

October 5, 2026

M12972 – Rebuttal to NS Power September 8 response

Hi Lisa,

The following is my reply to NS Power's response of September 8, 2026 in Matter M12972. It is filed within the time set by the Board. I do not dispute NS Power's position on the outstanding billing amount. My limited concession and the remaining issues are set out below.

File correction

Exhibit G is internally headed "Exhibit H." My Cover Letter page 4 lists it as Exhibit G, but the first page of the document itself reads "Exhibit H Compliance Letter to the Office of the Privacy Commissioner of Canada." It should have read "Exhibit G Compliance Letter to the Office of the Privacy Commissioner of Canada." The document itself is unchanged; the heading is a labelling error only.

Index - M12972 – Rebuttal to NS Power September 8 response

1. Limited concession and remaining issues
2. Omissions and errors in NS Power's account of the record
3. My security objection was not a preference
4. NS Power's June 29 note, and why I did not reply on June 18
5. The delays in this matter were not mine
6. My complaint was not two allegations

Item 1 — Limited concession and remaining issues

I do not dispute NS Power's position on the outstanding billing amount. I made a mistake and I will no longer pursue the billing-credit request in Item 1 of my July 12, 2026 complaint. I will be paying the outstanding amount of \$654.66 within a reasonable time period.

This concession is limited to the billing-credit issue. It does not withdraw or concede the remaining issues in my complaint:

1. NS Power's handling of my complaint.
2. Whether the conduct described in my complaint reflects a broader systemic failure in complaint handling and internal accountability.

3. The absence of a secure channel through which customers could submit personal account information following the 2025 breach.

4. NS Power's acknowledged breach and remediation commitments.

5. My request for a written copy of the Board's final decision, findings, and any recommendations or directions.

6. The Dispute Resolution Officer's closure of my file.

I ask the Board to consider these remaining issues on the record. If the Board requires further information from NS Power on any of them, I ask that the Board issue the appropriate Information Request or other direction.

I do not seek access to NS Power's separate confidential business information. If NS Power considers information actually confidential, I ask that it not be provided to me unless the Board determines that I require access to it. I ask that any response to me separate ordinary substantive answers and my own information from any NS Power material claimed to be confidential.

Item 2 — Omissions and errors in NS Power's account of the record

A. NS Power's chronology begins a month late, and misdates my emails

NS Power's summary of events at page 1 begins on May 26, 2026. It states: "May 26, 2026 – NS Power received two emails from [redacted] in which Mr. Nickerson requested to provide supporting information through a password-protected ZIP file."

Those two emails were not received on May 26. The first was sent on May 4, 2026 (Exhibit D, page 2) and the second on May 9, 2026 (Exhibit D, page 3). May 26, 2026 is the date of NS Power's own reply to them (Exhibit D, page 7).

The following events precede NS Power's chronology entirely and are not mentioned anywhere in its response:

1. April 23, 2026 — my first contact, sent through my NS Power online account, setting out the disputed credit and my hearing impairment (Exhibit D, page 1).

2. May 4, 2026 — NS Power's reply from Customer Care requesting my account number, full name and civic address, and my same-day reply proposing a secure method. That reply was sent to a no-reply address, which was not identified as such in NS Power's email (Exhibit D, page 2).

3. May 9, 2026 — my resent proposal, which drew only an automated reply directing me to the telephone (Exhibit D, pages 3 and 4).

4. May 18, 2026 — my request that the matter be escalated, having had no human contact since May 4 (Exhibit D, page 5).

NS Power's description of what I proposed is incomplete. I did originally offer to send a ZIP file, on April 23, 2026, as a way of reducing the size of the attachments (Exhibit D, page 1), and it remained the attachment in my later proposal. What NS Power's description omits is the method I proposed for sending it. On May 4 and again on May 9, 2026 I proposed sending the files by Proton encrypted, password-protected email, with the password sent to NS Power separately through my signed-in NS Power online account rather than by ordinary email (Exhibit D, pages 2 to 4). The password protection was on the transmission, not on the ZIP file itself. By May 31, 2026 I had abandoned the ZIP format entirely: "I can send the email without using a ZIP file. I originally suggested a ZIP only as a way to reduce the size for convenience" (Exhibit D, page 8), and "I will send the standard (not zip) Excel file, PDF file and JPEG files" (Exhibit D, page 9).

That proposal was consistent with the position I have taken throughout. My objection has never been to email itself, but to sending personal information unencrypted through a public email provider that holds the decryption keys, which is the specific risk identified in Exhibit E.

On NS Power's own source material, I note that its Confidential Attachment 1 comprises three pages, carrying three dates: May 26, 2026, June 18, 2026 and July 29, 2026. My April 23 and May 18 contacts were made through the MyAccount facility and appear nowhere in it. Why did NS Power not provide the notes for those dates? I request that the Board ask NS Power to produce those notes to the board to provide complete context.

B. Matter number M13034

The email transmitting NS Power's response on September 8, 2026 carried the subject line "M13034 - Nickerson DRO Appeal - Response," and the attachment filename also referred to M13034. The letter itself is correctly headed M12972.

I accept the Board's confirmation of September 17, 2026 that "There is no document relating to you that has been filed or posted under M13034," and I consider the question of posting resolved.

I ask NS Power to explain how the incorrect matter number came to be applied to the transmittal and the filename, so that the record is complete.

Item 3 — My security objection was not a preference

At page 5 NS Power states: "While NS Power understands Mr. Nickerson's preference for an alternative secure electronic channel, no such channel was available for the exchange of account information during the period in question. NS Power will note the request for an alternative secure communication channel as a potential area for future improvement."

- A. What I raised was not a preference. It was a written objection, stated at the time, grounded in a published federal cyber security standard.

- B. On June 11, 2026 I wrote: "I recently came across the Canadian Centre for Cyber Security's Email Security Best Practices (ITSM.60.002), published August 2025... The document specifically states that when using a public email service provider such as Gmail or Outlook, TLS will protect the email as it transits the internet, but the service provider can access all emails once they reach its servers. It further recommends that where sensitive information is involved, a secure web portal is the more appropriate method of transmission." (Exhibit D, page 16). That publication is filed as Exhibit E to my complaint.
- C. In the same email I set out the specific, realized harm behind the objection: "shortly after the NS Power breach was announced, the email address associated with my NS Power account began receiving a noticeable increase in unsolicited emails, and my computer was subsequently compromised." (Exhibit D, page 16)
- D. The objection was also specific as to what I would and would not accept. On June 10, 2026 I wrote: "I have no issue sending information, or having Teri send my information to Don and the DRO, provided it is encrypted both in transit and during rest." (Exhibit D, page 14)
- E. Please note that NS Power's own material confirms the basis for the objection rather than contradicting it. The header of page 1 of NS Power's Confidential Attachment 2 to this response carries NS Power's own automatic warning against the very channel through which my account information was to be transmitted: "Exercise Caution - This is an external email from: nspdisputeresolution@gmail.com. Beware of links or attachments from external sources. If you are unsure, click 'Report Email' to submit for review."
- F. The scale of the risk is also a matter of NS Power's own record. In its Compliance Letter to the Office of the Privacy Commissioner of Canada signed March 18, 2026, NS Power states that approximately 375,000 current customers and approximately 540,000 former customers were affected by the 2025 breach, and that the compromised personal information "included names, phone numbers, email addresses, mailing addresses, dates of birth, customer account histories (including customer payment/billing/credit history/bank account numbers), driver's license numbers, and social insurance numbers" (Exhibit G, page 3).

These distinctions and definitions are important. Framing objections as a “preference” is misleading and incorrect. I ask the Board to note that my position throughout was a stated objection with documented grounds, made at the time, and identifying what would resolve it. Characterizing it as a preference does not reflect the record.

Regarding NS Power’s statement of: “NS Power will note the request for an alternative secure communication channel as a potential area for future improvement.”

This statement deserves specific attention on its own. It is difficult not to see this as anything but a patronizing and condescending answer.

First, it is not a “request”. It is a formal complaint, a complaint which had started with NS Power Customer care, DRO, and then to NSEB.

Second, the issue of information security, which is one of the main complaints in this matter, is still being downplayed, almost dismissed with a wave of the hand really, by NS Power as “alternate”, “potential” and “future improvement.” Interesting. One has to wonder about that type of attitude. This is not indicative that any changes will be made, either now or in the future. That should be concerning to the Board.

Third, considering the size of the breach, the number of Nova Scotians affected, and over 1.5 years has passed, making such a brush-off statement at the present time shows the problems are still not being addressed in my opinion. That affects all Nova Scotians.

Item 4 — NS Power's June 29 note, and why I did not reply on June 18

At page 3 NS Power records: "June 29, 2026 – An NS Power representative noted in the account records that they had been monitoring for a response from Mr. Nickerson but had not received any further information or documentation."

Without the surrounding context, the note is only accurate when viewed in isolation. It was singled out.

However, it does not record the June 10–18 communications, including my stated security objection, my June 11 alternative, the June 17 follow-up, the DRO’s closure, or the June 18 direction to bring the matter to the Board. The inference that I had stopped participating is not accurate. The reason I sent nothing further is documented in NS Power's own attachments and in Exhibit D.

1. On June 10, 2026 NS Power told me there was no secure means of sending my information: "The email addresses for both NS Power and the DRO are the available options to send and receive account information. There are no other secure portals that are used and your account information would be sent as attachments." (Exhibit D, page 15)
2. On June 11, 2026 I declined consent to that method on stated grounds and proposed an alternative that required no transmission of personal files to an outside party. That proposal received no response from NS Power or from the Dispute Resolution Officer. (Exhibit D, page 16)
3. On June 17, 2026 I followed up, having had no reply for 6 days. The same day the Dispute Resolution Officer closed his file. (Exhibit D, page 17)
4. On June 18, 2026 I disputed the closure. The Dispute Resolution Officer confirmed it and advised me to bring the matter to the Board: "Another option may be that you ask the NSEB to

address your dispute/complaint. Consent for their involvement is not required." (Exhibit D, page 19)

NS Power's reference at page 3 to its June 18, 2026 message must be read in that context. Yes, that message confirmed which file formats NS Power could accept, "Yes, we accept the other files types, including Excel, PDF and JPEG" (Exhibit D, page 19).

But, and this is important, it belatedly answered a question I had asked a full eighteen days earlier, on May 31, 2026 (Exhibit D, page 8). At this point it was no longer relevant whatsoever under the then current circumstances. I did not receive this reply until a few hours after the DRO closed his files. That timing is relevant. I had already decided to move on to the NSEB process, as it was clear the DRO option was exhausted.

Expecting someone to act on an email that was received 18 days late, was circumstantially irrelevant, and after the situation had already moved to the next level is a poor argument. Equally important, even if I did reply to it, it was a dead end. It still did not answer the question that was actually preventing resolution, which was how my information could be sent securely.

Simply put, that email was the very last gasp of the DRO process that had clearly ceased to work, and arrived after the new NSEB process was going to be starting. There was no valid reason for me to engage with a dead issue at that point.

Accepting a file format is not a method of transmission. One has nothing to do with the other.

The message asked me to email the information, on the same unencrypted channel I had declined in writing on June 11, on grounds NS Power had not addressed.

Nothing in it offered a secure means of delivery, and nothing in it responded to the alternative I had proposed seven days earlier, which would have avoided transmitting my personal files to an outside party.

NS Power's own account record confirms this. Its Confidential Attachment 1, page 2 of 3, contains two entries by the same representative. The first, dated June 18, 2026, records that a reply was sent advising that JPEG, PDF and Excel documents were accepted, and that "once received will have 24x7 Team PS/Billing respond." The second, dated June 29, 2026, records "I've been checking but we have not received anything back from him."

Taken together with the advice I had been given on June 10, 2026 that "There are no other secure portals that are used," these entries show that the only route offered for providing my files was the single channel I had declined in writing on stated security grounds on June 11, 2026. No alternative was offered, and my proposal of June 11 that would have avoided transmitting my personal files to an outside party received no response.

I want to be very clear: I did not abandon the process.

I took the step I had just been advised to take by the DRO, and filed my complaint with the Board on July 12, 2026. I did so after looking at the lack of progress that was being made up to that time, which can be seen in the records of communication. It did not seem reasonable to remain mired and continue using a process that was clearly not working. I moved on to the next step.

Again, as page 3 NS Power records: "June 29, 2026 – An NS Power representative noted in the account records that they had been monitoring for a response from Mr. Nickerson but had not received any further information or documentation."

In my opinion, I find that portrayal to be disingenuous and self-serving. This is a poor attempt by NS Power to reframe the narrative away from the larger proper context. They are taking a more complex situation and reducing it down to one simple misleading presentation of what happened as a whole to suit themselves, and I believe the record will show this.

I ask the Board to note that between June 11 and June 29, 2026 the outstanding question was how my information could be sent securely, I had put an alternative in writing, and neither NS Power nor the Dispute Resolution Officer replied to it.

Item 5 — The delays in this matter were not mine

NS Power's chronology at pages 1 to 3 records only its own receipt dates and does not record the intervals between them, or their cause. The record shows the following.

1. April 23, 2026 — I made first contact through my NS Power online account. The automatic acknowledgment stated: "Our representative will contact you soon." (Exhibit D, pages 1 and 2)
2. May 4, 2026 — NS Power's first human reply, eleven days later, asked me to "send the file as well as providing us with your Account Number, Full name on the account and the civic address associated with your account." (Exhibit D, page 2)
3. May 4, 2026 — I replied the same day with a proposed secure method. That reply went to a no-reply address. NS Power's email did not identify it as a no-reply address. (Exhibit D, page 2)
4. May 9, 2026 — Having discovered the problem myself, I resent the proposal to home@nspower.ca. The only response was automated: "While many of our internal systems have been restored, our response time to email inquiries may still be delayed." It then directed me to the telephone. (Exhibit D, pages 3 and 4)
5. May 18, 2026 — At this point, with no human contact since May 4, I was concerned with the service I was receiving to solve a problem, (no-reply addresses, automated responses. Lack of engagement) and I asked for the matter to be escalated. (Exhibit D, page 5)
6. May 26, 2026 — NS Power replied, eight days after my escalation request and seventeen days after my resent proposal. This is the first entry in NS Power's chronology. (Exhibit D, page 7)

7. May 31, 2026 — I replied the same week, answering the ZIP issue, offering alternative file formats, and putting a series of direct questions. (Exhibit D, pages 8 and 9)

8. June 18, 2026 — NS Power answered one of those questions, eighteen days later. (Exhibit D, page 19)

On the ZIP file specifically: on April 23, 2026 I told NS Power "I have this in a ZIP file which I can email to you" (Exhibit D, page 1). On May 4, 2026 NS Power asked me to "send the file" (Exhibit D, page 2). NS Power first told me it could not accept ZIP files on May 26, 2026, twenty-two days later (Exhibit D, page 7). The restriction was NS Power's own, disclosed to me only in the footer of an automated reply: "Emera will not accept email larger than 50MB or emails containing high risk attachments like ZIP, EXE or others that could contain viruses." (Exhibit D, page 5)

From April 23 to June 18, 2026 is fifty-six days. The chronology records my responses on May 4, May 9, May 18, May 31, June 9, June 10, June 11, June 17, and June 18, 2026. The delays recorded include an eleven-day wait for first contact, a reply sent from an unmarked no-reply address, an automated response directing me to a telephone I cannot adequately use, a seventeen-day silence following my resent proposal, and an eighteen-day wait for a single answer.

Again, I strongly question NS Power's framing of their answers. I ask the Board to note that NS Power's chronology begins at the point where NS Power first replied substantively, and omits the period in which the delay occurred.

Item 6 — My complaint was not two allegations

At page 1 NS Power describes my complaint as follows: "Mr. Nickerson alleges that NS Power owes him a billing credit of \$635.22 and that NS Power did not adequately address his concerns after he requested a secure method for transmitting personal account information."

My complaint of July 12, 2026 set out seven numbered requests in my Cover Letter, with the supporting basis for each in Section 3 of my Statement of Complaint, in the same order. I no longer pursue the billing-credit request. The remaining requests and NS Power's treatment of them are as follows:

1. NS Power's handling of my complaint — more than eight direct questions put on May 31, 2026, of which only one was answered on June 18, and the suggestion that I use Facebook, X or Instagram, none of which are secure portals for personal information transfer.

NS Power records the social media suggestion at pages 1 and 2. It does not address the unanswered questions or the delay.

2. A pattern of systemic failure rather than isolated error — inconsistency between agents, failure to engage with a workable alternative, and a pattern of non-response, most notably to my June 11, 2026 proposal.

NS Power lists that proposal in its chronology at page 2 and does not say what was done with it. The issue is otherwise not addressed.

3. Failure to provide a secure transmission channel following its own 2025 breach, and whether continued reliance on unencrypted email and social media meets NS Power's obligations to protect customer information.

NS Power answers only the question of availability, at page 5. It does not address its obligation or risk.

4. NS Power's own acknowledged breach and remediation commitments, as set out in its Compliance Letter to the Office of the Privacy Commissioner of Canada signed March 18, 2026, set against its conduct during this dispute.

NS Power's response does not mention the Compliance Letter, the Privacy Commissioner, or any remediation commitment at any point.

5. A written copy of the Board's final decision by email. This request is directed to the Board and not to NS Power.

6. The Dispute Resolution Officer's closure of his file on the stated ground that I failed to provide consent, and whether conditional consent grounded in documented security concerns should have been treated as a refusal to participate.

This is false. I gave conditional consent and that was based on adequate security measures being provided by NS Powers and the DRO. I did not fail to give consent. They failed to provide security for information transfer.

NS Power summarizes my position at page 3 but takes no position of its own on the question.

I also requested, and repeated in writing on three occasions to NS Power and once to the Dispute Resolution Officer, that all communication be by email because I am hearing impaired. NS Power's response does not mention this.

Of the six issues that remain after my limited concession on the billing-credit issue, one is for the Board rather than NS Power. Of the five remaining issues directed to NS Power, two are answered in part and three are not engaged at all.

Thank you,

David