

Ontario Energy Marketers Association

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Code of Conduct

If you choose to buy your natural gas [or electricity] from a supplier other than your local utility you should be aware of your rights. This Customer's Code of Conduct has been developed by the Ontario Energy Marketers Association ("OEMA") and governs the conduct of its members. Your gas [or electricity] will continue to be delivered to you by your local utility irrespective of who you may choose to purchase it from.

ONTARIO ENERGY MARKETERS ASSOCIATION ("OEMA") CODE OF CONDUCT

1. APPLICATION AND OBJECTIVES

The following Code of Conduct applies to all dealings between OEMA members and customers (or prospective customers) that have annual consumption of less than 50,000 m³ of natural gas per annum [insert relevant threshold for electricity] . The Code prescribes broad standards, rather than precise rules. This is intended to ensure compliance with the spirit, as well as the literal requirements of the Code. It will also allow for more detailed interpretations/guidelines as the industry and its range of sales practices evolve.

2. SALESPERSON IDENTIFICATION TO CUSTOMERS

When contacting a customer, a salesperson must communicate the purpose for which he/she is soliciting, his or her identity, the marketer he/she is representing, and if requested by the customer, the phone number, and head office address of the marketer. . This must be done in a manner that enables the customer to understand who the salesperson is, who he/she works for and how to contact the marketer.

3. COMPETENCE AND COURTESY

Salespeople shall be trained to provide competent and courteous service. In the event they are unable to respond fully to a customer's inquiries, they must seek such information from their employer and get back to the customer, or suggest that the customer do so directly, before signing any contract.

Salespeople shall not make unsolicited contact with customers between the hours of 9:00 p.m. and 8:00 a.m. A salesperson shall not exert undue pressure on a customer, exploit the customer's lack of experience or

knowledge, play on the customer's fear, or induce or harass a customer to enter into a contract. A salesperson shall provide a full opportunity for the customer to carefully consider the terms of the contract. A salesperson shall not knowingly encourage a customer to breach an existing contractual obligation. In any communication which suggests to a customer that he/she consider terminating an existing contract, the salesperson must fully inform the customer of the consequences of doing so. A salesperson shall respect the consumer's right to refuse further discussion regarding his (her) sales offer or right to refuse the sales offer.

4. CLEAR AND TRUE DISCLOSURE

No sales material shall contain a representation that is false or misleading in a material respect. (This standard applies to the "True and Clear Disclosure" obligation of the Customer's Bill of Rights). All descriptions and representations made in promotional communications shall be in accordance with actual circumstances existing at the time the description or representation is made. Price comparisons shall be relevant, timely, factual and verifiable.

Sales materials shall not discredit any other members or the products or services supplied by that member or take unfair advantage of the trade mark or trade name of another member. Accurate and truthful comparisons are permitted.

All sales materials and contracts should be legible, in clear and plain language and must identify the name, address and phone number for contacting the marketer. Offers and contracts must clearly disclose the term, price, all cancellation provisions, the method of renewal, renewal date, and contact phone number for the marketer.

Any guarantees or warranties offered to the customer shall be clearly described in the contract. Customers must be provided with full information, an opportunity to review and ask any questions about the contract and must have received a copy of the contract.

A salesperson may not make a representation that is false or misleading in a material respect, nor any representations regarding contracts, rights or obligations that are not contained in the contract.

5. ACCESS TO CUSTOMER INFORMATION

Customer information is confidential and can not be released to a third party without the customer's consent, except in the case of the sale or

transfer of the customer's contract or in the case of joint marketing with a third party or outsourcing, and provided that such third party agrees to keep the customer information confidential. Customers shall have access to their own contract and account information.

6. REBATE OR SAVINGS STATEMENT

In the case of buy-sell service, at least annually, or more frequently if stipulated by the contract with a customer, the marketer shall supply the customer with a written statement identifying the amount of rebate earned during the relevant period or the amount of savings generated by the customer during the relevant period.

7. CUSTOMER'S BILL OF RIGHTS

At the first opportunity, potential customers shall be provided with a copy of the OEMA "Customer's Bill of Rights" and encourage them to review it carefully. All members of OEMA and their salespeople are subject to this Code of Conduct, and Members and their salespeople, shall comply with the Customer's Bill of Rights.

8. CONTRACT BREACH

A marketer shall not breach its contract with a customer. For instance, a marketer shall not unilaterally amend the term of the contract or the price for natural gas under the contract without the legal right to do so.

9. COMPLIANCE WITH THE CODE OF CONDUCT AND THE CUSTOMER BILL OF RIGHTS

All Members of OEMA shall comply with the Code of Conduct and the Customer Bill of Rights. Any Member who fails to comply with the Code of Conduct or the Customer Bill of Rights shall be subject to OEMA's then current disciplinary process.

ADDENDUM TO THE OEMA CODE FOR AGENT, BILLING, COLLECTION AND TRANSPORTATION SERVICE ("ABC-T SERVICE")

1. COOLING-OFF PERIOD

Any new subscriber for ABC-T service has the right to cancel his (her) contract within thirty days of receiving the first bill from the utility confirming subscription for ABC-T service.

2. CONVERSION OF BUY-SELL CUSTOMERS TO ABC-T SERVICE

A current buy-sell customer may only be converted to ABC-T service from a buy-sell arrangement by written confirmation in the manner stipulated by the Ontario Energy Board ("OEB") from time to time.

3. TERM OF PRICING ARRANGEMENTS AND AGENCY APPOINTMENTS

For ABC-T service, the term of the agency appointment shall not extend beyond the term of the ABC-T customer contract which stipulates the pricing arrangements for natural gas supplied under ABC-T service. This section is subject to the OEMA approved terms and conditions from time to time on Customer mobility.

4. DISCLOSURE RELATING TO ABC-T SERVICE

All offers for ABC-T service shall include the following term: "The price of gas under this service is not regulated by the Ontario Energy Board."

If there is the possibility of that the ABC-T service customer's purchase price for natural gas over the term of his (her) agreement may be higher or lower than the price of natural gas charged by the utility, the customer should be advised of that possibility. For instance, if the ABC-T contract sets out a fixed price over its term, the customer should be advised that over the term of the agreement the price for natural gas may be higher or lower than the price charged for natural gas by the utility.

5. RENEWALS

In the case of an ABC-T contract that renews automatically unless notice is given, a customer shall be given written notice at least 30 days prior to the date that termination notice must be given under the contract. The notice shall advise the customer of the price of natural gas for the renewal term and that the contract will renew automatically at the new price unless termination notice is given. A customer's ABC-T contract may only be renewed for a term equivalent to the initial term of the contract, unless the customer agrees in writing that the contract will renew for a longer or a shorter period.

6. INFORMATION REGARDING ABC-T SERVICE SUPPLIED BY THE UTILITY

Upon request, the Utility will provide customers with a list of marketers, (including their telephone numbers), who are currently offering ABC-T service in the Utility's franchise area or who have given notice to the Utility that they wish to offer ABC-T service.

7. BILLING CUSTOMERS WHO SUBSCRIBE FOR ABC-T SERVICE

Commencing with the first bill under ABC-T service, each bill sent to the customer shall clearly show that the customer has subscribed for ABC-T service and the name and telephone number of the customer's ABC-T service provider.

CODE OF CONDUCT FOR SALES OF NATURAL GAS GREATER THAN 50,000m³

All the terms of the Code of Conduct except for the ABC-T service addendum and section 7, (Customer's Bill of Rights) shall apply to Members of OEMA for sales to customers or prospective customers, that have an annual consumption of more than 50,000m³ per annum of natural gas[insert relevant threshold for electricity].