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1 **I. INTRODUCTION TO THE STANDARD OF CONDUCT**

2

3 **1. Statement of Purpose and Application of this Standard**

4

5 The purpose of this Standard of Conduct is to establish the principles and business
6 practices to be followed by Manitoba Hydro and Centra Gas Manitoba Inc. in the
7 provision of:

8

- 9 • Fixed-Rate Gas Commodity Service; and
10 • Marketer-related direct purchase administration services.

11

12 This Standard will apply to all transactions between the Corporation and any Customer
13 for the provision of the Fixed-Rate Gas Commodity Service. This Standard is also
14 applicable

15 to the Corporation in the discharge of direct purchase administration services to
16 Marketers.

16

17 This Standard does not apply to the provision of quarterly variable Gas Commodity
18 rate service or any

19 other Utility Services, all of which are governed by the Corporation's Schedule of Sales
20 and Transportation Rates and Services, as approved from time to time by the Manitoba
21 Public Utilities Board ("PUB").

21

22 **2. Definitions**

23

24 "Centra" means Centra Gas Manitoba Inc., a wholly-owned subsidiary of Manitoba
25 Hydro.

26

27 "Commercially Sensitive Marketer Information" means the following information about a
28 Customer presently served by a marketer for their Gas Commodity supply:

29

- 30 1. Date of Customer execution of the Gas Commodity sales agreement or
31 Agency agreement;
32 2. Date of submission to the Corporation for processing;

- 1 3. Date of initial gas flow under Marketer pricing agreement;
2 4. Duration of the agreement;
3 5. Date of early termination (if any); and/or
4 6. Date and term of the renewal of any existing agreement.

5

6 “Complainant” means a person or entity that brings forward a Complaint regarding an
7 item governed by this Standard of Conduct.

8

9 “Complaint” means any dissatisfaction expressed by a member of the public (customer
10 or stakeholder) regarding any aspect of the Fixed-Rate Gas Commodity Service or the
11 provision of Marketer-related direct purchase administration services that cannot be
12 resolved by first-contact verbal explanation.

13

14 “Corporation” means Manitoba Hydro and any of its subsidiaries.

15

16 “Customer” means any person, firm or corporation to whom natural gas is delivered.

17

18 “Fixed-Rate Gas Commodity Service” means the Gas Commodity product offerings
19 made by the Corporation, other than the Corporation’s quarterly variable Gas
Commodity rate service offering.

20

21 “Marketer” means an entity authorized by the PUB to sell natural gas commodity.

22

23 “Small Volume Customer” means a Customer who consumes 5,000 cubic metres or less
24 of natural gas per year.

25

26 “Standard of Conduct (the ‘Standard’)” means this document, as amended and approved
27 from time to time by the PUB.

28

29 “Utility Service(s)” means all services provided by the Corporation, except for the sale of
30 Fixed-Rate Gas Commodity Service and the provision of Marketer-related direct
31 purchase services.

32

1

2 **3. Interpretation**

3

4 This Standard of Conduct shall be governed and construed in accordance with the laws
5 of the Province of Manitoba and the federal laws of Canada where applicable, and is
6 subject to review, approval and amendment by the PUB from time to time. Wherever the
7 singular or masculine are used throughout this document, the same shall be construed
8 as meaning the plural, feminine, or neuter where the context or the parties hereto so
9 require.

10

11 **4. Copies of this Standard of Conduct are Publicly Available**

12

13 The public can access a copy of this Standard of Conduct from the Manitoba Hydro
14 website (www.hydro.mb.ca) or may have a copy mailed to them upon request by calling
15 Manitoba Hydro at 1-800-MB-HYDRO.

16

17 **II. MARKETING PRACTICES FOR FIXED-RATE GAS COMMODITY SERVICE**

18

19 **1. Laws**

20

21 The marketing, promotion and sales of the Fixed-Rate Gas Commodity Service shall
22 conform to all applicable laws and regulations of Canada and the Province of Manitoba.

23

24 **2. Accuracy**

25

26 All offers and contracts for the Fixed-Rate Gas Commodity Service will be worded in clear
27 and unambiguous language that fully and accurately describes the Terms and
28 Conditions of the offers being advanced or the contracts being entered.

29

30 The offer and contract will state the obligations, liabilities and risks of the Customer
31 entering into a contract for the Fixed-Rate Gas Commodity Service.

32

1 **3. Signing Authority**

2

3 The Corporation in the course of accepting a contract for the Fixed-Rate Gas
4 Commodity Service will take all reasonable efforts to ensure that the Customer has the
5 appropriate signing authority to enter into a contract for the specified address or location.

6

7 **4. Price**

8

9 The Corporation's offer for the Fixed-Rate Gas Commodity Service and any contract for
10 the Fixed-Rate Gas Commodity Service will clearly state the 12-month fixed price,
11 payment terms, annual price re-determination or indexation if any, and the nature and
12 amount of any additional fees, rebates or charges. The pricing terms of offers for the
13 Fixed Rate Gas Commodity Service to Customers will provide a price in Canadian dollars
14 per cubic metre of Gas Commodity. Monetary incentives will not be offered by
15 Centra.

16 **5. Contracts**

17

18 The form used by the Corporation to enter into contract with a Customer for the provision
19 of the Fixed-Rate Gas Commodity Service will be clearly identified as a "contract" so as
20 to clearly advise the Customer that he is entering into a legally binding arrangement for the
21 provision of the Fixed-Rate Gas Commodity Service at rates and terms that differ from
22 the Corporation's quarterly variable Gas Commodity rate
offering.

23

24 The contract will be accompanied by a disclosure statement and rate comparison in the
25 form approved by the PUB from time to time. The contract will be clearly worded in
26 understandable language and will be printed such that its size and visual characteristics
27 will not impair the legibility or clarity of the information provided to the Customer.

28

29 The Customer's right to cancel the contract without penalty within the cooling off period,
30 and the instructions on how to exercise such a cancellation will be clearly stated in the
31 contract.

32

1 The following will be included in the contract:

2

- 3 • Price in Canadian cents per cubic metre;
- 4 • Price re-determination or indexation if any;
- 5 • Nature and amount of any other fees, rebates or charges;
- 6 • Commencement and end dates of the contract;
- 7 • Telephone, fax and e-mail contact information for Centra;
- 8 • Liabilities and obligations of Centra and the Customer;
- 9 • For contracts with a Small Volume Customer, a cancellation clause that allows the
10 Customer to unconditionally cancel the contract by giving notice by phone, fax,
11 registered mail, in person, or by email anytime from the date of entering into the
12 contract until 30 calendar days after the issue date of the first bill for Gas
13 Commodity under the contract.
- 14 • For contracts with a Customer who is not a Small Volume Customer, a cancellation
15 clause that allows the Customer to unconditionally cancel the contract by giving
16 notice by phone, fax, registered mail, in person, or by email within ten days of the
17 date of the confirmation letter from the Corporation; and,
- 18 • Termination provisions applicable to Centra and the Customer and an explanation of
19 any early termination charges as approved by the PUB.

20

21 **6. Contract Renewals**

22

23 If the Customer does not enter into a new contract with either Centra or a marketer prior
24 to the termination date specified in the original contract for the Fixed-Rate Gas
25 Commodity Service, the Customer will be returned to the Corporation's quarterly
26 offering as of the termination date.

27

28 **7. Copies of Contracts**

29

30 The Corporation will provide each Customer with a copy of their contract for Fixed-Rate
31 Gas Commodity Service at the time that the contract is entered into in person, or by mail
32 for contracts entered into by other means. The contract references the General Terms

1 and Conditions listed in the Schedule of Sales and Transportation Services and Rates,
2 a copy of which may be obtained either from the Corporation's website (www.hydro.mb.ca)
3 or by calling the Corporation at 1-800-MB-HYDRO and requesting that a copy be sent
4 out by mail.

5
6 The Corporation will retain Customer contracts for a period of not less than three months
7 beyond the date of the expiry of each contract.

8
9 The Corporation will produce Customer contracts for review on an exception basis by
10 the PUB upon their request.

11 12 **8. Identification of Employees and Agents**

13
14 Any employees or agents acting on behalf of the Corporation in the marketing and sales
15 of the Fixed-Rate Gas Commodity Service will, upon contacting any Customer,
16 clearly identify themselves to be representing Centra or Manitoba Hydro.

17 18 **9. Conduct of Marketing and Sales Activities**

19
20 The Corporation's employees and agents engaged in the marketing, sales and
21 promotion of the Fixed-Rate Gas Commodity Service will, at all times, undertake best
22 efforts to ensure:

- 23
- 24 • There is no misrepresentation of any aspect of the offer or nature of the Fixed-Rate
25 Gas Commodity Service;
 - 26 • There are no statements or representations made that, either directly or by
27 implication, omission or exaggeration could mislead a Customer with regard to any
28 aspect of the offer or nature of the Fixed-Rate Gas Commodity Service;
 - 29 • There are no representations made regarding contracts, rights or obligations unless
30 those representations are contained in the written offer;
 - 31 • There is no pressure or harassment placed upon Customers in the process of
32 communicating and transacting for any Fixed-Rate Gas Commodity Service, and

- 1 that Customers have adequate and sufficient time to read and understand any offer
2 and contract in its entirety prior to acceptance;
- 3 • There is no exploitation of any lack of knowledge, experience or understanding on
4 the part of the Customer that would lead to the entry into a contract for the Fixed-
5 Rate Gas Commodity Service;
 - 6 • There is no action taken or statements made that could directly or by implication
7 discredit any competing firm or individual or any services provided by such parties;
 - 8 • That any price or service offering comparisons to be made are such that they are
9 factual, complete and verifiable;
 - 10 • That statements or promises made in promotional material must be complete and in
11 accordance with actual conditions, situations and circumstances existing at the time
12 that the promotion is made, and that such statements are reliable and supportable
13 for the claim being made;
 - 14 • That there are no actions taken which are intended to induce any Customer to
15 breach an existing Contract between the Customer and a Marketer; and
 - 16 • That any testimonials or endorsements are authorized by the source of such
17 testimonial or endorsement, and be current and relative to the situation used in
18 reference.

19
20 **10. Employee Training**

21
22 The Corporation will undertake training of its staff as set out below.

23
24 All personnel included in the administration, marketing, sales or dissemination of
25 information related to the Fixed Rate Gas Commodity Service, and all staff in
26 positions within the Corporation with access to commercially sensitive Marketer
27 information, will receive training with respect to the Standard of Conduct.

28
29 Customer Contact Centre employees that are directly involved in providing Customers
30 with information regarding the Fixed-Rate Gas Commodity Services will be trained on
31 the provisions contained in the Standard of Conduct, and will be provided with an
32 approved script of Frequently-Asked-Questions related to Fixed-Rate Gas Commodity

1 Services. Such training may be conducted through group training sessions
2 administered by line management, or may be conducted through the use of
3 Computer Based Training modules.

4
5 Customer Contact Centre staff will receive training prior to taking calls from Customers
6 regarding Fixed-Rate Gas Commodity Services. Refresher training will be conducted on
7 all Customer Contact Centre staff as may be necessary to maintain a high level of
8 service to Customers.

9
10 The script and subsequent changes of Frequently-Asked-Questions will be created by
11 the Corporation and will be submitted to the PUB for approval prior to its use.

12
13 The creation of the script and the use and application of the script will be the
14 responsibility of the Director, Sales/Marketing & Product Development. The application
15 and monitoring of the use of the scripts will be performed by Customer Contact Centre
16 supervisory and management personnel.

17
18 **11. Provision of Fixed-Rate Gas Commodity Service Information**

19
20 Employees and agents involved in the marketing and sales of Fixed-Rate Gas
21 Commodity Service will take such steps as necessary to ensure that Customers are
22 receiving appropriate answers to their questions.

23
24 **III. PRICING OF FIXED-RATE GAS COMMODITY SERVICE**

25
26 The pricing of products offered under the Fixed-Rate Gas Commodity Service by Centra
27 will be reviewed and approved by the PUB in accordance with PUB Order 85/13.

28
29 **IV. PROTECTION OF COMMERCIALY SENSITIVE MARKETER INFORMATION**

30
31 The Corporation will have the following measures in place to ensure that Commercially
32 Sensitive Marketer Information is kept separate and not used or accessed within the

1 Corporation in any manner which would be detrimental to the competitive position of a
2 Marketer.

- 3
- 4 • Access to Commercially Sensitive Marketer Information will be restricted to staff
5 in positions within the Corporation that have responsibility for administering direct
6 purchase services, administering customer billing matters such as account
7 corrections and rebilling, and performing information systems support and
8 maintenance.

- 9
- 10 • Commercially Sensitive Marketer Information will be collected in distinct data
11 fields. Access to this information will be restricted to authorized individuals as
12 defined above through the use of cyber security controls such as user
13 passwords, login IDs and the assignment of user roles.

- 14
- 15 • Training sessions will be provided to all staff identified in the Staff Training
16 section of this Standard to ensure employee awareness and understanding of the
17 provisions of the Standard and to educate employees not to undertake any
18 activities that may violate those provisions. Employees will also be made aware
19 that violations could lead to disciplinary action.

- 20
- 21 • For management reporting purposes, Marketer information will be aggregated
22 sufficiently as to obscure the identity or specific details of any individual gas
23 purchase contract and such aggregated information will not be subject to
24 restrictions.

25

26 **V. OTHER**

27

28 **1. Customer Requests for Access to Utility Services**

29

30 The Corporation will treat all Customer requests for Utility Services in an equitable
31 manner and will not discriminate between customers based upon their selection of any
32 Gas Commodity supplier. The Corporation will accept and process all similar requests

1 for Utility Service in a manner that affords no preference based upon the Customer's
2 choice or preference in the supply of Gas Commodity service.

3
4 **2. Public Statements of Preferential Treatment**

5
6 Employees and agents of the Corporation will not state or imply that any preference or
7 favoured treatment will be available to Customers in respect to Utility Services as a
8 consequence of the Customer entering into a contract with the Corporation for any
9 Fixed-Rate Gas Commodity Service.

10
11 **3. Annual Information Notice**

12
13 No earlier than the first day of September and no later than the fifteenth day of
14 September of each year, the Corporation shall provide Small Volume Customers who
15 are under contract and their cooling off period has expired with an annual information
16 notice in the form approved by the PUB from to time.

17
18 **VI. COMPLAINT MECHANISM AND DISPUTE RESOLUTION**

19
20 **1. Complaint and Dispute Resolution**

21
22 In the event that a Customer or stakeholder expresses dissatisfaction with the manner in
23 which the Corporation is providing Fixed-Rate Gas Commodity Service and/or
24 Marketer-related direct purchase administration services, and if that dispute cannot be
25 resolved through verbal explanation, then the Customer or stakeholder may pursue the
26 matter further by formally making a Complaint. Such Complaints shall be submitted in
27 writing to the Corporation.

28
29 The Corporation will take reasonable steps to investigate the Complaint and will make
30 best efforts to provide a written response to the Applicant no later than sixty (60) days
31 from the date of receipt of the Complaint. A copy of all correspondence between the
32 Corporation and the Complainant will be forwarded in confidence to the attention of the

1 Executive Director of the PUB.

2

3 If a reasonable solution cannot be reached between the Corporation and the
4 Complainant, the Complainant may bring the Complaint before the PUB for resolution.

5

6 **2. Recording and Tracking of Complaints**

7

8 Complaints received by the Corporation will be directed to Sales/Marketing & Product
9 Development

10 for documentation and resolution. Staff will be required to forward all Complaints
11 to the Marketing Specialist or their designate to administer these matters.

12 To ensure that all Complaints are being documented and handled appropriately and
13 uniformly, a centralized Customer Complaint registry will be maintained. This registry
14 will document Complaints about the program and/or employees or agents along with the
15 steps undertaken to resolve the issue.

16 This registry will capture the following information on any Complaint:

17

- 18 • Name of Complainant
- 19 • Date Received
- 20 • Nature of Complaint
- 21 • Remediation Provided
- 22 • Date of Remediation Correspondence
- 23 • Status of Complaint (Active or Resolved)

24

25 **VII. COMPLIANCE**

26

27 The following control measures will be in place to ensure and demonstrate compliance
28 to all requirements in the Standard of Conduct:

29

30 **1. Compliance Monitoring and Review**

31

32 Employees associated with both the Fixed-Rate Gas Commodity Service and the provision

1 of Marketer-related direct purchase administration services are expected to be aware of
2 their responsibilities and report any non-compliance issues to their direct supervisors.

3
4 Line Management of the various functional areas will be responsible to take all actions
5 necessary to ensure and demonstrate compliance to all requirements within their area of
6 responsibility. Actions include developing and implementing processes and systems,
7 providing training, testing effectiveness, taking corrective action, and documenting
8 results to demonstrate compliance.

9
10 The independent Gas Supply Middle Office will perform periodic, and not less than
11 annual reviews to assess the adequacy of measures in place to ensure and demonstrate
12 compliance to all requirements in the Standard of Conduct. The assessments will review
13 all sources of information considered necessary to form an opinion on the adequacy of
14 control measures. Information that will be reviewed includes employee training
15 processes, selected telephone tapes of communications with customers, physical and
16 cyber access controls to sensitive information, the management of customer complaints
17 and disputes, management reporting and compliance practices. Non-compliance issues
18 and other areas of concern will be documented and discussed with management for
19 corrective action.

20
21 **2. Corrective Action**

22
23 Line management are responsible to determine the root cause of non-compliance
24 issues, develop action plans to address, and ensure that corrective actions are carried
25 out appropriately.

26
27 Corrective actions will depend on the nature of the non-compliance issue. The
28 Corporation will take steps to address the issue and modify processes so that the
29 deficiency will not re-occur.

30
31
32

1 **3. Reporting Requirements**

2

3 At minimum, the Corporation will prepare an annual report on compliance to the
4 Standard of Conduct, and will provide a copy to the PUB and registered Marketers for
5 their information.

6

7 Any non-compliance issues that may harm a competitor's competitive position will be
8 reported to the PUB as soon as reasonably possible, but no later than sixty days after
9 the issue is identified. Minor instances of non-compliance which do not harm a
10 competitor's competitive position will be reported with the annual report on compliance.

11

12 Centra will maintain an internal list of positions within the Corporation authorized to
13 access Commercially Sensitive Marketer Information, which will be forwarded to the
14 PUB and Marketers whenever it is amended.

15

16 The Corporation will also append the list positions authorized to access Commercially
17 Sensitive Marketer Information to its annual Standard of Conduct Compliance Review
18 report.

19