

Contract Renewal / Extension Call Script for Non-Residential Consumers – Natural Gas and Electricity Contracts

For use on and after January 1, 2017

Instructions for the use of this script:

1. This script must only be used for the renewal or extension of a non-residential consumer's contract or contracts for natural gas and electricity.
2. In this script, the term "energy retailer" is used to refer to the gas marketer / electricity retailer.
3. Statements or questions in italics must be given or made verbatim as written.
4. Where a question or statement calls for a yes or no response from the consumer and the consumer answers no, except where alternative instructions are provided in the script the salesperson must end the call.
5. Where this script requires that the renewal / extension call be terminated, except where otherwise provided the salesperson must, before terminating the call, explain to the consumer in plain language the reason why that is the case and indicate in neutral terms that the contract will not be renewed / extended and that the consumer's energy supply will be switched back to the consumer's gas and electricity utilities.
6. If at any time the consumer indicates that he or she is not comfortable with the call being recorded, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.
7. The salesperson must terminate the call if at any time it appears that the renewal / extension call is taking place on a date that is after the date on which the original contract expired.
8. If the consumer has entered into two separate contracts rather than one contract for both gas and electricity, the salesperson may refer to "contracts" instead of "contract" where appropriate in this script.
9. Where the script refers to the terms "renew / extend" or "renewal / extension", the salesperson may substitute "renew" or "extend", or "renewal" or "extension", as applicable.

A. Mandatory Greeting

1. The salesperson must provide the following information:
 - a. The name of the salesperson.
 - b. The name of the energy retailer on whose behalf the salesperson is acting.
If the salesperson wishes to do so, the salesperson may also provide the name of the company that employs the salesperson (if other than the energy retailer).
2. The salesperson may greet the consumer by name, and then must explain the purpose of the call:
 - a. For an inbound call: *May I please confirm that you are calling to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for the business at [address]? Y/N*

If the consumer answers no, the salesperson may answer the consumer's enquiry or offer to refer the consumer to the energy retailer to answer the consumer's enquiry, but otherwise must end the call. No additional explanation for ending the call is required.
 - b. For an outbound call: *I am calling to see if you would like to renew / extend your contract with [energy retailer name] to buy electricity and natural gas for the business at [address].*
3. The salesperson must explain that the call is being recorded, after which the salesperson must add the following: *If you are not comfortable with this call being recorded, please let me know at any time.*
4. The salesperson must ask the consumer if the consumer would like an opportunity to retrieve a copy of the consumer's existing contract and the renewal / extension materials sent to the consumer by the energy retailer before proceeding further with the call.

B. Mandatory Questions and Statements

1. *Am I speaking with the person whose name is on the electricity and natural gas bills for the business at [address]? Y/N*

If the consumer answers no, the salesperson may ask if the account holder is available for the call. If the consumer answers no, the salesperson may ask if the

consumer is authorized by the account holder to renew / extend the contract to buy electricity and natural gas for the business. When referring to the account holder, the salesperson must always refer to “the person whose name is on the electricity and natural gas bills” for the business. If no person that is legally permitted to renew / extend the contract comes to the phone, the salesperson must end the call.

2. The salesperson must confirm the consumer’s full name, and may if desired confirm the consumer’s electricity and gas account numbers.
3. *Before I go on, I first have to record that today’s date is [month, day, year].*
4. *I have some other questions to ask you so that we can confirm that you would like to renew / extend your contract. But before I do that, I have to tell you that you don’t have to renew / extend the contract if you don’t want to. The supply of gas and electricity to the business will not be interrupted. And you won’t have to pay any cancellation fees. Do you have any questions about that?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer’s question, or the consumer indicates that they do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer’s question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 5.

5. *Our records show that [energy retailer name] sent you an offer to renew / extend your contract on [date] by [specify method of delivery]. The offer package should have included a number of documents. I just want to make sure that you did get all of that information. So I am going to ask you some questions about that.*

The salesperson must ask questions (a) through (d) below. If the consumer does not recall receiving any particular document, the salesperson may offer to re-send it. The salesperson may also ask the consumer if there is a convenient time to call again once the material has been sent to the consumer, but otherwise must end the call.

- (a) *Did the package include a renewal / extension form from [energy retailer]? Y/N*
- (b) *Did the package include a copy of the new contract that will apply if you choose to renew / extend the contract? Y/N*
- (c) *Did the package include a disclosure statement that explains basic information about energy contracts and your rights and responsibilities as an energy consumer? Y/N*

- (d) *Did the package include two price comparisons that explain how [energy retailer name's] prices for electricity and natural gas compare to the prices charged by your gas utility and your electricity utility? Y/N*

If only one renewal / extension option was offered on the renewal / extension form, the salesperson should go to question 8. If more than one renewal / extension option was offered on the renewal / extension form, the salesperson must ask questions 6 and 7. If one renewal / extension option was offered on the renewal / extension form for one commodity, but more than one renewal / extension option was offered on the renewal / extension form for the other commodity, the salesperson must ask questions 6 and 7 for the commodity for which multiple options are offered.

6. *The renewal / extension form that you received from [energy retailer name] sets out certain pricing options. Do you have any questions about those options?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson may ask the consumer if there is a convenient time to call again with the answer to the consumer's question but otherwise must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 7.

7. *Which of those options, if any, would you like to select?*

If the consumer indicates that he or she does not want to renew / extend the contract, the salesperson must end the call. If the consumer requests more time to think about it, the salesperson may ask if there is a convenient time to call back, but otherwise must end the call. If the consumer selects one of the options, the salesperson may go on to question 8.

8. *I now need to ask you some questions to make sure you understand what you will be paying for electricity and natural gas under the contract. Before I go on, I need to tell you that there is no guarantee that the new contract will save you any money on your electricity or natural gas.*

9. The salesperson must explain the contract price for electricity and natural gas under the option(s) selected by the consumer. Unless the contract provides for a combined price for both commodities, the salesperson must do this separately for each commodity. The salesperson must then select the applicable version of this question:

- a. For a contract with a combined price for electricity and natural gas: *Do you have any questions about how much you will be paying for electricity and natural gas under the contract?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

- b. For a contract with separate electricity and natural gas prices:

- i. *Do you have any questions about how much you will be paying for electricity under the contract?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question ii.

- ii. *Do you have any questions about how much you will be paying for natural gas under the contract?*

If the consumer has questions, the salesperson may answer them. If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 10.

10. *We've now covered what you will be paying for electricity and natural gas under the contract. I have to explain that the price under the new contract still only covers part of your bill. You will continue to be responsible for paying other charges like delivery charges and taxes. You will also continue to be responsible for paying your share of the Global Adjustment, which you see as a separate line on your electricity bill today. Do you have any questions about the Global Adjustment or the other charges you will still have to pay on top of the contract price?*

If the consumer has questions, the salesperson may answer them. If the consumer's question is about the Global Adjustment, the following explanation must be given:

Most electricity generating companies get a guaranteed price for the electricity that they produce. The Global Adjustment is the difference between that guaranteed price and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The amount of the Global Adjustment can change every month. Although it can be a credit, the Global Adjustment has been a charge almost all the time since 2006. Under the law all electricity consumers have to pay a share of the Global Adjustment. The electricity prices charged by your electricity utility already include an estimate of the Global Adjustment. If you renew / extend the contract, you will continue to pay your share of the Global Adjustment on top of the contract price.

If the salesperson does not answer a consumer's question, or the consumer indicates that they still do not understand something after an explanation has been given, the salesperson must end the call. If the consumer indicates that they do not have any questions, the salesperson may go on to question 11.

11. *Do you agree to renew / extend your contract to buy electricity and natural gas from [energy retailer name] for [X] years at the price we talked about today? Y/N*

If the renewal / extension term is different for each commodity, the salesperson must ask question 11 twice, once for each commodity.

If the consumer indicates they want more time to decide, the salesperson may attempt to schedule another call on a later date, but otherwise must end the call.

If the consumer wishes to proceed with renewal / extension for one commodity but either (a) wants more time to decide about the other commodity or (b) indicates that the consumer does not want to renew / extend for the other commodity, the salesperson may continue the call in respect of the renewal / extension for which consumer is willing to proceed.

12. *If you change your mind about renewing / extending the contract, you have 14 days from today to notify [energy retailer name] that you no longer wish to renew / extend the contract. The supply of gas and electricity to the business will not be interrupted. And you won't have to pay any cancellation fees. Do you have any questions about that?*
13. *You can get information about energy contracts, energy prices and your rights and responsibilities as an energy consumer from the Ontario Energy Board. The Ontario Energy Board is the independent government agency that oversees the electricity and natural gas sectors in Ontario. Would you like the Ontario Energy Board's website address or toll-free number? Y/N*

If the consumer answers yes, the salesperson must provide the OEB's contact details.