

<b>Policy 5.04 – OPENING AND CLOSING OF ACCOUNTS POLICY</b>	<b>Version 7.0</b>
	<i>Created: August 2019 Latest Revision: August 2019</i>

**5.04.01 PURPOSE:**

This policy describes the terms and conditions distributors will use for opening and closing customer accounts while complying with the applicable legislation and codes.

**5.04.02 POLICY STATEMENT:**

A distributor will comply with the opening and closing of account requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

**5.04.03 DISCLAIMER:**

Nothing in this policy is intended to void or cancel any existing binding agreements for service or any pre-existing agreements between landlords and distributors.

**5.04.04 OPENING OF ACCOUNTS:**

A distributor will require a customer to enter into a Connection Agreement with the distributor if the distributor believes that the customer has characteristics that require an explicit document to describe the relationship between the distributor and the customer (*Ref: DSC 6.1.3*). InnPower requires that an account application complete with the required documentation (ie. identification, business articles, etc...) be returned to our office to finalize the opening of a new account. The applicant must be over the age of eighteen (18) to enter into an agreement with InnPower.

**5.04.05 THIRD-PARTY REQUIREMENTS:**

Where a distributor opens an account for a property in the name of a person at the request of a third party, the distributor shall within 15 days of the opening of the account send a letter to the person advising of the opening of the account and requesting that the person confirm that he or she agrees to be the named customer. If the distributor does not receive confirmation from the intended customer, within 15 days of the date of the letter, the distributor shall advise the third party that the account will not be set up as requested (*Ref: DSC 2.8.1*).

The distributor is not required to send a letter advising of the opening of the account where the request to open the account is made in writing by the person's solicitor or person in possession of a valid Power of Attorney for the person (*Ref: DSC 2.8.1.1*).

Despite any other provision of this policy, with the exception of the parties mentioned in the paragraph above, where a distributor has opened an account for a property in the name of a person at the request of a third party, the distributor shall not seek to recover from that person any charges for service provided to the property unless the person has agreed to be the customer of the distributor in relation to the property (*Ref: DSC 8.2.2*).

For the purposes of this section, the requirement for an agreement in writing includes agreements in electronic form in accordance with the Electronic Commerce Act, 2000 (*Ref: DSC 2.8.4*).

For the purposes of this section, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for 24 months thereafter (*Ref: DSC 2.8.4A*).

Nothing in this section is intended to void or cancel any binding agreements for service existing as of the effective date of these amendments or any pre-existing agreements between landlords and distributors (*Ref: DSC 2.8.5*).

#### **5.04.06 INITIAL CONNECTION:**

A connection for a new service request for a low voltage (<750 volts) service must be completed within 5 business days from the day on which all applicable service conditions are satisfied, or at such later date as agreed to by the customer and distributor (*Ref: DSC 7.2.1*).

A connection for a new service request for a high voltage (>750 volts) service must be completed within 10 business days from the day on which all applicable service conditions are satisfied, or at such later date as agreed to by the customer and distributor (*Ref: DSC 7.2.2*).

In establishing its connection policy as specified in its Conditions of Service, and determining how to comply with its obligations under section 28 of the Electricity Act, a distributor may consider the following reasons to refuse to connect, or continue to connect, a customer:

- a) contravention of the laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code
- b) violation of conditions in a distributor's license
- c) materially adverse effect on the reliability or safety of the distribution system
- d) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system
- e) a material decrease in the efficiency of the distributor's distribution system;

- f) a materially adverse effect on the quality of distribution services received by an existing connection
- g) if the person requesting the connection owes the distributor money for distribution services, or for non-payment of a security deposit. The distributor shall give the person a reasonable opportunity to provide the arrears (*Ref: DSC 3.1.1*)

The Distributor has the right to request an inspection prior to any connection. All customer electrical installations shall be inspected and approved by the Electrical Safety Authority, referred to herein as the ESA. The Distributor requires notification from the ESA of this approval prior to the connection of a customer's service. Services that have been disconnected for a period of six months or longer shall also be inspected and approved by the ESA prior to reconnection.

A distributor shall ensure that all electrical connections to its system meet the distributor's design requirements, unless the electrical connections are separated by a protection device that has been approved by the distributor. If an electrical connection does not meet the distributor's design requirements, a distributor may refuse connection (*Ref: DSC 3.1.2*).

If a distributor refuses to connect a customer, the distributor shall inform the person requesting the connection of the reason(s) for not connecting and, where the distributor is able to provide a remedy, make an offer to connect. If the distributor is unable to provide a remedy to resolve the issue, it is the responsibility of the customer to do so before a connection may be made (*Ref: DSC 3.1.3*).

#### **5.04.07 CLOSING OF ACCOUNTS:**

Where a distributor receives a request to close or transfer an account in relation to a rental unit in a residential complex as defined in the Residential Tenancies Act, 2006 or another residential property, the distributor shall not seek to recover any charges for service provided to that rental unit or residential property after closure of the account from any person, including the landlord for the residential complex or a new owner of the residential property, unless the person has agreed to assume responsibility for those charges (*Ref: DSC 2.8.3*).

A distributor may enter into a Continuous Service Agreement with a landlord whereby the landlord agrees to assume responsibility for paying for continued service to the rental property after closure of a tenant's account (*Ref: DSC 2.8.3A*).

For the purposes of the paragraph above, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for the length of the agreement, plus an additional 6 months (*Ref: DSC 2.8.4B*).

Nothing in this section is intended to void or cancel any binding agreements for service existing as of the effective date of these amendments or any pre-existing agreements between landlords and distributors (*Ref: DSC 2.8.5*).

#### **5.04.08 FINAL DISCONNECTION:**

Upon closing of the account and providing an alternative party does not agree to assume responsibility, the distributor will disconnect the service to the property. Reconnection of services will be subject to conditions outlined in the distributor's Disconnection/Reconnection policy. InnPower may refuse to connect the service if there is an unpaid balance for distribution services. (D.S.C.3.1.1 (g) and InnPower Conditions of Service 2.1.3).

For the purposes of a Continuous Service Agreement, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for the length of the agreement, plus an additional 6 months (*Ref: DSC 2.8.4B*).

#### **5.04.09 RESPONSIBILITIES:**

The management of the company is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.