

## Your Rights as a Customer

AmeriPower provides electricity service without discrimination as to a customer's race, nationality, color, religion, sex or marital status. As a retail customer in the State of Texas, you are entitled to the following Customer Protection Rights pursuant to the Rules of the Public Utility Commission of Texas (PUC). These Rights apply to all residential and small commercial customers served by AmeriPower as a certified Retail Electric Provider (REP) in Texas. A complete copy of the PUC's Customer Protection rules is available on the PUC's Web site at <http://www.puc.state.tx.us/rules/subrules/electric>.

### Reporting Outages:

In the event of an outage in your area please call your Transmission Distribution Service Provider (TDSP):  
Oncor Electric Delivery (888) 313-4747  
CenterPoint (800) 332-7143 or (713) 207-2222  
AEP (WTU & CP&L) (866) 223-8508  
TNMP (Texas New Mexico Power) (888) 866-7456  
AmeriPower Power is not liable for any service interruptions or outages, and any questions relating to your distribution lines or meters should be directed to your Transmission Distribution Service Provider (TDSP).

### Obtaining and Canceling Service

**Discounts for Low-Income Customers:** The discounted rates through the LITE-UP program were discontinued August 31, 2005 then reinstated by the Texas Legislature effective July 1, 2007. Please contact a LITE-UP Texas Representative toll free at 1-866-454-8387 (866-4-LITEUP) to learn how to qualify for this program or with any questions you may have.

A REP may waive the deposit if the customer is medically indigent. Eligibility for medically indigent status must be established annually. In order to be considered medically indigent, the customer must meet the following guidelines: (1) the customer's household income must be at or below 150% of the poverty guidelines, as certified by a governmental entity or government-funded energy assistance program provider; (2) the customer or customer's spouse must be certified by the person's attending physician (medical doctor, doctor of osteopathy, nurse practitioner, registered nurse, state-licensed social worker, state-licensed physical or occupational therapist, or employee of an agency certified to provide home health services pursuant to 42 U.S.C. §1395 et seq.) as being unable to perform three or more activities of daily living, as defined in 22 T.A.C. §218.2, OR the customer's monthly out-of-pocket medical expenses exceed 20% of the household's gross income.

### Unauthorized Change of Service Provider or

**"Slamming":** A REP must obtain your verifiable authorization before switching your electric service. If you believe your service was switched without your authorization, request that the REP provide a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. You may also file a complaint with the PUC. Upon receipt of a complaint filed with the PUC and determination that service was switched without proper authorization, the REP must attempt to return you to your original REP within 3 days and cease any collections activities related to the

switch until the complaint has been resolved by the PUC. If the PUC determines your service was switched without authorization, the REP must cancel all unpaid charges. Within 5 business days of your request, the REP must pay all charges associated with returning you to your original REP. Within 30 days of your request, the REP must refund to you any amounts paid in excess of the charges that would have been imposed by your original REP.

**Cancellation of Service Without Penalty:** You may cancel your contract with your REP without penalty within 3 federal business days (includes Saturday) after you receive your Terms of Service. For details on how to cancel your service, see your Terms of Service. Customer's right of cancellation does not apply when a customer is transferred to the Affiliated REP for non-payment. You may also terminate your agreement with your REP without penalty if you move or your REP notifies you of a material change in the terms and conditions of service as stipulated in the Terms of Service. Notice will not be issued for changes that benefit a customer (i.e., price decreases) or changes that are mandated by a regulatory agency.

### Billing Issues

**Unauthorized Charges or "Cramming":** Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. If you believe your bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate or disconnect your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded or credited. You may request all billing records under the REP's control related to any unauthorized charge within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

### Deferred Payment Plans and Other Payment Arrangements:

If you cannot pay your bill, call your REP immediately. Your REP may offer a short-term payment arrangement that allows you to pay after your due date, but before your next bill is due. A deferred payment plan allows a customer to pay any outstanding bill in installments beyond the due date of the next bill. If you receive service from an Affiliated REP or Provider of Last Resort (POLR), it must offer you a deferred payment plan unless you have received more than 2 termination/disconnection notices during the past 12 months or you have been their customer for less than 3 months and do not have sufficient credit or payment history with another

REP. REPs must offer deferred payment plans for bills that are due during an extreme weather emergency and to underbilled customers. A deferred payment plan may include a 5% penalty for late payment but, the POLR may not charge a late fee. If you do not fulfill the terms of the payment arrangement or deferred payment plan, a REP may terminate service and an Affiliated REP or POLR may disconnect service. For details on these programs, see your Terms of Service or contact your REP. REPs must also offer level or average payment plans.

**Meter Testing:** You may request from your REP 1 meter test every 4 years at no cost to you. If you request more than 1 test every 4 years, and the meter is functioning properly, then you may be charged for the additional meter test(s) at the rate approved for your Local Distribution Company (LDC). The LDC or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

#### **Contract Termination**

**Termination of Service:** Customers receiving service from REPs other than Affiliated REPs or POLR are subject to having their contract terminated for non-payment. If your REP is an Affiliated REP or POLR, please see the "Disconnection of Electric Service" section of this booklet. Otherwise, your REP can terminate your contract if your payment for electric service is not received by the due date on your bill. If you do not obtain service from another REP, you will be transferred to the Affiliated REP in your area. Your current REP will mail you a separate Termination Notice no earlier than the first day after the date your bill is due. The termination date will be 10 days from the date the notice is issued and may not fall on a holiday or weekend. If payment is received, or satisfactory payment arrangements are made, prior to the date of termination on the Termination Notice, your current REP will continue to serve you under the Terms and Conditions of service in effect prior to issuance of the Termination Notice. Your REP cannot terminate your contract for any of the following reasons: (1) failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household; (2) failure to pay any charge unrelated to electric service; (3) failure to pay a different type or class of electric service not included on the account's bill when service was initiated; (4) failure to pay under-billed charges that occurred for more than six months (except theft of service); (5) failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination; (6) failure to pay charges arising from an under-billing due to faulty metering (unless the meter was tampered with); or (7) failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the local distribution company is unable to read the meter due to circumstances beyond its control. Additionally, your REP may not terminate your contract: if your REP receives notification by the termination date that an energy assistance provider will be forwarding sufficient payment on your account; or for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency. Availability of Provider of Last Resort (POLR): If your electric service is terminated, you may obtain services from another REP or

the POLR. If your service is terminated for non-payment of electric service charges, and you do not obtain service from another REP, your electric service will be transferred to the affiliated REP in your service area. If your REP terminates your service for any other reason, you may request service from the POLR in your service area. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

#### **Disconnection of Electric Service**

**Disconnection of Service:** The PUC has provided that, under certain dangerous circumstances (such as unsafe electric line situations), any REP may authorize your Local Distribution Company (LDC) to disconnect your electric service without prior notice to you. Additionally, the Affiliated REP in your service area or the POLR may seek to have your electric service disconnected for any of the reasons listed below: (1) failure to pay a bill owed to the Affiliated REP or the POLR, or to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made with the Affiliated REP or the POLR; (3) using service in a manner that interferes with the service of others or the operations of non-standard equipment; (4) failure to pay a deposit required by the Affiliated REP or the POLR; or (5) failure of the guarantor to pay the amount guaranteed when the Affiliated REP or the POLR has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service. Prior to disconnecting your service, the Affiliated REP or the POLR must provide you a Disconnection Notice. This notice must be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend or the day preceding unless their personnel are available to take payments and service can be reconnected. The Affiliated REP or the POLR may not seek to have your electric service disconnected by your LDC for any of the reasons listed under the Termination of Service portion of this document. Additionally, the Affiliated REP or the POLR may not disconnect your electric service: if it receives notification by the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account; for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or for non-payment if you inform the Affiliated REP or the POLR, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with the Affiliated REP or the POLR and have the ill-person's attending physician contact the Affiliated REP or the POLR and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

**Restoration of Service:** If your service has been disconnected by the Affiliated REP or the POLR for non-payment, the Affiliated REP or the POLR will, upon satisfactory correction of the reasons for the disconnection,

notify your LDC to reconnect your service. The Affiliated REP or the POLR will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP or the POLR that you have corrected and satisfactorily resolved the dangerous situation.

### **Disputes with Your Provider**

**Complaint Resolution:** Contact your REP if you have comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC and the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination/disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may send a termination/disconnection notice for non-payment of any undisputed portion of the bill. To file a complaint with the PUC, contact the following:

Public Utility Commission of Texas  
Customer Protection Division  
PO Box 13326  
Austin, Texas 78711-3326

Or call (888) 782-8477 or, in Austin  
(512) 936-7120 (TTY (800) 735-2988)  
Fax (512) 936-7003  
Website: [www.puc.state.tx.us](http://www.puc.state.tx.us)

### **Other Protections**

**Do Not Call List:** Consumers may register their name, address, and telephone number to the statewide "Do Not Call List," which will help limit telemarketing calls to their home or business. Consumers may register for the list in 3 ways:

1. Online at <http://www.texasnocall.com> for instant registration. Utilize this easy, automated method to speed your registration. The site is available 24 hours a day, 7 days a week, 365 days a year. Online registration is now free.
2. Call toll-free 1-866-TXNOCAL(L) (1-866-896-6225) to obtain an application or to register.
3. Send a written request for an application to:

**TEXAS NO CALL**  
**P. O. Box 313**  
**E. Walpole, MA 02032**

**Language Availability:** You may request to receive information from your REP in Spanish, or any language in which you were solicited. This includes the Terms of Service Agreement, Your Rights as a Customer, bills and bill notices, termination and disconnection notices, information on new electric services, discount programs, promotions, and access to customer assistance.

**Privacy Rights:** REPs may not disclose or sell any confidential customer information, including: your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, credit reporting agencies, law enforcement agencies or LDC. Your information will be shared with other retail REPs or aggregators only with your consent.

**Special Services:** Your REP may offer special services for hearing-impaired customers and customers with disabilities. If you have a disability or require special assistance regarding your electric account, contact your REP about these special services.

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