 agents that had complaints or disputes reported on the quarterly tracker for whom we were unable to find a complaint/dispute record. We were informed that the variance was due to an error by Superior.

SEM Response:

Grant Thornton does not provide specific examples of the alleged 16 agents for whom inadequate reporting on complaints was recorded. Grant also does not provide any details of who at SEM informed it that this was due to an error by SEM. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond to these allegations.

Item 71:

Of the 451 complaints and disputes, 109 were complaints which did not have dispute numbers. We asked for all contracts, TPV calls and correspondence related to complaints and disputes, and received all of these records, except as noted below.

SEM Response:

No response required.

Item 72:

We were provided 451 electronic folders, 17 of which were complaints and disputes from non-customers and as such, no contracts or TPVs were generated. The folders included 429 contracts and 350 TPVs, meaning there were 5 contracts and 84 TPVs missing.

SEM Response:

No response required.

Item 73:

Where there were no TPVs, we understood that this was because:

- a. the contract was executed prior to July 1, 2007 when TPVs were not required for all customers, or*
- b. the customer cancelled their contract prior to the TPV being performed.*

SEM Response:

No response required.

Item 74:

The total known 631 complaints and disputes included 180 courtesy drops. We were provided details of 124 courtesy drops for the period November 1, 2008 to October 28, 2009 and the nature of these is presented in Schedule 6, Appendix C.

SEM Response:

No response required.

Item 75:

There were an additional 56 courtesy drops in the August 1 to October 31, 2008 period; however, we were not provided with the details of these and as a consequence our analysis focused on the 124 courtesy drops with details.

SEM Response:

No response required.

Item 76:

According to the Dispute Audit Report prepared by Terasen from GEM for the review period of August 1, 2008 to October 28, 2009, Superior received 521 disputes. These included 180 courtesy drops according to Superior.

SEM Response:

No response required.

Item 77:

*We identified a number of potential Code violations in both our Phase 1 and Phase 2 inquiries. We discuss certain of the Phase 2 exceptions in the cases included in **Appendix A** and the Phase 1 exceptions below.*

SEM Response:

Please see Item 78 below.

Item 78:

We selected a sample of 30 customer TPVs randomly from the Complaints and Disputes Log and listened to the TPV phone conversations to determine whether the Superior agent covered all of the aspects required, depending on the time period when the call was made and the Code requirements in effect at the time. We determined that there were 11 of these TPVs that, in our view, included exceptions to the Code (totaling 15 apparent Code violations).

SEM Response:

Based on Order G-73-07 and A-9-08, SEM disagrees with Grant Thornton's conclusions regarding 6 of the identified 11 calls. The table below sets out SEM's specific responses to Grant Thornton's opinion on the 11 calls. For ease of reference transcripts of the referred to TPV Calls are attached in the Appendices to this Response, as identified in the Appendices column below.

Order G-73-07 requires that TPV calls for contracts initiated during the period July 1, 2007 to September 22, 2008 contain the following elements to be covered in the TPV call:

- Identification of the Gas Marketer and confirmation that the marketer is not affiliated with Terasen Gas or the government.
- Confirmation that the Customer understands that once the Gas Marketer contract is signed gas supply is provided by a Gas Marketer. This action is entirely voluntary and there is no obligation to switch gas suppliers.
- Confirmation that the consumer is the account holder or authorized to enter into an agreement for the premise.
- Confirmation that the customer has a copy of the Gas Marketer agreement.
- Confirmation that the customer has knowledge of the product, price and term of the agreement.
- Confirmation that the customer may not save money.
- Advisement of the Confirmation Letter that will be sent by Terasen Gas Inc.
- Confirmation of the consumer's cancellation rights under the 10 day cooling off period.

Order A-9-08 requires that TPV calls for contracts initiated as of September 22, 2008 contain the following elements to be covered in the TPV call and that the topics must be

addressed individually and where the topic calls for confirmation, the customer must so confirm:

- Identification of the Gas Marketer and confirmation that the Customer understands that the marketer is not affiliated with Terasen Gas or the government.
- Confirmation that the Customer understands that once the Gas Marketer contract is signed gas supply is provided by a Gas Marketer. Confirmation that the Customer understands that this action is entirely voluntary and there is no obligation to switch gas suppliers.
- Confirmation that the Customer is the account holder or authorized to enter into an agreement for the premise.
- Confirmation that the Customer has a copy of the Gas Marketer agreement.
- Confirmation that the Customer has knowledge of the product, price and term of the agreement.
- Confirmation that the Customer understands that they may not save money.
- Advisement of the Confirmation Letter that will be sent by Terasen gas Inc.
- Confirmation that the Customer understands their cancellation rights under the 10 day cancellation period.”

Further, “if the Third Party Verification call is carried out in the presence of a Salesperson, the Salesperson must not participate in, interrupt, or make comment to the Consumer during the Third Party Verification.”

Please see below for a summary of the TPV calls identified in Schedule 1 of Grant Thornton’s Audit Report.

Schedule 1 – Example #4; 1 alleged exception

Customer ID # [REDACTED]

Transcript – Appendix 1-4

Grant Thornton Comments:

Agent mentions that cannot guarantee how much money will be saved through the program. Customer hung up the phone prior to TPV agent completing. No additional TPV.

SEM Response:

SEM disagrees. All components required by Order G-73-07 for an acceptable TPV call were completed when the customer ended the call. Please refer to lines 47-89 of transcript found in Appendix 1-4.

Schedule 1 – Example #8; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-8

Grant Thornton Comments:

During complaint call (not TPV call). Customer notes that the agent said that you can recycle the account if you want to get out of it by calling Superior. TPV agent said that they do not know the term “recycle”, but said they would pass along to department and have agent retrained. Customer did not want to pay fee to get out of contract since lied to. TPV agent noted that she did not know if there was anything they could do for the customer other than apologize.

SEM Response:

SEM disagrees that the TPV call for the above customer includes an exception to the Code as stated in Item 78. Grant Thornton refers to a customer call that takes place sometime after the TPV call. All components required by Order G-73-07 for an acceptable TPV call were completed in the TPV call. Please refer to lines 38-66 of transcript found in Appendix 1-8.

Schedule 1 – Example #10; 3 alleged exceptions

Customer ID [REDACTED]

Transcript – Appendix 1-10

Grant Thornton Comments:

Upon getting on the TPV call customer notes that she just wants it over with. The onsite agent told the customer to just say “yes”. Customer then says that she hopes they are not connected with the propane company in Toronto. There was no response to this comment.

SEM Response:

SEM disagrees. All components required by Order G-73-07 for an acceptable TPV call were completed in the TPV call. Please refer to lines 54-109 of transcript found in Appendix 1-10.

Although the customer states in line 59 that “I don’t want any detail I would like to be finished” she also states in line 55, “I don’t need any conversation I just need to be looking for a confirmation ...” then proceeds to complete the call.

In response to the customer’s comment above on line 59, the agent responds “you just have to go through it and just say yes”. Order G-73-07 does not prohibit the agent from speaking to the customer during the call.

In line 67 the customer states “I hope they are not connected to the propane company in Toronto” and the TPV agent responds in line 70 “we are a sister division of Superior Propane”. Superior Propane is located in Calgary, Alberta. This call took place on August 15, 2008, following a major explosion on August 10, 2008 at a **Sunrise Propane** location in Toronto.

Schedule 1 – Example #11; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-11

Grant Thornton Comments:

At the start of the call the onsite agent notes to the customer to just say “yes” – not clear what this was in response to. Mentions that they cannot guarantee how much money will save through the program.

SEM Response:

SEM disagrees. All components required by Order G-73-07 for an acceptable TPV call were completed in the TPV call. Please refer to lines 43-80 of the transcript found in Appendix 1-11. Although the agent comments on line 7 “They are going to ask you and you just have to say yes”, the TPV call is not initiated until line 42. Further, Order G-73-07 does not prohibit the agent from speaking to the customer during the call.

Schedule 1 – Example #14; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-14

Grant Thornton Comments:

Before TPV agent begins the onsite agent tells the customer that rates will go up in January. It actually went down.

SEM Response:

SEM disagrees. Prior to the TPV call being initiated on line 47, the agent and customer discuss the rates of oil and gas and it appears that the start of the call captures only the latter part of the conversation, therefore it is not possible to know the context that the agent states “rates will go back up in January. That’s when they usually go back up”. Line 71-78 acknowledges the customer’s understanding that there is no guarantee of savings.

Schedule 1 – Example #15; 2 alleged exceptions

Customer ID [REDACTED]

Transcript – Appendix 1-15

Grant Thornton Comments:

When customer asks about the potential for prices going down the TPV agent said that it usually doesn’t go down and if it goes down it is usually only for a couple of weeks or a couple days, but then after that the price increase doubles. Did not say a voluntary program.

SEM Response:

SEM agrees. The TPV call is not compliant based on the TPV agent’s statement on lines 73-75, “but usually it does not go down, but even if it does go down for 2 weeks or so, but usually they drop it down to a slight increase for just a few days but after that the increase is double”.

Further, the TPV agent does not confirm that the program is voluntary as required in Order G-73-07.

Schedule 1 – Example #16; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-16

Grant Thornton Comments:

The TPV is not complete (ends abruptly). Note there are 2 TPVs for this call with each ending abruptly.

SEM Response:

SEM agrees. Both attempts to complete the TPV are interrupted and not complete as required in order A-9-08.

Schedule 1 – Example #18; 2 alleged exceptions

Customer ID [REDACTED]

Transcript – Appendix 1-18

Grant Thornton Comments:

Did not receive a confirmation that customer is account holder. Gas prices have gone up by 190% in the past 5 years. Does not just cancel the contract of the 91 year old person when asked to (the day after he signed up). He said he is likely to not be around in 5 years. The TPV agent does not just let him cancel when asked to and goes on to say that in the spring and summer prices have gone up by 40%.

SEM Response:

SEM agrees with the first exception regarding confirmation that the customer is the account holder. The TPV agent attempts to confirm the customer as account holder in lines 80-81 “Can you please confirm that you are the account holder the gas bill comes under your name?” but the customer’s response on line 82 “it comes in and I get it from Ms Tellis” is not affirmative as required in Order A-9-08.

SEM disagrees that there was a second exception in the TPV call as the other statements mentioned above are not reflected in the call transcript.

Schedule 1 – Example #20; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-20

Grant Thornton Comments:

Onsite agent interjected in call to clarify the rate on the contract. The call was not cancelled and re-performed.

SEM Response:

SEM agrees. The agent interjects during the TPV call on line 61 and 63 contrary to Order A-9-08 that states “the Salesperson must not participate in, interrupt, or make comment to the Consumer during the Third Party Verification.”

Schedule 1 – Example #26; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-26

Grant Thornton Comments:

Customer said that agent lied to his wife about rate being lower than Terasen’s, about it being a contract, also said no other charges from Terasen gas. TPV agent said that will lodge a complaint against the agent. Offered a 1 year contract at a lower rate, said that forecast is that increase will happen in the winter time.

SEM Response:

SEM disagrees. All components required by Order A-9-08 for an acceptable TPV call were completed in the TPV call. Please refer to lines 37-85 of the transcript found in Appendix 1-26.

Schedule 1 – Example #28; 1 alleged exception

Customer ID [REDACTED]

Transcript – Appendix 1-28

Grant Thornton Comments:

When asked why the customer may not save money, the TPV agent said that they are not allowed to say that you will save money.

SEM Response:

All components required by Order A-9-08 for an acceptable TPV call were completed in the TPV call. Please refer to lines 40-101 of the transcript found in Appendix 1-28.

The TPV agent did not mislead the customer and furthermore, the customer stated that she understood and did not question further.

SEM Mitigation:

To improve TPV call quality, SEM moved the TPV program in December of 2008 from Cookstreet Sales to Optima Communications International Inc. SEM oversaw a rigorous training program with industry background, a script with verbatim components and detailed responses to frequently asked questions. In addition, SEM implemented a formal quality program that Optima is contracted to maintain and report. The quality program operates as follows: 100% of outbound calls were monitored by a separate QUALITY team and had to pass the quality check list before they were considered “sales”. 10% of inbound calls were checked in the same manner. Calls that failed generate outbound calls to the customer to clarify or otherwise ensure the customer clearly understood the program and wanted to move forward with enrollment.

Item 79a:

*The 15 apparent Code violations included:
Two TPVs where the call was not completely recorded.*

SEM Response:

Please see Item 78, Schedule 1 – Example #16.

Item 79b:

Two TPVs where the onsite agent informed the customer to just say yes on the call prior to passing the phone over to the customer to complete the TPV.

SEM Response:

Please see Item 78, Schedule 1 – Example #10 and Example #11.

Item 79c:

One TPV where the customer informed the TPV agent that he was defrauded and asked for his contract to be cancelled, the agent apologized for the acts of the onsite agent but told the customer there she was not aware of any other avenue to get out of the contract other than paying a cancellation fee.

SEM Response:

Grant Thornton has not indicated which of the 11 examples in Schedule 1 this allegation refers to and the description does not match the exceptions identified and addressed in Item 78. SEM is unable to respond.

Item 79d:

One TPV where the customer started off by saying that she just wanted “this over with”, and yet the call went on.

SEM Response:

Please see Item 78, Schedule 1 – Example #10.

79e:

One TPV where the customer noted that she better not be dealing with “the propane company from Toronto”, and the TPV agent did not respond to this concern.

SEM Response:

Please see Item 78, Schedule 1 – Example #10.

Item: 79f:

One TPV where the agent noted that rates would be going up in January 2009, when they actually went down.

SEM Response:

Please see Item 78, Schedule 1 – Example #14.

Item 79g:

One TPV agent responded to a customer's concerns regarding a loss if Terasen's rate were to go down, noting that the price does not usually go down, but if it does it is only for up to two weeks and would increase by double when it comes back up.

SEM Response:

Please see Item 78, Schedule 1 – Example #15.

Item 79h:

One TPV where the agent did not inform the customer that the program is voluntary.

SEM Response:

Please see Item 78, Schedule 1 – Example #15.

Item: 79i:

One TPV where the agent did not confirm that the customer was the account holder.

SEM Response:

Please see Item 78, Schedule 1 – Example #18.

Item 79j:

One TPV where a 91 year-old gentleman noted that he would probably not be alive to benefit from a 5 year contract and wanted to cancel, but the TPV agent persisted with trying to keep the customer upon the customer's insistence on wanting to cancel within the 10 day cancellation period.

SEM Response:

Please see Item 78, Schedule 1 – Example #18.

Item 79k:

One TPV call where the onsite agent interjected in the call and the call was not terminated.

SEM Response:

Please see Item 78, Schedule 1 – Example #20.

Item 79l:

One TPV call where a customer complained about fraudulent activity by an onsite agent and wanted to cancel and the TPV agent proceeded to offer a new contract to the customer.

SEM Response:

Please see Item 78, Schedule 1 – Example #26.

Item 79m:

One TPV call where the TPV agent stated that the customer may not save money and when the customer enquired why not, the TPV agent replied because they were not permitted to say that they would save money. The agent did not offer an explanation as to why.

SEM Response:

Please see Item 78, Schedule 1 – Example #28.

Item 80:

While the sampling performed in our review was biased to the extent that the samples were selected from the complaints population and not the population at large, it still appears to us to represent a significant number of TPV failures. We note that the nature of the related complaints did not centre on failed TPV calls.

SEM Response:

SEM agrees that the sampling performed in Grant Thornton's review is biased as the selection was taken from the complaints population during the period August 1, 2008 to October 28, 2009, a very small portion of the total TPVs completed. SEM disagrees that the sampling of 30 TPVs represents a significant number of TPV failures when considered against the total of 27,260 TPVs completed during the period July 1, 2007 to October 28, 2009, the period that the TPVs for the complaints mentioned above were drawn from.

Item 81:

We believe TPV calls made from sales agent's phones at the customer's door at the time of sale may not provide the intended confirmation. In many instances the phone call does not provide the customer an opportunity to fully consider the information just provided to them by the sales agents.

SEM Response:

Effective July 17, 2010 order A-11-10 requires that TPVs must not be initiated within 24 hours of the sale.

Item 82:

The complaints against sales agents were considered on the basis of the nature, number and rate of complaints and the status of the sales agent as recorded in the Complaints and Disputes Log.

SEM Response:

No response required.

Item 83:

Superior has policies and procedures relative to sales agent conduct and benefits, as well as prescribed training and retraining programs.

SEM Response:

No response required.

Item 84:

We were provided with a list of 15 employees that had been terminated. For each terminated employee, we identified the number of agent conduct related complaints and disputes. For employees that received few or no complaints and disputes relating to employee conduct, we asked for an explanation of their termination. We were informed that these employees had been terminated for various reasons, including “poor leadership conduct”, “poor conduct/behaviour in the office” and “did not meet basic requirements”.

SEM Response:

No response required.

Item 85:

We determined that 14 of the terminated agents were included in the Complaints and Disputes Log and that they were not listed as “terminated” but rather as “active” and/or “inactive”. Two of the terminated sales agents had more than 10 complaints/disputes and the 14 sales agents had a total of 66 complaints/disputes.

SEM Response:

SEM’s complaints tracker does not, nor will it differentiate between an inactive agent versus a terminated agent for the purposes of compliance reporting. SEM believes to do so would be a violation of SEM’s legal requirements to protect the privacy of its agents as required by Canada and British Columbia privacy and labour laws.

The ratio of sales agent complaints is addressed in Item 86.

Item 86:

We identified 9 sales agents (including 2 terminated agents) with more than 10 complaints/disputes each. Eleven agents had complaints which represented 10% or more of their gross contract sales.

SEM Response:

Grant Thornton does not provide specifics of which agents it is referring to or details of the numbers relied on to reach the conclusion of complaints representing 10% or more of their gross contract sales. In the absence of specific examples to investigate, SEM analyzed our complaints tracker for instances of ten complaints or more by sales agent. Results are identified below.

The ratio of total complaints to gross contracts signed at its lowest is 1.27% and at its highest is 4.82%. Complaints have also been broken down by contract related and agent conduct categories to illustrate the ratio of complaints to gross sales for complaints within the agent’s control.

Agent #	Contracts Signed	Contracts Flowing	Complaint Category	Number of complaints	% Gross Sales
JS004	677	295	All categories	12	1.77
			Contract related	6	.88
			Agent conduct	6	.88
JS020	543	204	All categories	14	2.58
			Contract related	9	1.66
			Agent conduct	5	.92
JS041	364	145	All categories	10	2.75
			Contract related	7	1.93
			Agent conduct	3	.82
JS047	813	308	All categories	13	1.6
			Contract related	10	1.23
			Agent conduct	3	.37
JS049	776	308	All categories	17	2.19
			Contract related	7	.90
			Agent conduct	10	1.29
JS051	292	139	All categories	11	3.77
			Contract related	6	2.05
			Agent conduct	5	1.7
JS055	786	71	All categories	10	1.27
			Contract related	3	.38
			Agent conduct	7	.89
JS063	249	101	All categories	12	4.82
			Contract related	9	3.61
			Agent conduct	3	1.2
JS069	352	144	All categories	11	3.13
			Contract related	9	2.56
			Agent conduct	2	.57

Item 87:

We also identified a total of 25 agents recorded as both active and inactive in the Complaints and Disputes Log. We determined that 14 of these agents were recorded as active after being recorded as inactive. This raises questions as to the integrity of the Complaints and Disputes Log.

SEM Response:

Once again Grant Thornton does not provide specifics of this allegation. The agent status identified in the Complaints and Disputes Log refers to the agent status as of when the customer complaint is received. Therefore, the agent may be identified as active or inactive on the spreadsheet dependent on the complaint receipt date.

Without specific data to investigate, SEM analysis identified eight sales agents with discrepancies in status that resulted in two errors in reporting as required in Section 2.7 of SEM's licence.

Agent #	Discrepancy	BCUC Report Status
JS004	Inactive after June 5, 2009 which is the last entry in the complaint spreadsheet.	Agent should be on June 2009 quarterly sales activity report; report not reflected correctly.
JS020	Inactive after October 21, 2008 yet reflected as active on October 21, 2008. Confirmed no sales activity from October 21, 2008 onward.	No quarterly reporting at this time.
JS041	Active October 9, 2008 then inactive after December 18, 2008. Confirmed no sales activity from October 9, 2008 onward.	No quarterly reporting at this time.
JS049	Inactive August 28, 2008; active September 8, 2008 and inactive on October 23, 2009. Initial inactive status incorrect.	Agent should be on October quarterly sales activity report; report not reflected correctly.
JS051	Inactive October 23, 2008 (incorrect). Agent active on November 10, 2008; finally inactive on December 29, 2008.	No quarterly reporting at this time.
JS055	Agent still active. Identified once as inactive incorrectly in spreadsheet.	Quarterly reporting correct.
JS063	Listed as active and inactive incorrectly.	Quarterly reporting correct.
JS069	Inactive after December 18, 2008.	Quarterly reporting correct.

Item 88:

We identified 9 agents who received 10 or more complaints/disputes in the Complaints and Disputes Log. Several of these sales agents are identified as both active and inactive for some of the complaints. For example, agent #JS049 had 17 complaints and disputes. Six of these were recorded as agent complaints and the balance contracts. Three of the complaints/disputes record the agent as "inactive" and the balance as "active". We also observed that of the 25 agents listed as both active and inactive in the Complaints and Disputes Log, 14 agents were listed as active after being listed as inactive.

SEM Response:

Please refer to Item 86 for a breakdown of the 9 agents which includes complaint types and ratio against gross sales. The discrepancy raised against agent #JS049 is addressed in Item 87. Grant Thornton did not identify the 14 agents alleged to be active after being listed as inactive. SEM's analysis identified eight agents with status discrepancies that are outlined in Item 87 as well.

Item 89:

Typically sales agents are sent for additional training if complaints are lodged against them. This information is not indicated in the Complaints and Disputes Log and we have

not determined or confirmed the consequences for all sales agents with the double digit complaints. Our understanding is that inactive sales agents left of their own volition.

SEM Response:

Agents receive ongoing training and coaching both in the office and on the road. Individual agents receive additional training or coaching based on a specific complaint received or as a team for general corrective measures based on input provided by the Commission or Terasen.

SEM's management team regularly reviews complaint trends and responds based on complaint severity, frequency and type to determine appropriate agent action or consequences.

SEM's complaints tracker does not distinguish between inactive and terminated agents as outlined in Item 85.

Item 96:

With respect to the comparison of the customers' perspectives and records to those at Superior, we found some inconsistencies. In some instances the accounts of the customers could not be verified due to a lack of supporting records (written records or recorded phone calls). However, in other instances these records were available.

SEM Response:

Grant Thornton does not provide specific examples of these allegations. SEM has been unable to independently verify the allegations. Therefore SEM does not have sufficient information to respond.

To the best of our knowledge, all documentation and calls that are required by the Code were provided to Grant Thornton.

Item 97:

As noted above in Table 4, 78% of the Respondents had more than one complaint. More than half of Respondents complained about being misled about savings or other aspects of the Superior agreements or pressured into signing the agreements. Nearly a half of the Respondents also complained about not having proper explanations of the contracts.

SEM Response:

SEM appropriately categorizes all complaints received based on the most serious allegation. Capturing multiple complaint categories to a single call instance is not a defined requirement by the BCUC.

Item 98:

Because Superior records only what they consider to be the most prominent complaint of a customer in the Complaints and Disputes Log, we are not able to calculate the number or rate of multiple complaints from the Superior data for the whole population for comparison to our sample.

SEM Response:

Please see SEM's response to Item 97.

Item 102:

We reviewed the length of time between the initial complaint/dispute data and Superior's date of response. Of the 459 total complaints and disputes in the Superior Complaints and Disputes Log, 342 represented GEM complaints. Of these, we determined that 26 were not responded to within the requisite nine days (including 7 agent and 19 contract complaints). There were 9 GEM complaints missing dates.

SEM Response:

Please see SEM's response to Item 24.

With regard to Grant Thornton's statement that 9 GEM complaints missing dates, we were unable to determine which GEM complaints are missing dates and which dates are referred to. Therefore SEM does not have sufficient information to respond.

Item 103:

Of the complaints made directly to Superior, we determined that 13 (including 9 agent and 4 contract complaints) were not responded to within the requisite three days (allowing two additional days for weekends). As a result, a total of 39 complaints and disputes appear to have been dealt with after the requisite periods.

SEM Response:

Please see SEM's response to Item 24.

Item 107:

We have not compared the Superior rate of complaints, as shown below, to other Gas Marketers in British Columbia because we have included a portion of the GEM complaints/disputes in our analysis as well as telephone complaints. However, according to statistics maintained by BCUC relative to BC Gas Marketers' rates of complaints, Superior's rate is considered comparatively high.

SEM Response:

SEM disagrees and Terasen's documentation supports this position. Section 11 of Grant Thornton's supplementary material provides Complaints & Enrolment Statistics as reported by Gas Marketers as provided by Terasen. This report identifies SEM's percent of complaints over customers enrolled within the last 12 months as 1.1 versus 2.5 for Summitt Energy, 2.6 for Universal Energy and 5.3 for Just Energy. These results suggest that SEM's rate is not comparatively high when considered against the above marketers.

Item 112:

An issue that came up frequently in the course of our inquiry was the use of graphs and statistics in Superior promotional materials which were relied on but later thought to be misleading by the customers (for example, see case 1 in Appendix A). In these cases a

graph, shown below in Diagram 1, illustrates a sharp upwardly trending line for natural gas prices.

SEM Response:

The chart in Diagram 1 references NYMEX (feeds all North American delivery points including Henry Hub used by Terasen) prices for natural gas during the period 2002 to 2008. To ensure compliance, SEM discontinued use of this chart in December 2008 following a revision to the Code specific to rate references, forecasts and limits of historical data to five years.

See Grant Thornton's conclusion at item 121.

Item 114:

The complainants question the use of the graph in Diagram 1 on the basis that the graph includes natural gas prices quoted from "Futuresource.com" which do not compare favorably with the actual Terasen rates in effect in BC for this same period.

SEM Response:

The rates captured in SEM's chart are accurate for the NYMEX reference point and their use did not violate the Code in effect at the time. The use of the chart was discontinued after the Code was amended, as discussed above.

See Grant Thornton's conclusion at item 121.

Item 115:

The natural gas rates in 2002, as shown in Diagram 1, are significantly lower than the actual Terasen gas rates and conversely, the Diagram 1 rates are higher in 2006. The result is that the graph used by Superior is exaggerated in terms of its upwardly spiraling gas rates in comparison to the actual Terasen gas rates.

SEM Response:

Please see response to Item 114. See Grant Thornton's conclusion at item 121.

Item 116:

Superior also distributed an article to customers entitled "Natural Gas The Choice Is Yours". The article includes a graph (Diagram 2) which illustrates the Terasen gas rates for the period January 1996 to January 2008. The trend line in this graph show an upwardly sloping line from the low gas rates of 1996 (near \$1/GL) rising to a high in 2006 (near \$10/GJ).

SEM Response:

SEM's chart referred to in Diagram 2 is an excerpt of the article "Natural Gas The Choice Is Yours", published in the June 2007 edition of Vancouver View. SEM did not revise this chart in any way.

See Grant Thornton's conclusion at item 121.

Item 117:

What this graph also shows, however, is that the Terasen gas rates were relatively stable between 2001 and 2008 ranging between \$8.82 in 2001 and \$9.95 in late 2005 and \$9.79 in early 2008. The price dropped as low as \$6.63 in 2003. This is illustrated in Graph 5. Interestingly, if the time period is expanded from 2001 to 2009, the overall trend line for Terasen gas prices is downward.

SEM Response:

Please see response to Item 116. See Grant Thornton's conclusion at item 121.

Item 118:

While the use of the June 2007 article meant that customers had access to actual Terasen rates, it also meant that they were provided with material that claimed that "if this trend continues at the same pace, five years from now BC consumers will be paying approximately \$14 per GJ for natural Gas." In our view the use of this article as part of the Superior promotional material is misleading and is based on an assumption that rates will increase at a rate consistent with the 1996 to 2008 period as opposed to the 2002 to 2008 period or any other period.

SEM Response:

Use of a publicly available article reflecting Terasen's actual rates did not contravene the Code in effect at the time. The use of this article was discontinued after the Code was amended, as discussed in Item 112.

See Grant Thornton's conclusion at item 121.

Item 119:

In addition to the graphs and articles provided to prospective customers, Superior provided charts with potential savings for customers based on the then-current Superior fixed rate, the Terasen rate and several possible rate increase scenarios (see case 1 in Appendix A). None of the scenarios offered to customers suggested the possibility of declining gas rates and losses, only increases and savings.

SEM Response:

SEM did not offer rate reduction examples. Use of this information did not contravene the Code in effect at the time. The use of this chart was discontinued after the Code was amended, as discussed in Item 112.

See Grant Thornton's conclusion at item 121.

Item 120:

In August 2008 the BCUC implemented changes to the Code relative to the use of statistics by Gas Marketers. These changes mandated that comparative statistics should come from Terasen, they should be clearly and accurately labeled and they should not go

back more than five years. There should also not be any projections with respect to future gas rates used in marketing materials.

SEM Response:

As noted above , SEM revised all collateral in use to be acceptable within the requirements of the August 2008 Code.

See Grant Thornton's conclusion at item 121.

Item 121:

As a consequence of this change, the issues relative to the use of the above referenced graphs in Diagram 1 and 2 and projections in case 1 in Appendix A were resolved by prohibiting their use. We have confirmed one instance where these outdated marketing materials were used by a Superior sales rep after the change in the Code. In this instance a courtesy drop was subsequently given to the customer.

SEM Response:

SEM immediately ordered the sales agent to discontinue use and destroy any obsolete material on hand.

Appendix 1-4

1
2
3
4 **Customer ID:** [REDACTED]
5 **Date:** June 26, 2008
6 **Customer:** [REDACTED]
7
8 **CSR:** Thank you for calling Superior Energy
9 **Agent:** Hi I'm just calling to do a verification call in B.C
10 **CSR:** May I have your ID?
11 **Agent:** JS054
12 **CSR:** 054 Customer's Name?
13 **Agent:** First name is [REDACTED]
14 **CSR:** (csr spells agent's first name)
15 **Agent:** (agent spells their first name) yes
16 **CSR:** and last name?
17 **Agent:** ah [REDACTED]
18 **CSR:** how do you spell it?
19 **Agent:** (agent spells customer's last name)
20 **CSR:** [REDACTED]
21 **Agent:** (agent spells customer's last name)
22 **CSR:** Sorry could you repeat that?
23 **Agent:** (agent spells customer's last name)
24 **CSR:** [REDACTED]
25 **Agent:** [REDACTED]
26 **CSR:** [REDACTED]
27 **Agent:** Pardon?
28 **CSR:** Last (csr spells customer's last name)
29 **Agent:** [REDACTED]
30 **CSR:** [REDACTED]. And phone number?
31 **Agent:** phone number [REDACTED]
32 **CSR:** ok. And contract ID?
33 **Agent:** [REDACTED]
34 **CSR:** Premise number?
35 **Agent:** [REDACTED]
36 **CSR:** 160?
37 **Agent:** yes
38 **CSR:** account number?
39 **Agent:** [REDACTED]
40 **CSR:** ok and this price is 11.54?
41 **Agent:** correct
42 **CSR:** is the customer ready to speak to me?
43 **Agent:** yes hold on
44 **Customer:** Hi There
45 **CSR:** Hello [REDACTED]?
46 **Customer:** Hello

47 **CSR:** Hi this is Nina calling from Superior Energy how are you doing today sir?
48 **Customer:** Good thank you
49 **CSR:** Great. I just need to go over a few things with you in regards to our company
50 **Customer:** ok
51 **CSR:** and the guaranteed price protection plan our energy advisor has presented to you ok?
52 **Customer:** ok
53 **CSR:** great. Now first Superior Energy is a sister division to Superior Propane and is not
54 affiliated with Terasen gas or the Government of British Columbia
55 **Customer:** ok
56 **CSR:** The energy advisor visiting you today has helped you to initiate enrollment for natural gas
57 guaranteed price protection plan with Superior Energy. This means that Superior Energy will be
58 your natural gas supplier guaranteeing a fixed price on the cost of your natural gas
59 **Customer:** ok
60 **CSR:** you will be still billed for your gas consumption on your regular Terasen gas bill
61 **Customer:** ok
62 **CSR:** and still receive the service you are used to receiving from Terasen gas
63 **Customer:** ok
64 **CSR:** Choosing Superior Energy as your gas supplier is voluntary and you are under no
65 obligation to switch gas suppliers
66 **Customer:** ok
67 **CSR:** in order to complete this enrollment I just need to verify a few quick pieces of
68 information
69 **Customer:** ok
70 **CSR:** Could you confirm for me that you are the account holder sir?
71 **Customer:** yes
72 **CSR:** great. And does our representative have his agent badge clearly displayed
73 **Customer:** yes
74 **CSR:** perfect, and did our representative leave a copy of the agreement with you sir?
75 **Customer:** yes he has
76 **CSR:** great. And your agreement should show that you will be enrolled for a natural gas price
77 protection plan for \$11.54/GJ for the period of 5 years
78 **Customer:** ok
79 **CSR:** perfect. There is no guarantee on the amount of money consumers will save on the price
80 protection plan; however, you will protected from fluctuating market price over the term of
81 your agreement and after completing this call we will process your enrollment and you will be
82 receiving a confirmation letter in the mail from Terasen gas to indicate that your enrollment has
83 been done and completed.
84 **Customer:** ok
85 **CSR:** and this letter also provides days specific to the 10 days period during which you can
86 contact us if you have any further questions or you wish to cancel your agreement alright?
87 **Customer:** ok
88 **CSR:** perfect. Ah do you have any questions at this time sir?
89 **Customer:** nope that's fine
90 **CSR:** alright sir thank you very much for your time. Have a good day
91 **Customer:** thank you alright.
92 **CSR:** oh yeah one minute sir... hello?

93

94 Call disconnected.

Appendix 1-8

1
2
3 **Customer #:** [REDACTED]
4 **Date:** July 31, 2008
5 **Customer Name:** [REDACTED]
6
7 **CSR:** Good morning Superior Energy sales division this is Adil Speaking.
8 **Agent:** Hi Adil this is Malvina I just want to do a residential verification please.
9 **CSR:** Sure may I have your agent Id?
10 **Agent:** yup its JS068
11 **CSR:** and can you give me the customer's name?
12 **Agent:** yup the first name is [REDACTED] (agent spells customer's first name) Last name is
13 [REDACTED] (agent spells last name)
14 **CSR:** and can I please have the phone number?
15 **Agent:** [REDACTED]
16 **CSR:** ok if I can repeat the phone number it is [REDACTED]
17 **Agent:** yup
18 **CSR:** and can I please have the gas contract ID?
19 **Agent:** it is [REDACTED]
20 **CSR:** Can you please give me the premise number?
21 **Agent:** [REDACTED]
22 **CSR:** Can you please give me the utility account number?
23 **Agent:** its [REDACTED]
24 **CSR:** ok and the price is \$10.75/GJ for a period of 5 years
25 **Agent:** correct
26 **CSR:** and if I could verify the premise number again its [REDACTED]
27 **Agent:** yup
28 **CSR:** and the utility account number is [REDACTED]
29 **Agent:** correct
30 **CSR:** and you said your agent ID was JS04...JS068 right?
31 **Agent:** yup that's correct
32 **CSR:** ok perfect
33 **Agent:** and you'll be speaking with Mr. [REDACTED]
34 **CSR:** ok
35 **Customer:** Hello?
36 **CSR:** Hello Mr. [REDACTED] how are you doing today?
37 **Customer:** Good how are you?
38 **CSR:** My name is Adil and I'm calling on behalf of Superior Energy and I just need to go over a
39 few things with regards to our company and the guaranteed price protection plan our energy
40 advisor has presented to you ok?
41 **Customer:** yes
42 **CSR:** first Superior Energy is a sister division to Superior Propane and is not affiliated with
43 Terasen gas or the Government of British Columbia. The energy advisor visiting you today has
44 helped you to initiate enrollment for natural gas guaranteed price protection plan with Superior
45 Energy. This means that Superior Energy will be your natural gas supplier guaranteeing a fixed
46 price on the cost of your natural gas. You will be still billed for your gas consumption on your

47 regular Terasen gas bill and still receive the service you are used to receiving from Terasen gas.
48 Choosing Superior Energy as your gas supplier is voluntary and you are under no obligation to
49 switch gas suppliers. In order to complete this enrollment I just need to verify a few quick
50 pieces of information. Could you confirm for me that you are the account holder?

51 **Customer:** yes

52 **CSR:** And does our representative have his agent badge clearly displayed?

53 **Customer:** yes

54 **CSR:** and did she give you the copy of the contract?

55 **Customer:** yes

56 **CSR:** ok the contract should show that you will be enrolled for natural gas price protection plan
57 at \$10.75/GJ for a period of 5 years is that correct?

58 **Customer:** yes

59 **CSR:** There is no guarantee on the amount of money consumers will save on the price
60 protection plan; however, you will protected from fluctuating market price over the term of
61 your agreement and after completing this call we will process your enrollment and you will be
62 receiving a confirmation letter in the mail from Terasen gas to indicate that your enrollment has
63 been done and completed. And this letter also provides dates specific to the 10 days period
64 during which you can contact us if you have any further questions or you wish to cancel your
65 agreement. Do you have any questions for me at this time?

66 **Customer:** No that's fine

67 **CSR:** ok thank you very much for your time Mr. [REDACTED] have yourself a wonderful evening.

68 **Customer:** thank you. You too

69 **CSR:** bye now

70 **Customer:** bye

Appendix 1-10

1
2
3 **Customer #:** [REDACTED]

4 **Date:** August 15, 2008

5 **Customer Name:** [REDACTED]

6
7 **CSR:** Thank you for calling Superior Energy sales division this is Sienna speaking how may
8 I help you?

9 **Agent:** hi, I have a verification for B.C

10 **CSR:** May I have your agent ID?

11 **Agent:** yes, it's JS063

12 **CSR:** Ok, can I have your customer first and last name?

13 **Agent:** It is Derril. (agent spells customer's first name)

14 **CSR:** the last name. hello? You are breaking up a lot I can hardly hear what you are
15 saying

16 **Agent:** the last name is spelt (agent spells last name)

17 **CSR:** ok let us go over it. The last name is J

18 **Agent:** no

19 **CSR:** G U

20 **Agent:** the first name is (agent spells customer's first name)

21 **CSR:** yes

22 **Agent:** and the last name is spelt (agent spells customer's last name)

23 **CSR:** hello?

24 **Agent:** yes

25 **CSR:** you said G S

26 **Agent:** no its G U

27 **Customer:** [REDACTED]

28 **Agent:** Can you hear her?

29 **Customer:** [REDACTED]

30 **Agent:** Did you get that?

31 **CSR:** oh ok S O N yeah, the reason why I was kind of breaking it up it was so hard for..

32 **Agent:** can you just repeat it just in case?

33 **CSR:** you gave me J U no (CSR spells customer's last name)

34 **Agent:** that's correct

35 **CSR:** ok can I have the phone number?

36 **Agent:** its [REDACTED]

37 **CSR:** great that's much better, can I have the gas contract ID?

38 **Agent:** [REDACTED]

39 **CSR:** Can I have the premise number?

40 **Agent:** [REDACTED]

41 **CSR:** Great, can I have the account number

42 **Agent:** [REDACTED]

43 **CSR:** oh you are breaking up again I didn't hear anything you are saying

44 **Agent:** [REDACTED]

45 **CSR:** you gave me [REDACTED]

46 **Agent:** that is correct

47 **CSR:** is it \$10.75 for 5 years?
48 **Agent:** yes that's correct
49 **CSR:** ok may I please speak to your customer?
50 **Agent:** yes, just one second you'll be speaking to [REDACTED]
51 **Customer:** Hello
52 **CSR:** Hi Good evening Ms. [REDACTED]
53 **Customer:** yes
54 **CSR:** this is Siena from Superior Energy ma'am how are you doing today?
55 **Customer:** I don't need any conversation I just need to be looking for a confirmation...
56 doesn't matter how I'm doing today.
57 **CSR:** ok. Well first of all ma'am I just want to go over a few details in regards to our
58 company and the guaranteed price protection
59 **Customer:** I don't want any detail I would like to be finished
60 **Agent:** you just have to go through it and just say yes.
61 **Customer:** alright
62 **CSR:** I'd just like to confirm. First of all ma'am I just want to go over a few details with
63 you with regards to our company and the guaranteed price protection plan our energy
64 advisor has presented to you. First, Superior Energy is a sister division to Superior
65 Propane and is not affiliated with Terasen gas or the Government of British Columbia
66 **Customer:**
67 **Customer:** I hope they are not connected to the propane company in Toronto
68 **CSR:** Pardon me?
69 **Customer:** I hope they are not connected with the propane company in Toronto.
70 **CSR:** we are a sister division of Superior Propane
71 **Customer:** Yes
72 **CSR:** and we are not affiliated with Terasen gas or the Government of British Columbia.
73 The energy advisor visiting you today has helped you to initiate enrollment for natural
74 gas guaranteed price protection plan with Superior Energy. This means that Superior
75 Energy will be your natural gas supplier guaranteeing a fixed price
76 **Customer:** alright stop there. If we don't get this plan who is our supplier?
77 **CSR:** you will still be with Terasen Gas
78 **Customer:** so this is a change in supplier.
79 **CSR:** You will always be with Terasen gas because Terasen controls all the pipelines in
80 British Columbia.
81 **Customer:** I know that I know that.
82 **CSR:** what we are giving you is a fixed rate and Terasen gas is offering you a market price
83 so with the price Terasen gas is offering you will always see a fluctuation in your price,
84 but with Superior Energy fixed rate ma'am you will always be fixed and be protected
85 from the market rate ok?
86 **Customer:** ok, so I am understanding, no, no I'm going to leave it at that.
87 **CSR:** hello?
88 **Customer:** yes I'm here but I would like to have my tea which is bloody well getting cold
89 **CSR:** ok ma'am, so I just need to confirm as I said you will still receive the service you
90 are used to receiving from Terasen gas and choosing Superior Energy as a natural gas
91 supplier is voluntary and you are under no obligation to switch gas suppliers, so in order

92 to complete your enrollment I need to verify a few quick pieces of information. Ma'am
93 can you confirm you are the partner of the spouse to the account holder
94 **Customer:** yes
95 **CSR:** Ma'am does our representative have an agent badge clearly displayed?
96 **Customer:** yes
97 **CSR:** did she leave you with a copy of the agreement?
98 **Customer:** yes
99 **CSR:** ma'am your agreement should show that you will be enrolled for natural gas price
100 protection plan at \$10.75/GJ for a period of 5 years is that correct?
101 **Customer:** yes
102 **CSR:** There is no guarantee on the amount of money consumers will save on the price
103 protection plan; however, you will protected from fluctuating market price over the
104 term of your agreement so after completing this call we will process your enrollment
105 and you will be receiving a confirmation letter in the mail from Terasen gas to indicate
106 that your enrollment has been completed. And this letter also provides dates specific to
107 the 10 days period during which you can contact us if you have any further questions or
108 you wish to cancel your agreement. Do you have any questions for me at this time?
109 **Customer:** no I don't
110 **CSR:** well thank you for your time ma'am
111 **Customer:** thank you
112 **CSR:** bye

Appendix 1-11

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Customer #: [REDACTED]

Date: 8/29/08

Customer Name: [REDACTED]

Agent: They are going to ask you and you just have to say “yes”

CSR: Good afternoon, I’m sorry oh my goodness. Hello?

Agent: Hello?

CSR: Yah just one moment ok?

Agent: ok

CSR: I just erased my screen here. May I ask you your agent ID number please?

Agent: JS004

CSR: JS004, thank you...just waiting on the computer sorry. And the customer’s name please

Agent: Customer’s name is [REDACTED] (agent spells name)

CSR: yep

Agent: last name is [REDACTED] (agent spells last name)

CSR: I’m sorry that’s [REDACTED] (csr spells last name)

Agent: no its [REDACTED] (agent spells last name)

CSR: oh ckson ok. And the phone number please

Agent: [REDACTED]

CSR: [REDACTED]?

Agent: yup

CSR: ok thank you and the gas contract ID number?

Agent: [REDACTED]

CSR: [REDACTED]

Agent: yep

CSR: ok thank you and the premise?

Agent: is [REDACTED]

CSR: [REDACTED]

Agent: that’s right

CSR: thank you. And the Terasen utility account number?

Agent: [REDACTED]

CSR: that’s [REDACTED]

Agent: yep

CSR: and the gas price?

Agent: Its \$10.75 for 5 years

CSR: ok thank you. And is the customer ready to speak with me?

Agent: she’s right here

CSR: ok thank you.

Customer: Hello?

CSR: Good afternoon my name is Andreen I’m with Superior Energy how are you ma’am?

Customer: fine thanks.

CSR: ok and you are [REDACTED] correct?

47 **Customer:** pardon me?
48 **CSR:** you are [REDACTED]
49 **Customer:** that's right
50 **CSR:** ok so I just need to go through a few things with you in regards to our company
51 and the guaranteed price protection plan our energy advisor has presented to you ok?
52 **Customer:** yes
53 **CSR:** um first Superior Energy is a sister division to Superior Propane and is not affiliated
54 with Terasen gas or the Government of British Columbia. The energy advisor visiting you
55 today has helped you to initiate enrollment for natural gas guaranteed price protection
56 plan with Superior Energy. This means that Superior Energy will be your natural gas
57 supplier guaranteeing a fixed price on the cost of your natural gas. You will be still billed
58 for your gas consumption on your regular Terasen gas bill and still receive the service
59 you are used to receiving from Terasen gas. Choosing Superior Energy as your gas
60 supplier is voluntary and you are under no obligation to switch gas suppliers.
61 **Customer:** ok
62 **CSR:** In order to complete this enrollment I just need to verify a few quick pieces of
63 information. Could you confirm for me that you are the account holder for this premise
64 ma'am?
65 **Customer:** yes I am
66 **CSR:** thank you and does our representative have his agent badge clearly displayed?
67 **Customer:** yes
68 **CSR:** and did he leave a copy of the agreement with you?
69 **Customer:** yes
70 **CSR:** ok your agreement should show that you will be enrolled for natural gas price
71 protection plan at \$10.75/GJ for a period of 5 years is that correct ma'am?
72 **Customer:** yeah that's right
73 **CSR:** ok. There is no guarantee on the amount of money consumers will save on a price
74 protection plan; however, you will be protected from fluctuating market prices over the
75 term of your agreement. After completing this call we will process your enrolment. You
76 will be receiving a confirmation letter in the mail from Terasen gas to indicate that your
77 enrollment has been done and completed. This letter also provides dates specific to the
78 10 days period during which you can contact us if you have any further questions or
79 wish to cancel your agreement. Do you have any questions at this time?
80 **Customer:** no
81 **CSR:** ok thank you very much for your time. You have a nice day ma'am
82 **Customer:** you're welcome, bye.
83 **CSR:** thank you. Bye.

Appendix 1-14

1
2
3 **Customer #:** [REDACTED]

4 **Date:** September 15, 2008

5 **Customer Name:** [REDACTED]

6
7 **CSR:** Hello Superior Energy sales division this is Nat speaking how may I help you

8 **Agent:** (speaking to customer) rates will go back up in January. That's when they usually
9 go back up.

10 Customer (speaking to agent) well right now they are just having the oil I mean the oil
11 and gas have gone through the roof this summer.

12 **Agent:** (speaking to customer) yeah this summer has been pretty funky that way but ah

13 **Customer:** (speaking to agent) They say oil and gas is going down I know so I lock in
14 now it may not be the best time.

15 **Agent:** (speaking to customer) well I mean yah..

16 **Customer:** (speaking to agent) I'll take a look at it.

17 **Agent:** Hi I have a confirmation call in

18 **CSR:** Sure no problem. Your agent ID, please.

19 **Agent:** My ID is JS047

20 **CSR:** ok and your customer's name

21 **Agent:** First name is [REDACTED]

22 **CSR:** [REDACTED]

23 **Agent:** Yup

24 **CSR:** ok and last name

25 **Agent:** last name is spelt (agent spells customer's last name)

26 **CSR:** H L U Y?

27 **Agent:** É U Y

28 **CSR:** É U Y?

29 **Agent:** yup

30 **CSR:** ok and the phone number?

31 **Agent:** that's [REDACTED]

32 **CSR:** [REDACTED] and the contract ID

33 **Agent:** that is 8 oh [REDACTED]

34 **CSR:** [REDACTED] Premise number

35 **Agent:** that's [REDACTED]

36 **CSR:** and the Terasen account number

37 **Agent:** that would be [REDACTED]

38 **CSR:** ok so premise number [REDACTED]

39 **Agent:** yup

40 **CSR:** Terasen [REDACTED]

41 **Agent:** that's correct

42 **CSR:** the rate is \$10.75/GJ for a term of 5 years is that correct?

43 **Agent:** that is correct

44 **CSR:** ok and am I speaking to the account holder?

45 **Agent:** yes you are

46 **Customer:** Hello?

47 **CSR:** Hi Ken this is Nat from Superior Energy how are you today?
48 **Customer:** I'm good how are you?
49 **CSR:** Good thank you. I just need to go over a few things with you in regards to our
50 company and the guaranteed price protection plan our energy advisor has presented to
51 you ok?
52 **Customer:** ok
53 **CSR:** While Superior Energy is a sister division to Superior Propane it is not affiliated
54 with Terasen gas or the Government of British Columbia. The energy advisor visiting you
55 today has helped you to initiate an enrollment for natural gas guaranteed price
56 protection plan with Superior Energy. This means that Superior Energy will be your
57 natural gas supplier guaranteeing a fixed price on the cost of your natural gas. So will be
58 still billed for your gas consumption on your regular Terasen gas bill and still receive the
59 service you are used to receiving from Terasen gas. Choosing Superior Energy as your
60 gas supplier is voluntary and you are under no obligation to switch gas suppliers. In
61 order to complete this enrollment I just need to verify a few quick pieces of information.
62 Can you please confirm that you are the account holder?
63 **Customer:** yes
64 **CSR:** ok and does the representative have his agent badge clearly displayed?
65 **Customer:** yes he does
66 **CSR:** good. And did he leave you with a copy of the agreement?
67 **Customer:** ah he...yes
68 **CSR:** ok perfect. The agreement should show that you will be enrolled for natural gas
69 price protection plan at \$10.75/GJ for a period of 5 years is that correct?
70 **Customer:** Um yes
71 **CSR:** ok. So there is no guarantee on the amount of money consumers will save on a
72 price protection plan; however, you will protected from fluctuating market prices over
73 the term of your agreement. So after completing this call we will process your
74 enrollment and you will be receiving a confirmation letter in the mail from Terasen gas
75 to indicate that your enrollment has been completed. This letter you receive also
76 provides dates specific to the 10 days period during which you can contact us if you
77 have any further questions or wish to cancel your agreement. Ok
78 **Customer:** ok
79 **CSR:** Do you have any questions at this time Ken?
80 **Customer:** ah the only one is what is the cancellation fee after the 10 days?
81 **CSR:** after the 10 days it depends on how much time is left in the term and how much
82 your usage would be so I can't really give you an exact amount
83 **Customer:** ok so what would the maximum be if you were to cancel right away the day
84 after?
85 **CSR:** ah I am not too sure about that rate. Could you hold maybe I can speak to my
86 supervisor and see. So right after is what you are saying?
87 **Customer:** Well I just want to know what the rough cost would be if there is some huge
88 amount of cancellation fee then I may have to cancel this.
89 **CSR:** ok hang on one second. (CSR places customer on hold).....
90 CSR Returns to phone
91 **CSR:** Hi Ken
92 **Customer:** Hello

93 **CSR:** Sorry to keep you waiting ah my supervisor said that because this is a reaffirmation
94 department we don't have the exact amount
95 **Customer:** ok
96 **CSR:** what I can do is give you the number for our customer service department. They
97 handle the cancellations and other questions
98 **Customer:** ok
99 **CSR:** ok so do you have a pen handy?
100 **Customer:** ah just a second. Ok go ahead
101 **CSR:** ok its 1-866
102 **Customer:** 1-866
103 **CSR:** 872
104 **Customer:** 872
105 **CSR:** 2991
106 **Customer:** 2991
107 **CSR:** they'll have a better idea what the cancellation fees would be
108 **Customer:** ok
109 **CSR:** any other questions ken?
110 **Customer:** no that's good thank you very much
111 **CSR:** Thanks a lot for your time have a great day
112 **Customer:** you too
113 **CSR:** bye
114 **Customer:** bye

Appendix 1-15

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Customer #: [REDACTED]

Date: September 16, 2008

Customer Name: [REDACTED]

CSR: Thank you for calling Superior Energy sales division Anne speaking

Agent: Hey this is Neddy from Superior with a client here for the customer choice verification call

CSR: ok can I get your agent ID?

Agent: JS116

CSR: ok and your customer's first and last name

Agent: the account holder's first name is [REDACTED]

CSR: [REDACTED]

Agent: middle name R. Last name [REDACTED] (agent spells out last name)

CSR: ok and the home phone number

Agent: [REDACTED]

CSR: ok and the contract ID

Agent: [REDACTED]

CSR: ok premise number

Agent: whoops I just have to get the premise number from here. Ah its [REDACTED]

CSR: ok Terasen account number?

Agent: account number is [REDACTED]

CSR: ok got it. Ok so 10.75 for 5 years?

Agent: yes it is

CSR: ok so who am I speaking to?

Agent: you'll be speaking to Shirley

CSR: Shirley. Ok thank you

Agent: thank you

Customer: Hello?

CSR: hi is this Shirley?

Customer: yes it is

CSR: Hi this is Anne from Superior Energy how are you today?

Customer: good

CSR: ok that's good. Shirley I'm just going to go over a few things with you with regards to our company and a price protection plan our energy advisor has presented to you today

Customer: ah hmm

CSR: ok so our company Superior Energy is a sister division to Superior Propane and is not affiliated with Terasen gas or the Government of British Columbia. And today our energy advisor visiting you today has helped you to enroll in a price protection plan with us which basically means that Superior will be your natural gas supplier guaranteeing a fixed price on the cost of your natural gas. Ok? So will be still be getting a bill from Terasen like you are right now and you will still be receiving the service you are currently getting from them.

Customer: but I pay Terasen?

47 **CSR:** yes you are going to still be paying Terasen
48 **Customer:** ah hmm. Ok
49 **CSR:** ok so in order for me to enroll you in first can you confirm that you are the
50 account holder or spouse or partner to the account holder?
51 **Customer:** ah hmm
52 **CSR:** ok and does our representative have his agent badge ID displayed?
53 **Customer:** yes
54 **CSR:** ok did he give you the copy of the agreement?
55 **Customer:** ok
56 **CSR:** did he give you the copy of the agreement
57 **Customer:** no, no he hasn't yet he is just ah
58 **CSR:** oh he is just filling it out?
59 **Customer:** yeah ah hm
60 **CSR:** well let me know that the price he enrolled you at is \$10.75/GJ for 5 years is that
61 correct?
62 **Customer:** ah hmm right
63 **CSR:** ok perfect. Ok Shirley
64 **Customer:** and what is it now then? Cuz when I talked to the girl she said that it might
65 go down so whether or not the gas goes down or not we are still paying \$10.75?
66 **CSR:** yes well right now with Terasen you are paying \$9.78
67 **Customer:** yeah
68 **CSR:** when you lock in at a rate of \$10.75 its going to be a steady rate for 5 years, so if
69 the gas prices go up or down its not going to be affecting you because your price is
70 locked in at the fixed rate
71 **Customer:** ok well I still don't agree with that because if they go down we are still at
72 \$10.75
73 **CSR:** well yes that's the thing, but usually it does not go down, but even if it does go
74 down for 2 weeks or so, but usually they drop it down to a slight increase for just a few
75 days but after that the increase is double
76 **Customer:** well the more I listen to this I'm not sure I want that
77 **CSR:** well its totally your decision you know you still have that 10 days and if you don't
78 think you are ready for this its totally up to you we can cancel it
79 **Customer:** I can still cancel it?
80 **CSR:** yes because you still have that 10 period
81 **Customer:** 10 day period ok I'll think about it then
82 **CSR:** ok so you are going to be getting a mail right now from Terasen which will indicate
83 that your enrollment has been completed and then you got that 10 day period and just
84 give us a call if you have any question or if you want to cancel it
85 **Customer:** ok
86 **CSR:** ok do you have any questions for me right now?
87 **Customer:** no I don't thanks
88 **CSR:** well thank you and have a great day
89 **Customer:** ok bye bye
90 **CSR:** bye

Appendix 1-16

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Customer #: [REDACTED]

Date: September 23, 2008

Customer Name: [REDACTED]

Call 1:

CSR: thank you for calling Superior Energy how may I assist your call?

Agent: hi there its Travis calling with 2 residential Oh sorry just

CSR: hello?

Agent: hi there

CSR: yes

Agent: yup whenever you are ready

CSR: oh yes I'm ready

Agent: ok my agent number is JS113

CSR: oh sorry the phone kind of cut out there

Agent: yah I have bad reception up here that's all

CSR: so you had 2 of them right

Agent: yup

CSR: and ah so we can do one at a time ok? And can I get the customer's name?

Agent: agent number is JS113

CSR: oh yah I have that. The customer's name please

Agent: the first name is [REDACTED]

CSR: (spells customer's name)

Agent: the last name [REDACTED] (spells last name)

CSR: (spells last name) and the phone number

Agent: [REDACTED]

CSR: ok and contract ID?

Agent: the first one is [REDACTED]

CSR: ok and premise number

Agent: its [REDACTED]

CSR: and the account number

Agent: [REDACTED]

CSR: ok and I have the rate of \$10.75 for 5 years is that correct?

Agent: correct yeah

CSR: ok thank you and is Barry ready to speak to me now?

Agent: oh do you want to take down the second one first?

CSR: oh yeah, sorry yeah. And is both going to be under Barry? Hello?

Agent: yes..yes it is

CSR: ok. Again, [REDACTED]?

Agent: yes

CSR: same phone number?

Agent: yup

CSR: [REDACTED]

Agent: yes

CSR: and contact ID?

47 **Agent:** [REDACTED]
48 **CSR:** Premise number?
49 **Agent:** [REDACTED]
50 **CSR:** account number
51 **Agent:** [REDACTED]
52 **CSR:** sorry 157?
53 **Agent:** [REDACTED]
54 **CSR:** ok and I have a rate of \$10.75 for 5 years is that correct?
55 **Agent:** yeah and there is 2 petro Canada cards here as well
56 **CSR:** ok great and so is Barry ready to speak to me now?
57 **Agent:** Yup I'll just pass it over to him
58 **Customer:** Hello?
59 **CSR:** Hello Barry yes this is Superior Energy how are you today?
60 **Customer:** Fine
61 **CSR:** Great I just need to go over a few things with you with regards to our company and
62 the guaranteed price protection plan our energy advisor has presented to you ok?
63 **Customer:** yup
64 **CSR:** so first can you confirm that our energy advisor has his Superior Energy agent
65 badge clearly displayed?
66 **Customer:** yup
67 **CSR:** excellent. And so you do understand that we are Superior Energy and are not
68 affiliated with Terasen gas or the Government of British Columbia.
69 **Customer:** right
70 **CSR:** ok the energy advisor visiting you today has helped you to initiate an enrollment
71 for natural gas guaranteed price protection plan with Superior Energy. That you are the
72 account holder?
73 **Customer:** Right
74 **CSR:** This means that Superior Energy will be your natural gas supplier guaranteeing a
75 fixed price on the cost of your natural gas.
76 **Customer:** right
77 **CSR:** So will be still billed for your gas consumption on your regular Terasen gas bill and
78 still receive the service you are used to receiving from Terasen gas. Do you understand
79 that choosing Superior Energy as your gas supplier is voluntary and you are under no
80 obligation to switch gas suppliers?
81 **Customer:** umm yeah
82 **CSR:** Great Great. In order to complete this enrollment I just need to verify a few quick
83 pieces of information ok. Ok so can you please confirm you are the account holder for
84 both premises?
85 **Customer:** Yup
86 **CSR:** excellent and did our representative leave a copy of the agreement and the
87 standard information booklet?
88 **Customer:** yup
89 **CSR:** and um your agreement should show that you will be enrolled for natural gas price
90 protection plan at \$10.75/GJ for a period of 5 years is that correct? Hello? Hello Barry?
91 **Call Ends.**
92

93 **Call 2:**
94 **CSR:** Thank you for calling Superior Energy sales division this is Adil speaking
95 **Agent:** Hi I was just calling to do a verification.
96 **CSR:** yeah its JS031 right your agent ID? Ok perfect.
97 **Agent:** JS113
98 **CSR:** 113 ok thanks for correcting man. Now is the customer ready now?
99 **Agent:** yeah I think he was about half way through. Was it you I was speaking to earlier?
100 This is for..
101 **CSR:** This is for [REDACTED] ?
102 **Agent:** No
103 **CSR:** okay then we have the wrong person. So you weren't speaking to me actually. Do
104 you remember who you were speaking to?
105 **Agent:** No I don't.
106 **CSR:** ok well if you stay on hold I'll figure it out okay. What was the name of the
107 customer again?
108 **Agent:** [REDACTED]
109 **CSR:** (csr spells out customer's first name)
110 **Agent:** (spells customer's last name) in the background agent asks customer if he is
111 saying their name right.
112 **CSR:** ok just hold on ok
113 **Agent:** okay
114 CSR places agent on hold.
115 **CSR:** (comes back to the phone)
116 **Agent:** hello there?
117 **CSR:** ok now um I'm going to have to complete the rest of the enrollment for Mr. [REDACTED]
118 If you just give me one moment I am going to set everything up here.
119 **Agent:** okay. Do you have to go through everything again?
120 **CSR:** Yeah I do actually. Because it was a dropped call right.
121 **Agent:** oh ok
122 **CSR:** okay, Can you give me the contract ID?
123 **Agent:** yup [REDACTED] There are 2 applications here
124 **CSR:** ok. So can I please speak to [REDACTED].
125 **Agent:** Sure
126 **Customer:** Hello?
127 **CSR:** Hello Barry we do apologize for the inconvenience. Now I'm just gonna start the
128 enrollment process with you again. I'm just going to go over it quickly.
129 **Customer:** Is it standard?
130 **CSR:** Pardon?
131 **Customer:** this is standard right
132 **CSR:** Yeah we have to do this for the enrollment
133 (background noise)
134 **Customer:** go ahead
135 **CSR:** First can you confirm that our energy advisor is wearing his agent badge clearly
136 displayed today
137 **Customer:** yep

138 **CSR:** and now do you understand that we are Superior Energy and are not affiliated with
139 Terasen Gas or the Government of British Columbia
140 **Customer:** Yes
141 **CSR:** Perfect. The energy advisor visiting you today has helped to initiate an enrollment
142 for a natural gas guaranteed price protection plan with Superior Energy. This means ...
143
144 Call is disconnected.

Appendix 1-18

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2
3 **Customer #:** [REDACTED]
4 **Date:** December 3, 2008
5 **Customer Name:** [REDACTED]
6
7 **First Call:**
8 **CSR:** This is Fionna speaking how may I help you?
9 **Agent:** ah what was your name again sorry?
10 **CSR:** It's Fionna
11 **Agent:** Fionna?
12 **CSR:** yes
13 **Agent:** yes its Wayne I have a residential verification for you
14 **CSR:** for British Columbia?
15 **Agent:** ah yes
16 **CSR:** ok can I have your agent ID
17 **Agent:** sure JS175
18 **CSR:** ok can I have your customer's first and last name?
19 **Agent:** sure first name is (agent spells customer's first name)
20 **CSR:** H
21 **Agent:** (agent respells customer's first name)
22 **CSR:** ok
23 **Agent:** yeah then middle initial O and then [REDACTED]
24 **CSR:** [REDACTED]
25 **Agent:** [REDACTED] (agent spells customer's last name)
26 **CSR:** ok can I have the customer's phone number?
27 **Agent:** sure [REDACTED]
28 **CSR:** ok can I have the gas contract ID number?
29 **Agent:** ah yeah [REDACTED]
30 **CSR:** can I have the premise number
31 **Agent:** premise number is [REDACTED]
32 **CSR:** ok you gave me [REDACTED]
33 **Agent:** no [REDACTED]
34 **CSR:** oh ok
35 **Agent:** 6 numbers
36 **CSR:** and can I have the account number
37 **Agent:** the account number [REDACTED]
38 **CSR:** [REDACTED]
39 **Agent:** [REDACTED]
40 **CSR:** oh ok and is it \$9.99 for 5 years?
41 **Agent:** yep
42 **CSR:** did you offer the customer a petro card?
43 **Agent:** yeah I did
44 **CSR:** who would I be speaking to?
45 **Agent:** you will be speaking with [REDACTED]
46 **CSR:** ok sure

47 **Agent:** just one second, thank you
48 Agent goes to hand phone to customer and the phone line was disconnected.
49
50 **Second Call:**
51 **CSR:** Thank you for calling Superior Energy this is Fiona speaking how may I help you?
52 **Agent:** Hi Fiona I'm sorry we're going to just hand the phone back to the customer right
53 now
54 **CSR:** oh sure
55 **Agent:** hang on (agent speaking to customer in the background "just be careful with the
56 buttons on the side)
57 **Customer:** (Customer talking in the background "what do I gotta do?")
58 **Agent:** (speaking to customer in the background "you just gotta talk to them)
59 **Customer:** Hello?
60 **CSR:** Hi Good afternoon Mr. [REDACTED] this is Fiona from Superior Energy how are you doing
61 today sir?
62 **Customer:** yeah
63 **CSR:** ok Mr. Jones first of all I need to go over a few details with you in regards to our
64 company and the guaranteed price protection plan our energy advisor has presented to
65 you. So first of all can you please confirm whether or not our energy advisor is wearing
66 his Superior Energy badge?
67 **Customer:** yeah he got a badge on
68 **CSR:** oh ok so you do understand that we are Superior Energy and are not affiliated with
69 Terasen gas or the Government of British Columbia.
70 **Customer:** uh hmm
71 **CSR:** Mr. [REDACTED] the energy advisor visiting you today has helped you to initiate
72 enrollment for natural gas guaranteed price protection plan with Superior Energy. This
73 means that Superior Energy will be your natural gas supplier guaranteeing a fixed price
74 on the cost of your natural gas. So you will be still billed for your gas consumption on
75 your Terasen gas bill and still receive the service you are used to receiving from Terasen
76 gas. So do you understand choosing Superior Energy as your natural gas supplier is
77 voluntary and you are under no obligation to switch gas suppliers?
78 **Customer:** Ah hmm
79 **CSR:** Ok so Mr. [REDACTED] In order to complete this enrollment I need to verify a few quick
80 pieces of information. Can you please confirm that you are the account holder the gas
81 bill comes under your name?
82 **Customer:** it comes in and I get it from Ms. [REDACTED]
83 **CSR:** Perfect. Ok and did our representative leave you with a copy of the agreement and
84 the standard information booklet?
85 **Customer:** yes
86 **CSR:** ok so your agreement should show that you will be enrolled for natural gas price
87 protection plan at \$9.99/GJ and that is guaranteed for a period of 5 years is this correct
88 sir?
89 **Customer:** Pardon?
90 **CSR:** your agreement should show that you will be enrolled for natural gas guaranteed
91 price protection plan at \$9.99/GJ is this correct?
92 **Customer:** did you mention \$9.99? no she didn't say nothing

93 **CSR:** Pardon me?
94 **Customer:** she never told me about \$9.99
95 **CSR:** what rate did she tell you?
96 **Customer:** (customer speaking to agent “no, is that extra?”) Agent replies “no \$9.99”
97 **Customer:** oh yeah it’s on here on a 5 year plan
98 **CSR:** exactly and also do you understand you may not save money with this program
99 though the price protection plan will protect you from fluctuating market prices over
100 the term of your agreement
101 **Customer:** ah hmm
102 **CSR:** So after completing this call we will process your enrollment and you will be
103 receiving a confirmation letter in the mail from Terasen gas, so this letter also to
104 provides dates specific to the 10 days period during which you can contact us if you
105 have any further questions or you wish to cancel your agreement. So do you
106 understand your rights as to the 10 day cancellation period with Superior Energy?
107 **Customer:** yes
108 **CSR:** and also I believe that our agent gave you a Petro card? Can you please provide me
109 with the number on the back of the card?
110 **Customer:** yes
111 **CSR:** sure
112 **Customer:** he has a
113 **CSR:** it starts with [REDACTED]
114 **Customer:** [REDACTED]
115 **CSR:** yes
116 **Customer:** can’t see it
117 **Agent:** (speaking in the background to customer) [REDACTED]
118 **Customer:** [REDACTED]
119 **Agent:** (speaking in the background to customer) [REDACTED]
120 **Customer:** [REDACTED]
121 **Agent:** (speaking in the background to customer) [REDACTED]
122 **Customer:** [REDACTED]
123 **Agent:** (speaking in the background to customer) [REDACTED]
124 **Customer:** [REDACTED]
125 **Agent:** (speaking in the background to customer) [REDACTED]
126 **Customer:** [REDACTED]
127 **Agent:** (speaking in the background to customer) [REDACTED]
128 **Customer:** [REDACTED]
129 **CSR:** ok so this card will be activated once we receive confirmation from Terasen gas
130 that your enrollment is successfully completed, so you should be able to use this card in
131 14 days time ok
132 **Customer:** ok
133 **CSR:** in approximately 14 days. Do you have any questions for me Mr. [REDACTED]
134 **Customer:** No I haven’t
135 **CSR:** ok well thank you for your time and you have a good evening
136 **Customer:** thank you
137 **CSR:** thank you. Bye

Appendix 1-20

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3 **Customer #:** [REDACTED]

4 **Date:** February 26, 2009

5 **Customer Name:** [REDACTED]

6
7 **CSR:** Thank you for calling Superior Energy sales division this is Linda [REDACTED] could I have
8 your agent ID please?

9 **Agent:** Hi Linda its JS190

10 **CSR:** Christina could I have the customer's first name?

11 **Agent:** John

12 **CSR:** ok

13 **Agent:** and the last name is [REDACTED] (agent asks customer in the background

14 [REDACTED] Customer responds with [REDACTED] agent repeats customer's last name
15 again

16 **CSR:** Telephone number?

17 **Agent:** ah [REDACTED]

18 **CSR:** contract ID?

19 **Agent:** [REDACTED]

20 **CSR:** and premise number

21 **Agent:** premise number is [REDACTED]

22 **CSR:** Terasen account?

23 **Agent:** and the account number is [REDACTED]

24 **CSR:** I have a rate of \$9.69/GJ for a term of 5 years correct?

25 **Agent:** Correct

26 **CSR:** will I be speaking with Mr. [REDACTED]

27 **Agent:** yes you will be

28 **CSR:** and did you give him a Petro Canada card?

29 **Agent:** I sure did

30 **CSR:** Alrighty.

31 **Agent:** (speaks to customer in the background "ok just watch the button is an old
32 blackberry")

33 **Customer:** hello?

34 **CSR:** Hi Mr. [REDACTED] this is Linda [REDACTED] from Superior Energy how are you this evening?

35 **Customer:** I'm all good

36 **CSR:** ok I just need to go over a few things with you in regards to our company and the
37 guaranteed price protection plan our energy advisor has presented to you. First can you
38 confirm that our energy advisor has her agent badge clearly displayed?

39 **Customer:** yes

40 **CSR:** do you understand that we are Superior Energy not affiliated with Terasen gas or
41 the Government of British Columbia.

42 **Customer:** yes

43 **CSR:** The energy advisor visiting you today has helped you to initiate enrollment for
44 natural gas guaranteed price protection plan with Superior Energy. This means that
45 Superior Energy will be your natural gas supplier guaranteeing a fixed price on the cost
46 of your natural gas. You will be still billed for your gas consumption on your regular

47 Terasen gas bill and still receive the services you are used to receiving from Terasen gas.
48 Do you understand choosing Superior Energy as your gas supplier is voluntary and you
49 are under no obligation to switch gas suppliers?
50 **Customer:** yes
51 **CSR:** In order to complete this enrolment I just need to verify a few quick pieces of
52 information. Can you confirm for me that you are the account holder?
53 **Customer:** yes I am
54 **CSR:** did our representative leave you a copy of the agreement and the standard
55 information booklet?
56 **Customer:** yes she did
57 **CSR:** Your agreement should show that you will be enrolled for natural gas price
58 protection plan at \$9.69/GJ for a period of 5 years is this correct?
59 **Customer:** ah I don't think that's what the application says I think its ahh \$9 just isn't
60 locked in the one locked is
61 **Agent:** (speaking to customer in the background "Its \$9.69")
62 **Customer:** (speaking to agent) its locked in for 5 years?
63 **Agent:** (speaking to customer in the background) yes
64 **Customer:** oh ok, that's right correct
65 **CSR:** ok do you understand that you may not save money on this program, though the
66 price protection plan will protect you from fluctuating market prices over the term of
67 your agreement.
68 **Customer:** yes
69 **CSR:** After completing this call we will process your enrolment. You will be receiving a
70 confirmation letter in the mail from Terasen gas to indicate that your enrolment has
71 been completed. This letter also provides dates specific to the 10 days period during
72 which you can contact us if you have any further questions or wish to cancel your
73 agreement. Do you understand your rights as to the 10 day cancellation period?
74 **Customer:** yes I do.
75 **CSR:** ok before I let you go I know you have the Petro Canada gas card there. If you
76 could turn it over you'll see the number's [REDACTED] I need the 8 numbers after the 002
77 **Customer:** [REDACTED] what's that number [REDACTED]
78 **Agent:** (speaking to customer in background) [REDACTED]
79 **Customer:** [REDACTED]
80 **Agent:** (speaking to customer in background) [REDACTED]
81 **Customer:** [REDACTED]
82 **CSR:** Perfect this gas card will be activated as soon as we receive confirmation from
83 Terasen that your enrolment was successfully completed so you should be able to use it
84 in approximately 2 weeks. I want to thank you very much for your time and using
85 Superior Energy. Have a great evening.
86 **Customer:** thank you.
87 **CSR:** Thanks bye

Appendix 1-26

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3 **Customer #:** [REDACTED]

4 **Date:** July 8, 2009

5 **Customer Name:** [REDACTED]

6
7 **CSR:** Thanks for calling Superior Energy sales division my name is Chris [REDACTED] and may I
8 have your agent ID please?

9 **Agent:** JS293 sorry?

10 **CSR:** so it's JS293. Ok is this Kyle speaking?

11 **Agent:** That's correct

12 **CSR:** ok may I have the customer's name please?

13 **Agent:** It's [REDACTED] (agent spells customer's first name)

14 **CSR:** sorry [REDACTED]

15 **Agent:** (Agent spells customer's first name again.)

16 **CSR:** (CSR spells customer's first name) and the last name?

17 **Agent:** [REDACTED] (Agent spells last name)

18 **CSR:** ok and the phone number?

19 **Agent:** [REDACTED]

20 **CSR:** contract ID?

21 **Agent:** [REDACTED]

22 **CSR:** [REDACTED] And the premise number?

23 **Agent:** [REDACTED]

24 **CSR:** and the account number

25 **Agent:** [REDACTED]

26 **CSR:** sorry 180?

27 **Agent:** [REDACTED]

28 **CSR:** [REDACTED] ok

29 **Agent:** correct

30 **CSR:** now I have a rate of \$8.74/GJ for 5 years correct?

31 **Agent:** Correct

32 **CSR:** any other locations to add before I speak with Dana?

33 **Agent:** no that's it

34 **CSR:** ok thanks ready when she is

35 **Agent:** ok

36 **Customer:** hi

37 **CSR:** Hi there Ms. [REDACTED] my name is Chris [REDACTED] and I'm from Superior Energy, how
38 are you this evening?

39 **Customer:** I'm good thank you and yourself?

40 **CSR:** Very well thanks for asking. I just need to go over a few things with you in regards
41 to our company and our guaranteed price protection plan that our energy advisor
42 presented you with

43 **Customer:** ok

44 **CSR:** ok may you first confirm that our energy advisor has their agent badge clearly
45 displayed?

46 **Customer:** yes

47 **CSR:** ok so you do understand that we are Superior Energy not affiliated with Terasen
48 gas or the Government of British Columbia?
49 **Customer:** yes
50 **CSR:** Now the energy advisor visiting you today has helped you to initiate enrollment
51 for natural gas guaranteed price protection plan with Superior Energy.
52 **Customer:** Right
53 **CSR:** This means that Superior Energy will be your natural gas supplier guaranteeing a
54 fixed price on the cost of your natural gas.
55 **Customer:** Right
56 **CSR:** Ok now you will be still billed for your gas consumption on your regular Terasen
57 gas bill and you will still receive the services you are used to receiving from Terasen gas.
58 Now do you understand choosing Superior Energy as your gas supplier is voluntary and
59 you are under no obligation to switch gas suppliers?
60 **Customer:** Right
61 **CSR:** Alright
62 **CSR:** Now in order to complete this enrolment I just need to verify a few pieces of
63 information. First can you please confirm that you are the account holder?
64 **Customer:** Yes
65 **CSR:** and did our representative leave you a copy of the agreement and the customer
66 choice standard information booklet?
67 **Customer:** yes
68 **CSR:** ok so your agreement should show that you will be enrolled for natural gas price
69 protection plan at \$8.74/GJ for a period of 5 years is that correct?
70 **Customer:** Yes
71 **CSR:** ok now do you understand that you may not save money on this program, though
72 the price protection plan will protect you from fluctuating market prices over the term
73 of your agreement.
74 **Customer:** Yes
75 **CSR:** Ok now after completing this call we will process your enrolment and you will be
76 receiving a confirmation letter in the mail from Terasen gas to indicate that your
77 enrolment has been completed. And this letter also provides dates specific to the 10
78 days period during which you can contact us if you have any further questions or wish to
79 cancel your agreement.
80 **Customer:** Ok
81 **CSR:** We recommend that you take the time to read the customer choice standard
82 information booklet before the 10 day cancellation period expires
83 **Customer:** ok
84 **CSR:** so do you understand your rights as to the 10 day cancellation period?
85 **Customer:** yes
86 **CSR:** Ok great so I'd just like to thank you for your time and choosing Superior Energy.
87 You have a great evening
88 **Customer:** ok thank you
89 **CSR:** Thanks bye now
90 **Customer:** Bye

Appendix 1-28

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Customer #: [REDACTED]

Date: August 12, 2008

Customer Name: [REDACTED]

CSR: Thanks for calling Superior Energy sales division could I have your agent id please?

Agent: Yes it's JS180

CSR: Hi Tommie how are you?

Agent: I'm doing good how are you?

CSR: I'm doing well also. Customer's first name?

Agent: First name is [REDACTED]

CSR: ahh hmm

Agent: Middle name is [REDACTED] but it's spelt (agent spells customer's middle name)

CSR: ok

Agent: last name is [REDACTED]

CSR: and the telephone number

Agent: [REDACTED]

CSR: and your contract ID?

Agent: [REDACTED]

CSR: [REDACTED]

Agent: that's correct

CSR: Premise number?

Agent: ah its [REDACTED]

CSR: [REDACTED]

Agent: yes that's correct

CSR: Terasen account number?

Agent: [REDACTED]

CSR: ok I have a rate of \$8.74/GJ for 5 years correct?

Agent: Yes

CSR: Any other locations?

Agent: No

CSR: And now will I be speaking with Walter?

Agent: Ah actually you will be speaking to his spouse.

CSR: And her name?

Agent: Sheila and the same last name.

CSR: Ok I'm ready when she is. Thank you

Agent: ok

Customer: Hello?

CSR: Hi Mrs. [REDACTED] it's Linda [REDACTED] from Superior Energy. How are you this evening, afternoon

Customer: I'm fine thank you not just evening yet

CSR: No it isn't for you I get me tongue twisted over that every once in a while. It's evening for us

Customer: Where are you at?

CSR: Ontario. Just outside of Toronto

47 **Customer:** okay
48 **CSR:** So I just need to go over a few things with you in regards to our company and the
49 guaranteed price protection plan our energy advisor has presented to you.
50 **Customer:** Ah hmm
51 **CSR:** First can you confirm that our energy advisor has her agent badge clearly
52 displayed?
53 **Customer:** Yes he does
54 **CSR:** And do you understand that we are Superior Energy not affiliated with Terasen gas
55 or the Government of British Columbia?
56 **Customer:** Yes
57 **CSR:** The energy advisor visiting you today has enrollment for a natural gas guaranteed
58 price protection plan with Superior Energy. This means that Superior Energy will be your
59 natural gas supplier guaranteeing a fixed price on the cost of your natural gas. You will
60 be still billed for your gas consumption on your regular Terasen gas bill and will still
61 receive the services you are used to receiving from Terasen gas. Do you understand
62 choosing Superior Energy as your gas supplier is voluntary and you are under no
63 obligation to switch gas suppliers?
64 **Customer:** Right
65 **CSR:** In order to complete the enrollment I just need to verify some information. Can
66 you please that you are the wife of the account holder?
67 **Customer:** Can you say that again?
68 **CSR:** Can you please confirm you are the wife of the account holder?
69 **Customer:** yes... yes I am
70 **CSR:** and did our representative give you a copy of the customer choice standard
71 information booklet?
72 **Customer:** ah he's just about to
73 **CSR:** Alright. And also did he our representative leave you a copy of the agreement?
74 **Customer:** Ah not yet he's just about to
75 **CSR:** ok he does need to give them to you cuz I'm going to ask you
76 **Customer:** Ok wait a second yeah he did he did
77 **CSR:** okay for both of them then? Perfect. So then your agreement should show that
78 you will be enrolled for natural gas price protection plan at \$8.74/GJ for a period of 5
79 years correct?
80 **Customer:** Right yeah
81 **CSR:** And do you understand that you may not save money on this program, though the
82 price protection plan will protect you from fluctuating market prices over the term of
83 your agreement.
84 **Customer:** Say that again
85 **CSR:** do you understand that you may not save money on this program, though the
86 price protection plan will protect you from fluctuating market prices over the term of
87 your agreement?
88 **Customer:** Why wouldn't I save money?
89 **CSR:** We are not allowed to say that you are
90 **Customer:** oh ok I understand
91 **CSR:** Ok so after completing this call we will process your enrollment. You will be
92 receiving a confirmation letter in the mail from Terasen gas to indicate that your

93 enrollment has been completed. This letter also provides dates specific to the 10 days
94 period during which you can contact us if you have any further questions or wish to
95 cancel your agreement.
96 **Customer:** ok
97 **CSR:** We recommend that you take the time to read the customer choice standard
98 information booklet before the 10 day cancellation window expires
99 **Customer:** ok
100 **CSR:** Do you understand your rights as to the 10 day cancellation period?
101 **Customer:** Yes
102 **CSR:** Perfect. Thanks so much for your time and you have a wonderful afternoon.
103 **Customer:** ok here he is.
104
105 **Call Ends**

