STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY
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DOCKET NO. 14-07-20RE01 PURA DEVELOPMENT AND IMPLEMENTATION OF MARKETING STANDARDS AND SALES PRACTICES BY ELECTRIC SUPPLIERS – REVISED STANDARDS

May 6, 2020

By the following Commissioners:

Marissa P. Gillett
Michael A. Caron
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DECISION

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DECISION

I. INTRODUCTION

A. SUMMARY

In this Decision, the Public Utilities Regulatory Authority develops and implements standards relating to abusive switching practices, solicitations and renewals by electric suppliers, the hiring and training of sales representatives, and door-to-door sales and telemarketing practices by electric suppliers, pursuant to Conn. Gen. Stat. § 16-245o(l)(2).

B. BACKGROUND OF THE PROCEEDING

Conn. Gen. Stat. § 16-245o(l)(2) required the Authority to open a docket prior to July 1, 2014 to initiate a contested proceeding to develop and implement standards for electric suppliers relating to abusive switching practices, solicitations and renewals by electric suppliers, the hiring and training of sales representatives, door-to-door sales and telemarketing practices by suppliers. The statute also required the Authority to examine a disclosure statement for all suppliers to use on their promotional materials aimed at residential customers eligible for standard service that directs customers to where they can find the highest and lowest electric generation service rate charged by such supplier as part of a variable rate offer in each of the preceding 12 months.

On February 4, 2015, the Authority issued the decision required by Conn. Gen. Stat. § 16-245o(l)(2). On March 19, 2015, electric suppliers and the Office of Consumer Counsel (OCC) petitioned the Authority to reopen the docket and implement a revised version of the standards promulgated in the February 4, 2015 Decision. The Authority reopened the docket on March 27, 2015 and initiated the instant proceeding.

On April 13, 2015, several electric suppliers filed a joint motion seeking a stay of the February 4, 2015 Decision pending the instant proceeding. The Authority granted the motion and stayed implementation of the marketing standards until a final decision is issued in the instant proceeding.

C. CONDUCT OF THE PROCEEDING

All suppliers currently licensed in Connecticut are parties to this Docket (Supplier Parties). The Authority issued Notices of Written Comments on April 8, 2015, October 28, 2016, February 21, 2107, and June 7, 2017. The June 7, 2017 Notice contained proposed revisions to the marketing standards.

The Authority held technical meetings on November 3, 2015 and March 13, 2017. The Authority held a hearing on July 24, 2017, and a late-filed exhibits hearing on September 28, 2017.

The Authority issued a proposed final Decision in this matter on January 6, 2020. Parties submitted Written Exceptions. The Authority then held a hearing on March 16, 2020 to allow all parties an opportunity to offer evidence regarding any evidence and analysis the Authority relied on in establishing the marketing standards set forth in the Proposed Final Decision.

The Authority issued a second proposed final Decision in this matter on April 9, 2020. All parties were provided the opportunity to submit Written Exceptions and to present Oral Arguments on the second proposed final Decision.

D. PARTIES AND INTERVENORS OR PARTICIPANTS

The Authority recognized the entities cited in Exhibit A as parties to the proceeding.

II. AUTHORITY ANALYSIS

Due to legislative mandates codified as Conn. Gen. Stat. § 16-245o(l)(2), the Authority was required to initiate a contested proceeding to develop and implement electric supplier standards relating to abusive switching practices, solicitations and renewals, the hiring and training of sales representatives, and door-to-door sales and telemarketing practices. The statute directed the Authority to issue its final Decision no later than six months after the docket initiation. As a result, PURA established Docket No. 14-07-20, PURA Development and Implementation of Marketing Standards and Sales Practices, and issued a final Decision on February 4, 2015.

Though the Authority developed a substantial record in Docket No. 14-07-20, the compressed statutory deadline did not allow for a comprehensive study of the issues. By Motion dated March 19, 2015, several electric suppliers and the OCC[1] jointly petitioned PURA to reopen Docket No. 14-07-20 to approve and implement a further revised version of the Marketing Standards. The Authority denied the Motion to approve and implement the revised Marketing Standards as submitted, and on March 27, 2015 the Authority reopened the proceeding to consider how the Electric Supplier Standards should be updated, improved, or streamlined. The instant proceeding was designated as Docket No. 14-07-20RE01, PURA Development and Implementation of marketing Standards and Sales Practices by Electric Suppliers – Revised Standards.

In the instant proceeding, the Authority has conducted a thorough review of supplier marketing practices. Over the course of two years, the Authority held multiple technical meetings and hearings, received three sets of written comments from the parties, including one set specifically addressing the Authority's revised Connecticut Electric Supplier Marketing Standards,[2] as well as pre-filed testimony, briefs, and reply briefs.

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[1] OCC and the following parties formed a Working Group and proposed the revised Marketing Standards submitted as an attachment to the March 19, 2015 Motion. Choice Energy, LLC; Direct Energy Services, LLC; Liberty Power Holdings, LLC; North American Power and Gas, LLC; Starion Energy, Inc.; Town Square Energy, LLC; and Verde Energy USA, Inc.

[2] The Supplier Group attempts to argue that the Authority cannot base any part of its decision on written comments. This argument is confusing. If written comments could not factor into the Authority's

Between the time this docket was first opened in July of 2014 and the present day, the Authority has amassed a wealth of experience, knowledge, and expertise concerning supplier marketing practices, as the result of numerous Authority proceedings examining and adjudicating complaints regarding certain supplier marketing practices.[3] Pursuant to Conn. Gen. Stat. § 4-178,[4] the Authority used this experience, knowledge, and expertise gained from these proceedings in evaluating the evidence on the record in this docket and in drafting the Connecticut Electric Supplier Marketing Standards attached hereto as Exhibit B, which the Authority finds to be a more relevant and potentially more effective set of marketing standards than previously contemplated ones during earlier stages of this proceeding.

In Written Exceptions to the Draft Decision released on January 6, 2020, the Supplier Parties objected to the Authority relying on its knowledge, experience and expertise without giving the Supplier Parties an opportunity to offer evidence in opposition to the January 6, 2020 Draft Decision marketing standards or to present alternatives to those standards. The Supplier Parties claimed that they were not given notice and an opportunity to be heard as required by the Uniform Administrative Procedures Act.[5]

While the Authority appreciates the Supplier Parties' request for additional procedural due process, the Authority finds that the marketing standards contained in the January 6, 2020 Draft Decision were specifically-tailored to address many illegal marketing practices that all of the Supplier Parties previously knew were prohibited by statute.[6] Moreover, the Authority finds that all Supplier Parties had actual or constructive

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decision, there would be no purpose in presenting the straw proposal and seeking written comments. The hearings and technical meetings held in the current docket were held to explore what was stated in the written exceptions, which were one of the means by which the stakeholders reviewed and responded to the proposals. Brief of Supplier Group, p. 41. Furthermore, as Eversource indicates in its reply brief, the Supplier Group did not object to any written comment when it was filed and cannot be heard to object now. Reply Brief of the Connecticut Light and Power Company d/b/a Eversource Energy, p. 4.

3 *See e.g.*, Docket No. 06-12-07RE07, Decision dated July 31, 2019; Docket No. 13-07-17, Decision dated May 1, 2019; Docket No. 10-06-18, Decision dated July 17. 2019.

4 Conn. Gen. Stat. § 4-178 states, "In contested cases … (8) the agency's experience, technical competence, and specialized knowledge may be used in the evaluation of the evidence."

5 Conn. Gen. Stat. § 4-177c states that in contested cases parties shall be afforded the opportunity "at a hearing, to respond, to cross-examine other parties, intervenors, and witnesses, and to present evidence and argument on all issues involved." Conn. Gen. Stat. § 4-178 states that in contested cases, "[P]arties … may conduct cross-examination required for a full and true disclosure of the facts."

6 *See* Conn. Gen. Stat. § 16-245o(f)(2) (requiring suppliers to maintain contracts for at least two years from the date of expiration, to provide customers with a contract that contains all material terms and instructions on comparing the supplier rate to the standard service rate, and shall provide customers with a demand of 500 kw or less a three-day rescission period); Conn. Gen. Stat. § 16-245o(g)(1) (requiring suppliers to provide residential customers with a 30 to 60-day written notice regarding renewal terms); Conn. Gen. Stat. § 16-245o(g)(3) (requiring suppliers to notify residential customers of any rate increase of twenty-five percent); Conn. Gen. Stat. § 16-245o(g)(4) (banning new variable rate contracts for residential customers); Conn. Gen. Stat. § 16-245o(h)(1) (requiring suppliers to be responsible for the acts and direct training of their agents); Conn. Gen. Stat. § 16-245o(h)(2) (placing constraints on supplier telemarketing and door-to-door marketing, including requiring a supplier to state it does not represent the EDC, the purpose of the solicitation, and all rates and fees); Conn. Gen. Stat. § 16-245o(h)(3) (prohibiting suppliers from leading a customer to believe the generation service price is the full price and from implying a customer must choose a supplier; requiring a supplier to disclose the EDC

knowledge that much of the marketing conduct addressed by the marketing standards identified in the January 6, 2020 Draft Decision were the subject of several specific Authority enforcement action proceedings between the inception of this docket in 2014 and January 6, 2020, in which the Authority fined different Supplier Parties for marketing violations. The Authority, therefore, finds that the marketing standards contained in the January 6, 2020 Draft Decision and the Marketing Standards approved in this Decision do not present any new legal concepts or principles for which any of the Supplier Parties may credibly claim they were not aware of or surprised to see included in approved Marketing Standards.[7]

To address the Supplier Parties' specific procedural objections, the Authority decided to treat the marketing standards released in the January 6, 2020 Draft Decision as a straw proposal and conduct an additional evidentiary hearing on March 16, 2020. All parties, including the Supplier Parties, were afforded an opportunity to present new or additional evidence in the form of testimony, comments, and evidence in opposition to, or to propose alternatives to, the straw proposal marketing standards contained in the January 6, 2020 Draft Decision. The sole item of additional evidence presented by Supplier Parties during the hearing was pre-filed testimony submitted by Daniel Allegretti on March 3, 2020. Mr. Allegretti's March 3 pre-filed testimony repeated much of the testimony he previously had submitted in this docket and did not offer the Authority any new evidence to consider. The March 16 hearing lasted ten minutes, with only Mr. Allegretti presenting a summary of his March 3 pre-filed testimony. The Supplier Parties did not ask Mr. Allegretti any questions or attempt to present any further evidence. The Authority finds that the Suppliers Parties did not present evidence at this hearing sufficient to convince the Authority that the marketing standards contained in the January 6, 2020 Draft Decision will not be effective, that there are better alternatives, or that the standards are not permitted or required by statute.

Throughout its brief and reply brief, the Supplier Group[8] repeatedly asserts that the current statutes include numerous marketing standards and that more are unnecessary. *See, e.g.*, Brief of Supplier Group, p. 12-13. The Authority disagrees, and more importantly, so does the General Assembly as evidenced by its specific instructions to the Authority to develop further marketing standards as codified in Conn. Gen. Stat. § 16-245o(l)(2). Further, the Authority would not have had to issue almost $4 million in penalties in 2018 alone, were the current standards contained solely within the statutes sufficient.

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charges when marketing); Conn. Gen. Stat. § 16-245o(h)(4) (prohibiting deceptive acts or practices in marketing); Conn. Gen. Stat. § 16-245o(h)(7) (prohibiting early termination fees in excess of $50); Conn. Gen. Stat. § 16-245o(h)(8) (prohibiting suppliers from making material changes to contracts without notifying the customer and requiring renewal notices 30 to 60 days prior to renewal with instructions on cancelling the contract); Conn. Gen. Stat. § 16-245o(h)(10) (requiring suppliers to standards and qualifications for agents).

7 *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019; Docket No. 13-07-17, Decision dated May 1, 2019; Docket No. 10-06-18, Decision dated July 17. 2019.

8 The Supplier Group is self-named and consists of Choice Energy, LLC, Direct Energy Services, LLC, North American Power and Gas, LLC, Retail Energy Supply Association ("RESA"), Starion Energy, Inc., and Town Square Energy, LLC. The Supplier Group filed a joint brief and reply brief representing all members of the Group.

The Authority has studied all of the comments and arguments made in briefs and reply briefs and addresses them either in the Marketing Standards or in this Decision. The Authority disagrees with the Supplier Group's assertion that "the Supplier/OCC Revised Standards accomplish all of the goals of Conn. Gen. Stat. § 16-245o(l)(2)." Brief of the Supplier Group, p. 5. As the OCC, Eversource, and the Attorney General indicated in their briefs, and as experience clearly has proven, the original Supplier/OCC Revised Standards did not offer sufficient customer protections. *See* Brief of OCC, p. 3, 24; Brief of Eversource, p. 1, 4; Brief of the Attorney General, p. 4. Where the original Supplier/OCC Revised Standards lacked, the Authority has reinforced them.

A. SELF-REPORTING

The Authority has found in its investigations that suppliers need to better monitor their marketing and act sooner to prevent systemic violations. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, pp. 19-20, 25-26; Docket No. 13-07-17, Decision dated May 1, 2019, pp. 12-13, 20; Docket No. 10-06-18, Decision dated July 17. 2019, pp. 12-13. To achieve that goal, the Marketing Standards require suppliers to monitor and self-report marketing violations.

The Authority disagrees with the Supplier Group's assertion that the Authority does not have a legal basis for imposing mandatory self-reporting. Brief of the Supplier Group, p. 6. Conn. Gen. Stat. § 16-245o(l)(2) mandates that the Authority "develop and implement standards for electric suppliers relating to abusive switching practices, solicitations and renewals by electric suppliers, the hiring and training of sales representatives, door-to-door sales and telemarketing practices by suppliers." Requiring suppliers to report problems with all of the issues mentioned above is a natural extension of setting standards to prevent these issues from occurring and ensuring they are addressed when they do occur. Furthermore, Conn. Gen. Stat. § 16-245p allows the Authority to require suppliers to disclose to customers "such information as the authority considers relevant." The Authority considers a supplier's monitoring of its own conduct relevant information to be used in a customer's assessment of which supplier to choose.

The Supplier Group complains that reporting deceptive conduct is impossible because the term is undefined. The Authority has addressed the Supplier Group's concern by changing the phrase to "deceptive trade practice." Both Conn. Gen. Stat. §§ 16-245o(j) and 42-110b prohibit a supplier from engaging in deceptive trade practices; therefore, suppliers must be familiar with the definition of this term.[9]

The Supplier Group incorrectly argues that imposing mandatory self-reporting on suppliers "would represent a significant departure from how the Authority treats all other entities subject to its jurisdiction." Brief of the Supplier Group, p. 7. No other utilities

[9] The Authority notes that Conn. Gen. Stat. § 16-245o(h)(4) states a supplier is prohibited from engaging "in any deceptive acts or practices in the marketing, sale or solicitation of electric generation services," and Conn. Gen. Stat. § 16-245o(j) uses the phrases "deceptive trade practice" and "deceptive marketing practice." While the Authority has used the phrase "deceptive trade practice" throughout this Decision and the Marketing Standards, the Authority notes the legislature uses the phrases interchangeably and does not differentiate between deceptive acts and practices. By using only one term herein the Authority does not imply any distinction not contained within the statutes.

market in the same manner as suppliers, therefore there can be no direct analogy; however, requiring suppliers to voluntarily report marketing violations is not a significant departure from the requirement imposed on electric, gas, telecom, and water utilities to self-report accidents. In fact, these utilities have to file both a five-day report and supplemental reports. In the Marketing Standards, the Authority requires suppliers to file a report within ten days of the violation, and then requires a follow-up report only if the ten-day report is incomplete.

The Supplier Group argues that self-reporting is unnecessary due to the decrease in complaints against suppliers over the past year. *See* Tr. dated March 16, 2020, p. 11 ("And frankly, I think, given the drop in the complaints many of us in the industry feel like we've earned a chance here."). The Authority disagrees. The Authority's monitoring of supplier marketing has been forced to increase substantially over the past several years due to repeated supplier marketing violations. The decrease in complaints is most likely due to the Authority's increased efforts to investigate supplier marketing practices, initiate enforcement actions, and penalize suppliers found violating the law. Self-reporting will lessen the Authority's monitoring burden and allow it to focus its resources more efficiently. Further, a decrease in the number of complaints bears no evidence on the severity of the transgressions documented in the complaints that continue to be lodged.

Finally, the Authority is troubled by the Supplier Group's argument, "Rather than face potential sanctions resulting from the reporting of deceptive conduct to the Authority, suppliers may choose to refrain from engaging in the exact oversight and quality control that would lead to the discovery of such conduct in the first instance." *Id*. at p. 8; Supplier Group Pre-filed Testimony dated June 20, 2017, p. 13-14. The Authority highly discourages the Supplier Group from pursuing such an unwise, unethical, and illegal course of action. Suppliers currently are required to have mechanisms in place for ongoing monitoring of their marketing, whether conducted in-house or by third-party vendors. *See* Conn. Gen. Stat. § 16-245o(h)(10).[10] The Authority assumes that suppliers currently are quickly addressing any violations they find as a result of this monitoring. Requiring suppliers to report these findings and remedies to the Authority places minimal burden on a supplier. As the OCC notes, the Authority maintains discretion as to whether or not to open an investigation against a supplier, and can consider honest and transparent self-reporting when determining the appropriate sanction for any violations. Brief of OCC, p. 9. Suppliers can be certain the Authority will exercise those discretions and most probably impose larger sanctions and fines against a supplier that purposefully buries its head in the sand to avoid self-reporting and most probably may forego sanctions and fines or may impose smaller sanctions and fines when suppliers make reasonable, good faith efforts to comply with their obligations to timely remedy and self-report any violations.

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[10] The Supplier Group argued that Conn. Gen. Stat. § 16-245o(h)(10) requires suppliers only to "develop and implement standards … for third-party agents," but the statute does not require a supplier to actually monitor their third-party agents. Reply Brief of Supplier Group, p. 5. The argument that a supplier could implement its own marketing standards but not monitor them is baseless, unsupported by the law and the Authority's decisions, and represents the very method of doing business without regard to customer protection these Marketing Standards are meant to remedy.

As noted in the Attorney General's first set of Written Exceptions, it would be most beneficial to the public if this self-reporting could be easily monitored in one location; however, for proper license monitoring the Authority needs the self-monitoring also to be associated with a supplier's underlying licensing docket. Therefore, the Authority will require all self-reporting to be filed in both the current docket and in a supplier's licensing docket.

B. RECORDING OF SALES

The Authority has found in its investigations and in addressing customer complaints that it is necessary to listen to the recording of the sales transaction to determine if marketing violations have occurred. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, Exhibit A; Docket No. 13-07-17, Decision dated May 1, 2019, Exhibit A. To that end, the Marketing Standards require suppliers to record all sales transactions and to maintain them for a three-year period.

The Supplier Group once again argues that requiring suppliers to record marketing "would represent a significant departure from how the Authority treats other entities subject to its jurisdiction." Brief of Supplier Group, p. 11. Once again, the Authority notes that other utilities do not market the way suppliers do; therefore the Supplier Group's argument is without merit because comparisons to other utilities are not valid.

The Supplier Group argued over the course of multiple pages in its brief that the proposed standards regarding recording lacked clarity and legal consistency. *Id*. at p. 11-12. The Authority remedied all issues noted by editing only a few phrases.[11] Furthermore, the Authority finds the Supplier Group's argument regarding customer privacy without merit. As the Marketing Standards make clear, all recordings would be audio, not video. Suppliers already record telesales marketing calls without any impact on customer privacy. In fact, most calls do not *request* if the call can be recorded, but instead *state* that the call is being recorded. The Authority does not find a meaningful difference between audio recording telesales calls and audio recording door-to-door marketing. In the Authority's experience, both should be monitored because both equally are likely to experience marketing violations.

The Authority recognizes there is cost associated both with the recording and the retention of the recordings, but finds the benefits of having these recordings outweigh the associated costs. Moreover, the technology to make and the ability to store digital recordings is becoming less expensive as computer technology progresses, so much so that suppliers have become accustomed to recording and storing sales calls.

C. ASSIGNMENT OF CUSTOMERS

The Authority has experienced suppliers assigning large portions, up to their entire book, of customers to another supplier, giving the Authority minimal advance notice of the

[11] For example, the Supplier Group argued that the requirement to record all transactions would require them to record written transactions, and that the standards required a TPV for all transactions. The Authority remedied this by stating that all telesales and door-to-door marketing must be recorded and allowed for all statutory methods of verification.

assignment. *See, e.g.,* Docket No. 10-06-18, Correspondence dated August 31, 2019; Docket No. 12-09-09, Correspondence dated August 31, 2019. To avoid assignments that could negatively impact customers and state public policy goals, the Marketing Standards require sufficient notice to and a timely response by the Authority.

In revising assignment standards, the Authority has attempted to balance the concerns of both the Supplier Group and the OCC. The Authority requires notification of assignments or transfers sixty (60) calendar days prior to the assignment, and the Authority will respond to said notification within fifteen business days of receipt. The Authority maintained its right to assess whether or not a cancellation fee may be charged. While the Authority understands that many supplier contracts contain an assignment provision, the Authority also understands that such assignments are not as simple from the customer's perspective as the Supplier Group represents. A customer may have contracted with a given supplier for a specific renewable energy content, which, if not part of the assignment, would be contrary to the customer's intent when entering the contract. Alternatively, a customer understandably may not wish to be assigned to a supplier with a history of marketing violations and recent penalties, and should not have to pay to ensure they are not forced into such a contract. The Authority notes for years it has instructed suppliers assigning contracts that they cannot charge a cancellation fee to any customer choosing not to contract with the new supplier and no supplier has objected to date. *See, e.g.*, Docket Nos. 16-06-10, Application of National Gas & Electric, LLC for a Connecticut Supplier License and 09-06-08 Application of Verde Energy USA, Inc. f/k/a Verde Energy Savings, Inc. for an Electric Supplier License, Letter re Assignment of Customers dated March 29, 2018.

In their Written Exceptions, suppliers advocated for providing notice of assignment to the Authority only forty-five days in advance. When circumstances allow, the Authority instructs suppliers to notify customers thirty calendar days prior to the assignment, thus giving the customer sufficient time to act upon the notice. Submitting a notice of assignment to the Authority only forty-five days in advance would not allow sufficient time for the Authority to conduct its review and the customer to receiving meaningful notice. The Authority believes if suppliers notify the Authority of customer assignments sixty calendar days in advance then sufficient time remains for Authority review and customer notification.

D. DIRECT TRAINING OF AGENTS

The Authority has found in its investigations that suppliers are not directly training their third-party agents pursuant to statutory requirements. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, pp. 19-20; Docket No. 13-07-17, Decision dated May 1, 2019, pp. 12-13; Docket No. 10-06-18RE02, Decision dated July 17. 2019, pp. 12-13. To clarify the requirements of Conn. Gen. Stat. § 16-245o(h)(1), the Marketing Standards set forth specific requirements regarding directly training third-party agents.

Conn. Gen. Stat. § 16-245o(h)(1) states that no agent may market for a supplier unless "the third party agent has received an appropriate training directly from such electric supplier." As the Authority has found in its decisions, the statute could not be clearer – direct means direct, and suppliers cannot attempt to muddy its definition with

meritless arguments. *See, e.g.*, Docket No. 13-07-17, Decision dated May 1, 2019, p. 12; Docket No. 06-12-07RE07, Decision dated July 31, 2019, p. 19.

"Directly from an electric supplier" means an employee of the electric supplier must train the electric supplier's third-party agents and such training must allow for the trainee to engage in discussion with and/or ask questions of the trainer. It does not mean, as suppliers have argued, that someone working for the third-party agent may train their own marketers using the supplier's training material. Third-party agents already are one step removed from the supplier. Removing their training another step does not ensure the third-party agents are sufficiently aware of Connecticut Marketing Standards and applicable laws.

Suppliers argued that many suppliers are under one corporate umbrella and training currently is conducted by parent or affiliated companies. To the extent a supplier's parent or affiliate is well-versed in a supplier's specific training materials and qualified to conduct training on behalf of the subsidiary or affiliate, then training conducted by the employee of a parent or affiliated company is permissible. Such training must meet all of the other standards noted herein.

As noted in the Marketing Standards, training must allow for questions from the trainee. Virtual training that is conducted live and allows for face-to-face interaction via a video feed between the trainer and trainees, such as a virtual meeting, would be acceptable, provided that the virtual training is recorded and that the recording is retained for no less than three (3) years.

E. THIRD-PARTY VERIFICATIONS

The Authority has found in its investigations that marketing agents remain either on the telephone call or present with the customer during third-party verifications (TPVs), which undermines the purpose of an independent TPV. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, pp. 16-19; Docket No. 13-07-17, p. 11, Decision dated May 1, 2019. Furthermore, the Authority has found that the information contained within the current TPVs does not ensure the customer is aware of the transaction that results from the marketing call. *Id*. To prevent these problems, the Marketing Standards require that, before a TPV procedure begins, the marketing agent depart the call or premises, and that a proper TPV must collect the customer's name and account number, the supplier's name, term, price, and rescission rights.

The Authority recognized the Supplier Group's point that not all TPVs have a live third-party verifier, and altered the requirement regarding date and time of the call to require that the TPV must indicate the date and time, not that the TPV agent must state the date and time. The Authority retained the requirement that the marketing agent depart the call or premises prior to the TPV. While the Authority understands the arguments against such a requirement, the Authority's experience is that a marketing agent is unnecessary during a TPV if the marketing agent has sufficiently conveyed information to the customer during the previous interaction and the customer sufficiently understands the transaction. The converse is also true: a marketing agent only becomes necessary during a TPV when the customer does not understand the transaction and has a question.

As the Authority has repeatedly stated in its decisions, a customer that does not understand the transaction should not be engaging in a TPV that results in a contract. *See Id*.

The Authority finds that it ensures a proper transaction if the TPV states the supplier's name, term, price, and rescission rights. Furthermore, requiring the customer to provide her name and account number attempts to ensure it is the customer, and not someone posing as the customer, completing the TPV.

F. STANDARD SERVICE PRICE

The Authority has found in its investigations that supplier marketing frequently misstates or mischaracterizes standard service. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, pp. 13-15; Docket No. 13-07-17, pp 3-4, Decision dated May 1, 2019. To prevent this from occurring in future marketing, the Marketing Standards require a supplier to be aware of the current and pending standard service prices and to include such prices at points of the marketing prior to the TPV.

The Authority finds it reasonable for suppliers to both monitor and be aware of changes in the standard service price and reflect those changes in the supplier's marketing. As Eversource states in its brief, "Requiring the designated regulatory contacts of retail suppliers to monitor their email accounts twice annually – 45 days before January 1st and July 1st – to learn when new Standard Service rates are published does not appear to be unduly burdensome or costly." Brief of the Connecticut Light and Power Company d/b/a Eversource Energy, p. 2.

The Supplier Group attempts to confuse the issue to no avail when it argues that it does not know when standard service rates are released. The Authority posts the standard service rates in the applicable docket,[12] which suppliers can easily follow if they sign up for email notifications in these dockets.[13] E-mail notifications are issued as soon as anything is posted in the docket.

G. MARKETING PRACTICES

In its investigations, the Authority has found a pattern of marketing violations commonly committed by suppliers. *See* Docket No. 06-12-07RE07, Decision dated July 31, 2019, pp. 25-26; Docket No. 13-07-17, Decision dated May 1, 2019, pp. 2-17. To prevent these violations, the Marketing Standards set forth specific requirements and prohibitions in both telesales and door-to-door marketing that include: material that must be stated immediately, such as the supplier's name, the purpose of the marketing, and that the supplier is not affiliated with the EDC; material that must be stated prior to the TPV, such as the supplier's phone number, the current standard service rate, and that the marketing results in a contract that the customer may rescind according to statute; material that is prohibited, such as representing that the supplier or its offer is affiliated

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12 Standard service rates are set twice annually in recurring dockets Year-01-01 for Eversource and Year-01-02 for UI.

13 Any person may sign up for email notifications of issuances in Authority dockets via the Authority's website at http://www.dpuc.state.ct.us/DPUCPublicList.NSF/

with any state or utility program, or that any state program encourages or requires Connecticut electric customers to obtain an Electric Supplier, or that the local electric utility encourages or requires Connecticut electric customers to obtain an Electric Supplier, or that the standard service rate is a variable rate; and prohibiting suppliers from requesting a residential customer obtain an bill prior to the TPV.

The Authority has incorporated OCC and Eversource recommendations into the door-to-door and telesales marketing practices. Based on the Authority's experience, the Authority recognizes the importance of ensuring suppliers clearly indicate they are not affiliated with an electric distribution company or state program. Furthermore, the Authority has found that suppliers have no legitimate reason to obtain a residential customer's account number or request that a customer retrieve her bill prior to the customer assenting to contract with the supplier, which would be at the point of the TPV,[14] and that the supplier must state the current standard service rate and ensure that prior to the TPV that the customer understands it.

H. SUMMARY OF MARKETING STANDARDS

The Supplier Group argues in its brief that the Authority cannot include anything in the Marketing Standards that it did not include in the proposed standards because "stakeholders had no notice they would be considered and were unable to review or adequately respond to the proposals. As a consequence, they are not supported by 'reliable, probative, and substantial evidence on the whole record." Brief of the Supplier Group, p. 41. The Authority has not included any topics in these Marketing Standards that were not included in the written comments or the proposed standards issued in the written comments. As noted previously, the Authority issued a Draft Decision on January 6, 2020, which was treated as a straw proposal, and subsequently allowed all Parties to submit additional evidence. The Authority finds that Supplier Parties did not present sufficient relevant evidence upon which the Authority could rely on to reach a different conclusion or to approve a different set of marketing standards than those approved by the Authority in this Decision. Moreover, the Supplier Group incorrectly assumes the Authority was required to issue a straw proposal at all. The Authority could have collected evidence throughout this proceeding without issuing proposed standards, as they are not required by statute. Instead, the Authority chose to offer proposed standards for comment and hearing, and has built upon them using evidence gained and the Authority's experience, knowledge, and expertise to construct the Marketing Standards approved in this Decision.[15]

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[14] Suppliers argue they need a customer to obtain a bill to know a customer's usage to determine if a customer is eligible for an offer. When listening to thousands of marketing recordings, the Authority has never heard any supplier ask a residential customer about her usage. Assuming some suppliers actually do request this information, the Authority finds the benefits of not obtaining it prior to the customer being ready to be sent to the TPV outweigh the few occasions in which a customer will have engaged in an unnecessary marketing call because the customer's usage does not meet the offer's requirements.

[15] Conn. Gen. Stat. § 4-178 states, "In contested cases … (8) the agency's experience, technical competence, and specialized knowledge may be used in the evaluation of the evidence."

I. DISCLOSURE STATEMENT

Pursuant to Conn. Gen. Stat. § 16-245o(l)(2), the Authority must examine a disclosure statement for suppliers to use in their promotional materials. The Supplier Group has advocated that the Authority not require a disclosure statement and has argued that examination of a disclosure label does not require implementation thereof.

The Authority notes that Conn. Gen. Stat. § 16-245(g)(12) requires as a condition of licensure that all suppliers "make available to the authority for posting on the authority's Internet web site and shall list on the licensee's own Internet web site, on a monthly basis, the highest and lowest electric generation service rate charged by the licensee as part of a variable rate offer in each of the preceding twelve months." Conn. Gen Stat. § 16-245o(h)(4) prohibited future variable rate contracts for residential customers. The remaining variable rates charged to residential customers are legacy variable rates that continue to linger for almost five years after Conn. Gen. Stat. § 16-245o(h)(4) was passed.

While it is concerning to the Authority that some customers remain on a variable rate despite the legislature's codified intention of requiring fixed rate contracts for all residential customers, the Authority does not find it useful for suppliers to disclose variable rates to *new* residential customers since *new* residential customers cannot be charged variable rates. To the extent a new customer wishes to educate herself as to whether she is doing business with a supplier continuing to impose variable rates on legacy customers, she can find such information on the Authority's website and on the supplier's website. As a result, the Authority has examined the need for a disclosure statement and determines it is no longer necessary due to the change in circumstance regarding variable rates for residential customers and the availability of a supplier's variable rates in other locations.

III. FINDINGS OF FACT

1. The Authority has found that suppliers need to better monitor their marketing and act sooner to prevent systemic violations.

2. The Authority has found in its investigations and in addressing customer complaints that it is necessary to listen to the recording of the sales transaction to determine if marketing violations have occurred.

3. Suppliers have assigned large portions, up to their entire book of customers, to another supplier and given the Authority minimal advance notice of the assignment.

4. Some suppliers are not directly training their third-party agents pursuant to statutory requirements

5. Suppliers' marketing agents often remain either on the telephone call or physically present with the customer during the TPV, which undermines the purpose of an independent TPV.

6. Information collected from customers during the current TPVs does not ensure the customer is aware of the transaction that results from the marketing call.

7. Supplier marketing frequently misstates or mischaracterizes standard service.

8. The Authority has found a pattern of marketing violations commonly committed by some suppliers, including but not limited to failure to properly train agents, failure to properly perform third party verifications, failure to properly disclose the standard service rate, and misrepresentations within the marketing calls regarding the origin and purpose of the calls, which support the adoption of Marketing Standards targeted to reduce these types of violations.

IV. CONCLUSION AND ORDERS

A. CONCLUSION

This Decision promulgates the Marketing Standards attached hereto. To the extent that suppliers have not already done so sooner, all suppliers shall implement and comply with these standards no later than August 6, 2020.

B. ORDERS

For the following Orders, the Company shall submit one original of the required documentation to the Executive Secretary, 10 Franklin Square, New Britain, Connecticut 06051 and file an electronic version through the Authority's website at www.ct.gov/pura. Submissions filed in compliance with the Authority's Orders must be identified by all three of the following: Docket Number, Title and Order Number. Compliance with orders shall commence and continue as indicated in each specific Order or until the Company requests and the Authority approves that the Company's compliance is no longer required after a certain date.

1. No later than August 6, 2020, all licensed suppliers shall comply with the Marketing Standards attached hereto.

EXHIBIT A

14-07-20RE01

XOOM Energy Connecticut, LLC	John Holtz XOOM Energy Connecticut, LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104
Verde Energy USA, Inc.	Martha Lopez Verde Energy USA, Inc. 12140 Wickchester Lane, Suite 100 Houston, TX 77079
TransCanada Power Marketing, Ltd.	Matthew Davies TransCanada Power Marketing Ltd 450 1st Street Calgary, Alberta T2P 5H1
UI	Eileen Sheehan UIL Holdings Corporation 180 Marsh Hill Road, MS AD-2A Orange, CT 06477
TCP, LLC d/b/a Town Square Energy, LLC	Pete McCawley Town Square Energy, LLC 208 W. Chandler Heights Road, Suite 102 Chandler, AZ 85248
Sunwave Gas & Power CT., Inc.	Laura Jurasek Sunwave Gas & Power Connecticut Inc. 100 Cambridge Street, 14th.Floor Boston, MA 02114
Texas Retail Energy, LLC	Holly Rachel Smith Texas Retail Energy LLC 2608 S.E. J Street Bentonville, AR 72716
Spark Energy	Edwin Dearman Spark Energy LP 12140 Wickchester Lane Suite 100 Houston, TX 77079
Sterling Planet, Inc.	Robert A. Maddox, Jr. Northeast Regional Manager Sterling Planet, Inc. P.O. Box 186 Litchfield, CT 06759
Starion Energy, Inc.	Robert Bassett Starion Energy Inc P.O. Box 845 Middlebury, CT 06762
Provider Power CT, LLC	Muriel LeClerc Business Support Specialist

	Provider Power CT, LLC 306 Rodman Road Auburn, ME 04210
Retail Energy Supply Association	Joey Lee Miranda Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103-3597
Perigee Energy, LLC	Martha Lopez Perigee Energy, LLC 12140 Wickchester Lane, Suite 100 Houston, TX 77079
Public Power, LLC	David Ricketts Public Power, LLC 1005 Congress Avenue, Suite 750 Austin, TX 78701
South Jersey Co., Inc.	Stacey Barnes, Esq. South Jersey Co., Inc. 1 South Jersey Plaza Folsom, NJ 08037
North American Power & Gas, LLC	Isabel Montalvo North American Power and Gas, LLC 1500 Rankin Road, Suite 200 Houston, TX 77073
OCC	Andrew Minikowski Office of Consumer Counsel Ten Franklin Square New Britain, CT 06051
NextEra Energy Services Connecticut, LLC	John H. Ritch NextEra Energy Services Connecticut LLC 20455 State Highway 249, Suite 200 Houston, TX 77070
Mega Energy of New England, LLC	Aubrey Daniels Mega Energy LLC 5065 Westheimer Road, Suite 1111 Houston, TX 77056
HIKO Energy, LLC	Martha Lopez HIKO Energy, LLC 12140 Wickchester Lane Suite 100 Houston, TX 77079
Eversource Energy Service Company	Christopher R. Bernard Eversource Energy Service Company P. O. Box 270 Hartford, CT 06141-0270
Entrust Energy East, Inc.	Juan Minero Entrust Energy East, Inc. f/k/a North Eastern States Inc 1301 McKinney Street, Suite 2950 Houston, TX 77010

ENGIE Retail, LLC d/b/a Think Energy	Gabriela Pereida ENGIE Retail, LLC d/b/a Think Energy 1990 Post Oak Blvd., Suite 1900 Houston, TX 77056
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Discount Power, Inc.	Joel Glassman Chief Operating Officer Discount Power, Inc. 6 Armstrong Road Shelton, CT 06484
Choice Energy, LLC d/b/a 4 Choice Energy, LLC	Moses Cheung Choice Energy, LLC d/b/a 4 Choice Energy, LLC 4257 US Highway 9 Suite 6C Freehold, NJ 07728
Community Energy, Inc.	Jennifer Lyons Community Energy Inc 3 Radnor Corporate Center Suite 300 Radnor, PA 19087
Clearview Electric, Inc.	Jeremy Reed Clearview Energy 901 Main Street, Suite 4700 Dallas, TX 75202
Direct Energy Business Marketing, LLC	Carl Boyd Manager of Regulatory Compliance & Licensing Direct Energy Business Marketing, LLC Liberty Center 1001 Liberty Avenue, Suite 1200 Pittsburgh, PA 15222
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Connecticut Gas & Electric, Inc.	Michelle Mann Connecticut Gas & Electric, Inc. 222 Main Street, Suite 108 Farmington, CT 06032
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Grid Power Direct, LLC	Ezra Doueck Grid Power Direct, LLC 1 Metrotech Center North, Third Floor Brooklyn, NY 11201
NRG Energy, Inc. f/k/a Reliant Energy	John Holtz NRG Retail Northeast 3711 Market Street, Suite 1000 Philadelphia, PA 19104
Summer Energy Northeast, LLC	Janie Escalante Summer Energy Northeast, LLC f/k/a REP Energy, LLC 5847 San Felipe, Suite 3700 Houston, TX 77057
SmartEnergy Holdings, LLC	Lloyd Spencer SmartEnergy Holdings, LLC 400 Madison Avenue, Suite 9A New York, NY 10017
MP2 Energy NE, LLC	MP2 Energy NE, LLC Regulatory Department 21 Waterway Avenue, Suite 450 The Woodlands, TX 77380
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MP2 Energy NE, LLC	Drew Baird Vice President of Regulatory Affairs MP2 Energy NE, LLC

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OCC Consultant	Sarah M. Bosley
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Direct Energy Services, LLC	David Bogan Locke Lord LLP 20 Church Street, 20th Floor Hartford, CT 06103

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Constellation Energy Power Choice, Inc.	Amy Klaviter Constellation Energy Power Choice, LLC 20 N. Wacker Drive, Suite 2100 Chicago, IL 60606
Liberty Power Delaware, LLC	Michelle Castillo Liberty Power Delaware, LLC 2100 W Cypress Creek Road, Suite 130 Fort Lauderdale, FL 33309
Viridian Energy, LLC	David Ricketts Public Power, LLC 1005 Congress Avenue, Suite 750 Austin, TX 78701
Major Energy Electric	Martha Lopez Major Energy Electric Services, LLC 12140 Wickchester Lane, Suite 100 Houston, TX 77079

Everyday Energy, LLC	David Ricketts Everyday Energy, LLC 1005 Congress Avenue, Suite 750 Austin, TX 78701
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Independence Energy Group, LLC	John Holtz Independence Energy Group, LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104
Champion Energy Services, LLC	Isabel Montalvo North American Power and Gas, LLC 1500 Rankin Road, Suite 200 Houston, TX 77073
Atlantic Energy MA, LLC	Brett Cohn Atlantic Energy MA, LLC d/b/a Atlantic Energy 1166 West Newport Drive, Suite 112 Deerfield Beach, FL 33442

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AG	John Wright, Esq. Assistant Attorney General Office of The Attorney General 10 Franklin Square New Britain, CT 06051
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ENGIE Retail, LLC/ENGIE Resources, LLC	Gabriela Pereida ENGIE Retail, LLC d/b/a Think Energy 1990 Post Oak Blvd., Suite 1900 Houston, TX 77056
National Gas & Electric, LLC	Vernetta Showers National Gas & Electric, LLC 10375 Richmond Avenue Houston, TX 77042
Aequitas Energy Inc.	Raima Jamal Aequitas Energy, Inc. 555 Pleasantville Road, S107 Briarcliff, NY 10510
Everyday Energy, LLC	David Ricketts Everyday Energy, LLC 1005 Congress Avenue, Suite 750 Austin, TX 78701
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NextEra Energy Services Connecticut, LLC	John H. Ritch NextEra Energy Services Connecticut LLC 20455 State Highway 249, Suite 200 Houston, TX 77070
Clearview Electric, Inc. d/b/a Clearview Energy	Jeremy Reed Clearview Energy 901 Main Street, Suite 4700 Dallas, TX 75202
Provider Power CT, LLC	Muriel LeClerc Business Support Specialist Provider Power CT, LLC 306 Rodman Road Auburn, ME 04210

Town Square Energy, LLC	Avi Keilson Town Square Energy, LLC 520 Broad Street Newark, NJ 07102
BBPC, LLC d/b/a Great Eastern Energy	Richard Carmody BBPC, LLC d/b/a Great Eastern Energy 1515 Sheepshead Bay Road Brooklyn, NY 11235
UI	Eileen Sheehan UIL Holdings Corporation 180 Marsh Hill Road, MS AD-2A Orange, CT 06477
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Spark Energy, LLC	Edwin Dearman Spark Energy Gas LP 2105 CityWest Blvd Suite 100 Houston, TX 77042
First Point Power, LLC	Andrew Fitzgerald First Point Power, LLC 300 Jefferson Boulevard, Suite 104 Warwick, RI 02888
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Calpine Energy Solutions, LLC	Greg Bass Calpine Energy Solutions, LLC f/k/a Noble Americas Energy Solutions LLC 401 West A Street Suite 500 San Diego, CA 92101
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BETP/PRO	Teddi Ezzo DEEP Ten Franklin Square New Britain, CT 06051
Clearview Electric, Inc.	Brad N. Mondschein, Esq. Pullman & Comley, LLC 90 State House Square Hartford, CT 06103
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Green Mountain Energy Co.	Kamila Serwin Energy Plus Holdings LLC 3711 Market Street, 10th Floor Philadelphia, PA 19104
Liberty Power Holding LLC	Gonzalo Pereyra Liberty Power Holding LLC 1901 W Cypress Creek Road Suite 501 Fort Lauderdale, FL 33309
Independence Energy Group LLC	Kamila Serwin Energy Plus Holdings LLC 3711 Market Street, 10th Floor Philadelphia, PA 19104
Direct Energy Services, LLC	Ryan Harwell Direct Energy Business, LLC 12 Greenway Plaza, Suite 250 Houston, TX 77046
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Perigee Energy, LLC	Ginger Lucas Perigee Energy, LLC 2959 Cherokee Street, Suite 202 Kennesaw, GA 30144

REP Energy LLC	Neil Leibman REP Energy, LLC 800 Bering Drive, Suite 250 Houston, TX 77057
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Liberty Power Delaware, LLC	Gonzalo Pereyra Liberty Power Delaware LLC 1901 W Cypress Creek Road Suite 600 Fort Lauderdale, FL 33309
Glacial Energy	Andrew Luscz Glacial Energy of New England, Inc. 555 Pleasantville Road, Suite S-107 Briarcliff Manor, NY 10510
HIKO Energy, LLC	Elly Bernstein HIKO Energy, LLC 12 College Road Monsey, NY 10952
Energy Plus Holdings LLC	Kamila Serwin Energy Plus Holdings LLC 3711 Market Street, 10th Floor Philadelphia, PA 19104
Direct Energy Business, LLC	Ryan Harwell Direct Energy Business, LLC 12 Greenway Plaza, Suite 250 Houston, TX 77046
CT Gas & Electric, Inc.	Zach Smith Connecticut Gas & Electric, Inc. 222 Main Street, Suite 108 Farmington, CT 06032

Con Ed Solutions, Inc. d/b/a ConEdison Solutions	Karl Hofer Consolidated Edison Solutions, Inc. d/b/a ConEdison Solutions 100 Summit Lake Drive, Suite 410 Valhalla, NY 10595
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Eversource Energy	Christopher R. Bernard Eversource Energy Service Company 107 Selden Street Berlin, CT 06037
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CleanChoice Energy, Inc.	Jennifer Spinosi CleanChoice Energy, Inc. d/b/a CleanChoice Energy d/b/a Ethical Electric 1055 Thomas Jefferson Street NW, Suite 650 Washington, DC 20007
Calpine Energy Solutions, LLC f/k/a Noble Americas Energy Solutions LLC	Greg Bass Calpine Energy Solutions, LLC f/k/a Noble Americas Energy Solutions LLC 401 West A Street Suite 500 San Diego, CA 92101
Liberty Power Holdings, LLC	Michelle Castillo Liberty Power Holdings, LLC 2100 W Cypress Creek Road, Suite 130 Fort Lauderdale, FL 33309

EXHIBIT B

Public Utilities Regulatory Authority

Connecticut Electric Supplier Marketing Standards

Effective August 6, 2020

A. CONNECTICUT ELECTRIC SUPPLIER MARKETING STANDARDS DEFINITIONS & EFFECTIVE DATE

The definitions used herein shall contain the same meaning accorded them in the Connecticut General Statutes. References to the term "Electric Supplier(s)" includes Electric Suppliers, as defined by statute, and any representative, agent, independent contractor, broker, marketer, individual, or company acting on behalf of the Electric Supplier.

"All inclusive" means a price that includes all generation-related costs or charges and that no other charges or costs can be added.

"Generally available rate" means a generation rate that is offered to customers taking service under a rate tariff or to an entire class or specific subset of residential or business customers. Offers that are displayed on a supplier's website are deemed to be generally available.

"Offer" means the information provided to consumers for each generation product or record displayed on the Rate Board. This information includes, but is not limited to, the applicable EDC tariff and customer class, term in billing cycles, all-inclusive rate, cancellation fee, enrollment fee, restrictions and other product specific information included in a proposal made by a supplier that will create a binding contract if accepted by the customer to whom it is made.

"Rate Board" means the internet website managed by the Public Utilities Regulatory Authority to better enable customers to compare pricing policies and charges among Electric Suppliers.

"Record" or "Recording" means an audio recording of the interaction with the customer and/or potential customer.

"Authority or PURA" means the Public Utilities Regulatory Authority or its successor.

These Connecticut Electric Supplier Marketing Standards will be effective immediately upon the date of the Decision and shall apply to all residential customers unless indicated otherwise herein. These Standards supplement, and do not replace, other standards for Electric Suppliers contained in the Connecticut General Statutes. To the extent the General Statutes are amended to reduce time frames listed herein or to impose more stringent requirements, the statute governs marketing behavior.

B. SWITCHING PRACTICES

1. CUSTOMER CONSENT FOR ENROLLMENT

An Electric Supplier shall not enroll any customer, commercial or residential, for electric generation service unless the person to whom the Electric Supplier is speaking is authorized to make changes on the account and has given consent to the Electric Supplier to do so. An Electric Supplier must ensure the person enrolling the account has a relationship with the customer such that the EDC permits that person to make changes to the customer's account. Consent may be in the form of a signed agreement, a telephonic enrollment, an electronic transaction, and/or any other method approved by law or regulation. Consent carries the additional right to rescind acceptance within the time frame prescribed by law or regulation and the customer shall be informed of said right. The Electric Supplier shall ensure that the applicable verification process is correctly conducted and that customer consent records are maintained in accordance with applicable law.

2. ENROLLMENT PROCESSING

Electric Suppliers must send all enrollments to the electric distribution company (EDC) within seven (7) business days after the date of the sales transaction in which the customer requests to enroll unless the customer specifically requests that the enrollment not process in such timeframe. Electric Suppliers must maintain an audio recording and/or signed documentation, containing either an electronic or a wet signature, of the customer's request that the Electric Supplier delay the enrollment. If the Electric Supplier is unable to enroll the customer for any reason, the Electric Supplier shall immediately notify the customer that the enrollment has been rejected via the customer's preferred method of notification.

3. DOCUMENTS

Enrollment documentation must include a means to identify the individual, acting on behalf of the Electric Supplier, who initiated and completed the sales transaction and a notation indicating whether the transaction was the result of:

- a door-to-door call or other in-person contact;
- a telephone contact;
- a written document completed and mailed to a supplier by a customer outside the presence of, or without interaction with, a supplier; or
- an electronic document completed and uploaded to a supplier's website or e-mailed to a supplier by a customer outside the presence of, or without interaction with, the supplier.

4. INDEPENDENT REPRESENTATIVES

It is the responsibility of every Electric Supplier to ensure that any entity or individual marketing its product and/or acting on its behalf does not engage in false, misleading or deceptive trade practices, nor perform unauthorized switching of customer accounts. If an Electric Supplier discovers: deceptive trade practices affecting more than ten customers, more than three violations for any agent over a three-month period, or any unauthorized switching of customers, the Electric Supplier must notify the Authority in writing as soon as possible, but no later than within ten (10) business days of discovery. Such notification shall include a detailed description of the incident, the current state of the investigation, and the planned resolution, with updates as required by the Authority, and shall be filed as a compliance filing in Docket No. 14-07-20RE01 and in the supplier's licensing docket.

5. ASSIGNMENT OF CUSTOMERS

Prior to assigning or transferring any customers to another supplier, an Electric Supplier must file a "Notice of Assignment" with the Authority no later than sixty (60) calendar days prior to the date of assignment or transfer. The Electric Supplier must include the following information in the Notice of Assignment:

a. documentation that the customer contracts allow for customer assignment;

b. information about the customers to be assigned, including: (a) the total number of customers, categorized by rate class and EDC service territory; (b) the total number of fixed rate contracts, including the fixed rate under the contract, categorized by the expiration dates of the contracts; and (c) the total number of variable rate contracts, including the last variable rate charged, categorized by the expiration dates of the contracts;

c. the expected effective date of the intended assignment;

d. the name, mailing and e-mail address, telephone number and docket number of the electric supplier to which the contracts would be assigned;

e. a statement that the assignment will maintain all contractual terms and conditions, including the pricing terms, through the term of the contract; but an electric supplier may disclose and implement more favorable pricing terms;

f. the reason for the assignment, and whether (and, if so, when) the electric supplier intends to withdraw its supplier license with the Authority;

g. an explanation of how the assigning supplier's RPS obligation has or will be met for the load being assigned; and

h. a copy of the Customer notice letter and envelope that the Electric Supplier intends to send to affected customers.

Customer assignments or transfers must be approved or modified by the Authority

within fifteen business days of the Authority's receipt of a completed notice from the supplier, containing all items listed above, unless the Authority and Electric Supplier agree to a specified extension of time. The Authority may assess additional licensing fees to pay the administrative costs of reviewing a request for such transfer or assignment.

Upon its review of the Notice of Assignment, the Authority may require certain conditions, including but not limited to granting the customer the option to terminate or cancel services with the new Electric Supplier with no cancellation or early termination fee charged to the customer should the customer terminate or cancel service up to seven (7) business days after receiving the first billing statement reflecting charges from the new Electric Supplier, and that RPS obligations from the assigning supplier must be satisfied prior to assignment. Any applicable conditions imposed by the Authority shall be included in all notice letters sent to customers in assignments.

C. SOLICITATIONS AND RENEWALS

1. REPRESENTATION

An Electric Supplier shall not misrepresent its affiliation, connection, or association of any services or business establishment. Electric suppliers may not in any way represent or imply that they are associated with the EDCs, the State of Connecticut, a state program, or PURA. All advertisements must clearly display the name of the Electric Supplier making said offers and all advertisements offering service must have an expiration date of the offer and/or terms, if applicable.

2. RATE DISCLOSURE

Electric Suppliers must honor all rates published on their websites and the Rate Board. Rates Electric Suppliers post on the Authority's Rate Board must match those on the Electric Supplier's website, be generally available, be current, and the Electric Supplier must honor the posted rates. Furthermore, all of an Electric Supplier's generally available rates must be posted to the Rate Board.

If offered or advertised by the Electric Supplier, savings guarantees must be made for the duration of the contract, may be made only through a direct comparison of the supplier's rate with the current standard service rate or future standard service rate that has been published by the Authority, and may be made only on offers with terms that do not exceed known standard service rates (e.g., a twelve-month supplier rate could not make a savings guarantee because a customer entering into a twelve-month offer could not know the standard service rate for the next twelve months). When an offer is made in an advertisement and there is a material contingency, condition, or limitation on the offer, the supplier shall conspicuously state such contingency, condition, or limitation reasonably adjacent to the advertised offer, in the same font size.

3. OTHER THAN ENGLISH

Suppliers shall not disseminate any advertisement in a language other than English without including therein all required disclosures or limitations on the offer advertised in the language principally used in the advertisement.

4. COMPARISON TO EDC STANDARD SERVICE

Electric Suppliers must update all verbal and electronic marketing materials disclosing the EDC standard service price immediately upon PURA's approval of a new standard service price. The use of printed marketing materials with the expiring EDC standard service price must be updated to reflect the new standard service price or be discontinued within five (5) days of PURA's approval of the new standard service price.

To ensure Electric Suppliers are aware of the updated standard service rate, all Electric Suppliers must ensure they receive notifications of items posted in the applicable standard service procurement dockets and monitor the Authority's approval of the new rate. The burden is on the Electric Supplier to keep apprised of this information.

5. TERMS

An Electric Supplier shall clearly disclose all charges, any early termination fee (ETF), and all renewal terms in all contracts, commercial and residential, including any cancellation procedure. The disclosure of the ETF for a commercial contract must allow the customer to calculate the ETF before signing the contract or indicate the maximum possible ETF that could be imposed.

For fixed price contracts with residential customers, the Electric Supplier shall send a notice of contract expiration separate from the bill within the timeframe indicated by statute. Any renewal notification for a residential or commercial customer's renewal contract that contains an ETF must conspicuously disclose the amount of the ETF in the renewal notification and inform customers that they have the timeframe indicated in statute to terminate the contract without any fee. Furthermore, the renewal notification must state the renewal rate and offer as a comparison the standard service rate applicable at the time the renewal rate will become effective.

In both the initial communications with the customer (e.g., welcome package) and the renewal communications, such statements regarding the ETF, renewal, and standard service rates shall be bolded in separate paragraphs with at least 12 point size font.

D. HIRING AND TRAINING OF SALES REPRESENTATIVES

1. TRAINING

All individuals and entities marketing for an Electric Supplier shall be trained about electric generation service rates and products that they are selling, applicable federal, state, and local laws, regulations, and ordinances, and ethical and responsible sales practices, and cautioned against making misleading representations. All training for everyone marketing on behalf of an Electric Supplier must be performed directly by an employee of the Electric Supplier or an employee of the Electric Supplier's parent or affiliated company (i.e. a sales representative may not be trained by a representative, agent, independent contractor, broker, marketer, individual, or company acting on behalf of the Electric Supplier), and must be conducted in a manner to allow interaction with and/or questions from the representative being trained. Virtual meetings that are live,

face-to-face via a video feed, and allow such interactions and questions are acceptable; although, all virtual meetings must be recorded and preserved for no less than three (3) years from the date of occurrence. The representative should be deemed appropriate for the type of contact they will be having with the public, and must sign a confidentiality agreement to keep personal customer information confidential.

2. CONDUCT

Electric Suppliers shall be courteous, professional, and will respect the person and privacy of the consumer and their property. It is the responsibility of the Electric Supplier to ensure that all employees, representatives, agents, brokers, vendors, or any individual or group of individuals acting on behalf of or under contract to the supplier are not engaging in false, misleading or deceptive trade practices. If deceptive trade practices are discovered involving or affecting Connecticut customers, the supplier must immediately notify the Authority in writing within ten (10) business days of discovery of the incident. Such notification shall include a detailed description of the incident, the investigation and the planned resolution, and shall be filed as a compliance filing in the supplier's licensing docket as well as Docket No. 14-07-20RE01.

3. TRAINING/MARKETING MATERIALS

Upon request, an Electric Supplier shall provide the Authority a copy of all training material and/or scripts used relating to soliciting and marketing to customers in the past 36 months. Electric Suppliers must annually submit their list of third-party marketers (Form 6, or equivalent), and an Electric Supplier shall, upon request, provide the Authority with updates of the names of those conducting telemarketing on their behalf. Also, upon request from the Authority, an Electric Supplier must provide a list of any employees, representatives, agents, brokers, vendors, or any individual or entities acting on behalf of or under contract to the Electric Supplier that the Electric Supplier has found to be non-compliant with their internal code of conduct or any relevant state statutes and regulations.

E. DOOR-TO-DOOR MARKETING PRACTICES

1. IDENTIFICATION

Electric Suppliers engaging in door-to-door sales shall display identification that clearly identifies the Electric Supplier's trade name and logo, as well as the individual's name, photo, identification number. Electric Suppliers engaging in door-to-door sales shall provide a phone number that the customer can call to verify their identity.

2. TIME OF SALE NOTICE

Electric Suppliers engaging in door-to-door sales must provide customers with a document that states the following:

- The name and contact information of the Electric Supplier being marketed.

- The marketing agent's name and the name and contact information for the company for whom the individual works.

- A statement that the individual engaging in door-to-door sales is not an employee or member of the customer's EDC and is not acting on behalf of the EDC.

3. CONTENT OF DOOR-TO-DOOR SALES

When conducting door-to-door calls to all residential customers or potential residential customers, each Electric Supplier shall begin by immediately stating: (A) That they are a representative of the full name of the Electric Supplier conducting the call; (B) that the purpose of the sales call is to switch the customer's electric supply service to the full name of the Electric Supplier conducting the call; and (C) that such Electric Supplier does not represent and is not affiliated with the customer's local utility company.

When conducting door-to-door calls to all residential customers or potential residential customers, prior to initiating the third-party verification, each Electric Supplier shall inform the customer or potential customer: (A) that if the customer or potential customer assents, the door-to-door call will result in the customer or potential customer immediately entering into a contract with the Electric Supplier; (B) of the customer's right to rescind the contract with the Electric Supplier without penalty as required by 16-245o(f)(2); (C) what the standard service rate is on the date of the door-to-door call in cents per kilowatt hour, and, if the door-to-door call is being conducted within 45 calendar days of a change to the standard service rate, the date that the standard service rate will change and what the standard service rate will be on that date in cents per kilowatt hour; and (D) of all material contract terms, as defined by the Public Utilities Regulatory Authority in its decisions.

When conducting door-to-door calls to all residential customers or potential residential customers, each Electric Supplier is prohibited from: (A) representing that such Electric Supplier or its offer is affiliated with any state or utility program; (B) representing that any state program encourages or requires Connecticut electric customers to obtain an Electric Supplier; (C) representing that the local electric utility encourages or requires Connecticut electric customers to obtain an Electric Supplier; (D) representing that the standard service rate is a variable rate; and (E) representing that standard service will increase, unless the Authority has approved the upcoming standard service rate *and* the upcoming standard service rate is greater than the current standard service rate.

When conducting door-to-door calls to all residential customers or potential residential customers, no Electric Supplier may request the account information from a potential customer or request that a potential customer retrieve account information or the potential customer's electric distribution company bill until immediately before the customer or potential customer is being transferred to the TPV, or other means of contract verification indicated by statute.

4. CONDUCT

Those engaging in door-to-door sales must immediately leave the premises and discontinue their sales presentation, or provide translation services, once a customer demonstrates that they have difficulty understanding English or the customer requests them to leave. If a door-to-door sale continues in a language other than English because the salesperson has a proficiency in said other language: (i) the information in the time-of-sale notice must be translated for the customer in writing; and (ii) the sales presentation must be restated in its entirety in the customer's primary language.

5. SALES AGENT IDENTIFICATION

Upon request from the Authority, an Electric Supplier must identify the individual who conducted the door-to-door visit to a customer that resulted in a complaint received by the Authority. Electric Suppliers must fit all door-to-door marketers with GPS monitoring devices that allow the supplier to track, and later verify, the marketer's location during door-to-door sales. In the event that an Electric Supplier cannot identify the individual who conducted the door-to-door visit upon a request by the Authority, the customer contract in question will be deemed null and void with no ETF or cancellation fee permitted.

F. TELEMARKETING PRACTICES

1. DO NOT CALL REGISTRY COMPLIANCE

It is the Electric Supplier's responsibility to comply with federal and state Do Not Call Registries' provisions and ensure that the applicable Do Not Call lists are honored. It is also the Electric Supplier's responsibility to ensure that any individual or entity acting on behalf of or under contract to the Electric Supplier are regularly updating and abiding by the Do Not Call Registries.

2. CALLER ID

No telephone solicitor acting on behalf of an Electric Supplier may cause to be installed or may use any blocking device or service to circumvent a consumer's use of a caller identification service or device. No such telephone solicitor may transmit inaccurate or misleading caller identification information, such as, but not limited to, the EDC name, "Disconnection", "Emergency", Electric Choice" or "Customer Service". Rather, the telephone solicitor shall ensure that the caller identification information displays the Electric Supplier's name (or an appropriate abbreviation thereof) and that the phone number that appears on the customer's caller identification information is accurate and allows for the customer to call back. The Electric Supplier shall ensure its telephone solicitors do not employ devices that cause a telephone number to appear as if it is from a local area code.

3. CONTENT OF TELESALES CALLS

When conducting outbound telesales calls to all residential customers or potential residential customers, each Electric Supplier shall begin by immediately stating: (A) that

they represent the full name of the Electric Supplier conducting the call; (B) that the purpose of the call is to switch the customer's electric supply service to the full name of the Electric Supplier conducting the call; and (C) that such Electric Supplier does not represent and is not affiliated with the customer's local utility company.

When conducting both outbound and inbound telesales calls to all residential customers or potential residential customers, prior to initiating the third-party verification, each Electric Supplier shall inform the customer or potential customer: (A) that if the customer or potential customer assents, the telesales call or will result in the customer or potential customer immediately entering into a contract with the Electric Supplier; (B) of the customer's right to rescind the contract with the Electric Supplier without penalty as required by Conn. Gen. Stat. § 16-245o(f)(2); (C) what the standard service rate is on the date of the telesales call in cents per kilowatt hour, and, if the telesales call is being conducted within 45 calendar days of a change to the standard service rate, the date that the standard service rate will change and what the standard service rate will be on that date in cents per kilowatt hour; (D) the phone number of the Electric Supplier; and (E) of all material contract terms or other items defined by the Public Utilities Regulatory Authority in its decisions.

When conducting outbound and inbound telesales calls to all residential customers or potential residential customers, each Electric Supplier is prohibited from: (A) representing that such Electric Supplier or its offer is affiliated with any state or utility program; (B) representing that any state program encourages or requires Connecticut electric customers to obtain an Electric Supplier; (C) representing that the local electric utility encourages or requires Connecticut electric customers to obtain an Electric Supplier; (D) representing that the standard service rate is a variable rate; and (E) representing that standard service will increase, unless the Authority has approved the upcoming standard service rate *and* the upcoming standard service rate is greater than the current standard service rate.

When conducting outbound telesales calls to all residential customers or potential residential customers, no Electric Supplier may request the customer's account information or request that a potential customer retrieve account information or the potential customer's electric distribution company bill until immediately before the customer or potential customer is being transferred to the TPV, or other means of contract verification indicated by statute.

It is the responsibility of the Electric Supplier to review and approve the script used in telemarketing calls and ensure that the caller has knowledge of the product.

4. CONDUCT

The Electric Supplier must discontinue its sales pitch when the customer requests them to stop. Once the customer demonstrates that they have difficulty understanding English the Electric Supplier must provide translation services or terminate the call.

5. SALES AGENT IDENTIFICATION

Upon the Authority's request, an Electric Supplier must identify the name of the individual caller that conducted the telemarketing call to a customer that resulted in a complaint received by the Authority. In the event that an Electric Supplier is unable to comply with the Authority's request, the underlying customer contract will be deemed null and void with no ETF or cancellation fee permitted.

G. THIRD PARTY VERIFICATION

All residential and commercial third party verifications (TPVs) must contain the following:

1. the time and date of call;

2. Either:

   a) In the case of a door-to-door solicitation, confirm the door-to-door agent has left the residence; (Customer must respond yes/no)

   b) In the case of a telephone solicitation, confirm the agent has left the call;

3. Confirm the name of customer on call (Customer must respond with their first and last name);

4. Confirm the customer on the call is authorized to change the generation service provider on the electric bill (Person on the call must state their relationship to or employment position with the customer listed on the bill);

5. Confirm the name of supplier making the offer and that the customer understands that the supplier is a third-party not affiliated with the customer's utility (Customer must respond yes/no);

6. Confirm customer's account number, name, service address, and telephone number (The customer must read the information directly from their bill; the TPV provider cannot read the information to the customer and receive a yes/no response);

7. Confirm rate and term of offer (Have customer respond that they understand yes/no);

8. Confirm whether any additional fees or early termination fees apply and the amount (Have customer respond that they understand yes/no);

9. If the contract contains an automatic renewal provision, confirm that the customer understands the contract with supplier will renew automatically and it could renew at a rate different from the rate at which the customer currently is signing up (Customer must respond yes/no)

10. Confirm that a customer has a three (3) day rescission period in which they can change their mind without financial penalty, and state correct telephone number to cancel (Have customer respond that they understand yes/no);

11. Ask, “Are you aware that by authorizing this transaction, you confirm that you are entering into a contract with [Electric Supplier], which changes your electric generation service to [Electric Supplier].” (Have customer respond that they understand yes/no).

All TPVs must demonstrate that the customers have a clear understanding of the services offered and the customer’s consent to enroll with the Electric Supplier must be both voluntary and unequivocal. If at any time during a TPV the customer cannot answer a question, the verification process must end and the TPV call with the customer must terminate. Verification calls for sales presentations conducted in a language other than English must include an opportunity for non-English speaking customers to have a verifier in their own language. The offer and request for a non-English speaking verifier for sales presentations conducted in a language other than English must be part of the recorded verification. When verification of an enrollment is conducted by a non-English speaking verifier, an original and translated version of the verification must be provided to the Authority upon request.

H. RECORDKEEPING

Each Electric Supplier shall record the entirety of all inbound and outbound telesales calls and door-to-door marketing lasting thirty seconds or longer with all residential customers or potential residential customers, and shall retain such recordings for three years after the date such recording was made. Any accompanying TPV must be retained for three years after the date of such TPV recordings and shall be supplied to PURA upon request. In the event that an Electric Supplier is unable to comply with the Authority’s request, the underlying customer contract will be deemed null and void with no ETF or cancellation fee permitted.

All customer complaint records received by the supplier from any source, regardless of whether or not the matter has been resolved, must be retained for a period of no less than three years from the date the complaint was received.

I. CUSTOMER SERVICE

All suppliers must respond to the Authority’s inquiries regarding complaints within three business days.

DOCKET NO. 14-07-20RE01 PURA DEVELOPMENT AND IMPLEMENTATION OF MARKETING STANDARDS AND SALES PRACTICES BY ELECTRIC SUPPLIERS – REVISED STANDARDS

This Decision is adopted by the following Commissioners:

Marissa P. Gillett

Michael A. Caron

John W. Betkoski, III

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Public Utilities Regulatory Authority, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

May 6, 2020

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority

Date