

**Company ABC**  
**Marketing Training**  
**and**  
**Quality Assurance Program**

**Dated:**

# Company ABC Marketing Training and Quality Assurance Program

## I. Introduction

The goal of **Company ABC** is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Company ABC** in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with **Company ABC** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The **Company ABC** Marketing Training and Quality Assurance Program (“Program”) provides the requisite training and review standards that will govern the operation of **Company ABC**’s marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by **Company ABC**, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

## II. Training of Employee Representatives

- A. All individuals hired by **Company ABC** to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
  - 1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the **Company ABC** and the local distribution utility (“LDU”).

2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
  3. Knowledge of other applicable laws, rules and regulations;
  4. Information concerning the products and services offered by **Company ABC**, including details of **Company ABC**’s rates, payment options, agreement terms, and the customers’ right to cancel, including the applicability of any early termination fee;
  5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers; and
  6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Company ABC**’s mechanisms for handling billing questions, disputes, and complaints.
  7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by **Company ABC**.
  2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Company ABC**.
  3. The representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the marketer makes his or her sales presentation.

4. In the case of in-person marketing, display the **Company ABC** photo-ID.
5. The representative should never represent that the **Company ABC** marketing representative is an employee or representative or acting on behalf of a distribution utility.
6. The representative should always cover the subjects listed in the Customer Disclosure Statement.
7. The representative must adhere to the standards applicable to each type of marketing approach.

**Company ABC** will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

### **III. Quality Assurance Program**

**Company ABC** will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with **Company ABC's** best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

#### **A. In-House Telemarketing**

1. **Company ABC** will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.

4. The representative will be provided with current accurate data concerning the products and services offered by **Company ABC**.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. **Company ABC** will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by **Company ABC** or an automated voice verification system owned and operated by **Company ABC**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with **Company ABC** or to continue or modify the service they receive from **Company ABC**.
7. **Company ABC** will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Company ABC** will work with the representative to address any identified deficiency. **Company ABC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Company ABC's** quality control standards.
8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Company ABC** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Company ABC** counsel and submitted to the NYS Department of Public Service (Department).
9. **Company ABC** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

## **B. Electronic and Internet Marketing**

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Company ABC** or to continue or modify the service they receive from **Company ABC**.
2. The ESCO Consumer Bill of Rights should be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.

3. The website will incorporate the matters listed in the Customer Disclosure Statement.
4. The website will include the latest product offers available from **Company ABC**.
5. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10.
6. Within 3 business days of final agreement to initiate service, **Company ABC** will send an electronic confirmation notice to the customer at the customer's e-mail address.
7. **Company ABC** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

### **C. Door-to-Door Marketing (DTD)**

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of **Company ABC** and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the **Company ABC** photo-ID; provide a copy of the ESCO Consumer Bill

of Rights; the salesperson shall inform the customer that he/she represents **Company ABC**, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding **Company ABC's** products and services immediately upon request which shall include **Company ABC's** name and telephone number for inquiries, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.

5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Sections 5, Attachment 3 A-B and Section 10: and Sections 426-431 of the NYS Real Property Law.
7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with **Company ABC's** standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third party verification companies hired by **Company ABC** or an automated voice verification system owned and operated by **Company ABC**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Company ABC** or continue or modify the service they receive from **Company ABC**. **Company ABC** will design and review the script used for such DTD verification.
10. **Company ABC** will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and

advised that he /she may be terminated if the deficiency is not immediately corrected. **Company ABC** will work with the representative to address any identified deficiency. **Company ABC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Company ABC's** quality control standards.

11. **Company ABC** will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Company ABC** will work with the representative to address any identified deficiency. **Company ABC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Company ABC's** quality control standards.
12. **Company ABC** will design and review the marketing script and verifications to be used for all DTD sales solicitations.
13. **Company ABC** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Company ABC**.
14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Company ABC** that contains the **Company ABC** logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the **Company ABC** photo-ID.

#### **D. In Person Marketing (other than DTD)**

1. **Company ABC** will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by **Company ABC**
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.

4. **Company ABC** will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Company ABC** will work with the representative to address any identified deficiency. **Company ABC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Company ABC's** quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Company ABC** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Company ABC** counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.
6. **Company ABC** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the **Company ABC** photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

#### **E. Direct Mail Marketing**

1. **Company ABC** will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. **Company ABC** will employ direct mail solicitations that are consistent with the UBP and applicable law.

#### **F. External Marketing**

This section outlines the procedures applied by **Company ABC** where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of **Company ABC**.

1. **Company ABC** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **Company ABC**.
2. **Company ABC** will require the provision of at least two references.
3. **Company ABC** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. **Company ABC** will provide the vendor **Company ABC's** written training materials.
5. **Company ABC** will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **Company ABC**.
7. Vendors retained by **Company ABC** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. **Company ABC** will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

#### **IV. Dispute Resolution Process**

**Company ABC** will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When **Company ABC** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of

receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.

3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, **Company ABC** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. **Company ABC** will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, **Company ABC** will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

## **V. Document Retention**

**Company ABC** will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

## **VI. Modification**

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.