

Dear :

We are in receipt of a complaint from \_\_\_\_\_ of \_\_\_\_\_, a copy of which I have enclosed herewith, regarding an alleged “verbal” contract with your company. As you likely know all guaranteed and fixed price fuel oil and propane contracts must be in writing as required by Conn. Gen. Stat. §16a-23n(a) which provides in relevant part:

*A contract for the retail sale of home heating oil that offers a guaranteed price plan, including fixed price contracts and any other similar terms, shall be in writing and the terms and conditions of such price plans shall be disclosed. Such disclosure shall be in plain language and shall immediately follow the language concerning the price or service that could be affected and shall be printed in no less than twelve-point boldface type of uniform font.*

Connecticut’s Uniform Electronic Transaction Act (“UETA), General Statutes § 1-260 et seq., allows records and signatures to be “in electronic form.” However, section 1-273(a) of UETA specifies that “if another law . . . requires a record to . . . contain information that is formatted in a certain manner . . . [t]he record shall contain the information formatted in the manner specified in the other law.” Therefore, the disclosure of terms and conditions verbally cannot satisfy section 16a-23n which requires the disclosure of terms and conditions to be in “no less than twelve-point boldface types of uniform font” and such a type-face requirement is clearly not consistent with an orally recorded contract.

Additionally, the Federal Electronic Signatures Act (“ESIGN”), 15 U.S.C. § 7001 et seq, which allows for oral agreements, contains an exception to the definition of an electronic record in the context of consumer disclosures. In 15 U.S.C. § 7001(c)(6), ESIGN provides: “[a]n oral communication or a recording of an oral communication shall not qualify as an electronic record for purposes of [consumer disclosures] except as otherwise provided under applicable law.” Therefore, under ESIGN recordings of oral communications do not satisfy the requirement of written consumer disclosures pursuant to section 16a-23n.

Therefore, since the requirement of a written contract in section 16a-23n(a), which includes consumer disclosures, cannot be fulfilled with a recording of an oral communication we expect that you will release the complainant from any obligation to your company or renegotiate a new contract in compliance with the law.

Truly,

Thomas J. Saadi  
Assistant Attorney General