

**Your Rights as a Customer:** As a customer of AP Gas & Electric (TX) LLC (“APG&E”), you are entitled to the Customer Protection Rules which were approved by the Public Utility Commission of Texas (“PUCT”). This document summarizes Your Rights as a Customer, which is applicable to all Retail Electric Providers (“REPs”) in Texas. You may view the PUCT’s complete set of rules by visiting [www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx](http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx). Contact information is located at the end of this document.

*Esta información es disponible en Español. Por favor llame a APG&E al 1-877-544-4857, o por correo electrónico a [customer@apge.com](mailto:customer@apge.com).*

## OBTAINING / CANCELLATION OF SERVICE

**Unauthorized Change of Service Provider or “Slamming”:** You have the right to choose your retail electric service provider (“REP”). A REP must obtain your verifiable authorization before switching your electric service. If you believe that you were switched to APG&E without your authorization, contact your chosen REP and request assistance. The affected REPs, TDU, and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUCT.

**Cancellation of Terms of Service:** As a Residential or Small Commercial (having a monthly aggregate peak demand for all ESI-IDs listed on the Agreement of less than 50kW) electricity customer in the state of Texas, you have the right to cancel your Terms of Service agreement for electric service without penalty or fee of any kind, for a period of three (3) federal business days after you have received our Terms of Service,, “Your Rights as a Customer” statement, “Electricity Facts Label”, and you accept our offer for electric service. You may cancel your service by calling or emailing APG&E using the contact details included below. You may also terminate your agreement with APG&E without penalty in the event you move to another location and provide reasonable evidence as specified in the Terms of Service; market conditions change and the agreement allows APG&E to terminate the agreement without penalty in response to changing market conditions or; APG&E notifies you of a material change in the terms and conditions of service as stipulated in the Agreement.

## BILLING ISSUES

**Unauthorized Charges or Cramming:** The inclusion of charges on your electric service bill for a product or service that you did not authorize is known as “cramming”. Before any new charges are included on your electric bill, APG&E must inform you of the product or service, all associated charges, how these charges will be applied to your electric bill, and obtain your consent for the product or service. If you believe that an unauthorized charge is on your bill, call us immediately and request an investigation of the disputed charge. APG&E will not terminate your service, disconnect your service, or file an unfavorable credit report because you have disputed or refused to pay an unauthorized charge. We will promptly investigate the matter and will complete the investigation no later than forty-five (45) days after you submit your inquiry to the disputed charge. If we conclude that you have not authorized the disputed charge, we will remove the charge from your bill and reimburse you for any prior payments relating to the unauthorized charge. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited.

You may request your account balance records under APG&E’s control related to any unauthorized charge within 15 business days after the date of the removal of the charge from your electric bill. APG&E will not re-bill you for any charges determined to be unauthorized.

If we conclude that you authorized the disputed charge, we will provide you with the documentation and evidence upon which we have based our conclusion. If you are dissatisfied with the results reached by our investigation, you may file an informal complaint with the PUCT.

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay on time, call APG&E right away. We may allow you to pay an outstanding bill after the due date, but before the due date of the next bill. If you have been under-billed by \$50 or more or your bill comes due during an extreme weather emergency, APG&E will offer a payment plan or alternative payment arrangement. APG&E offers several convenient payment plans to assist you in managing your electricity bills. Payment plans may require an initial payment or positive payment history to initiate. Please contact our Customer Service Department at 1-877-544-4857 (toll-free) for more details about the bill payment assistance program, budget payment plan, payment arrangements, or deferred payment plans.

**Financial and Energy Assistance:** Energy assistance programs are available to Customers experiencing severe financial hardship and temporarily may be unable to pay their bills. Qualified customers are eligible for rate discounts, energy efficiency programs, or other forms of financial assistance from state and federal agencies. A customer who receives food stamps, Medicaid, AFDC, or SSI from the Texas Department of Human Services ("TDHS") or whose income is not more than 150% of the federal poverty guidelines may qualify from the Texas Department of Housing and Community Affairs (TDHCA). You may contact TDHCA by emailing your question to [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us), calling 1-800-525-0657, faxing 1-800-733-5120, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941.

**Meter Testing:** As an electricity customer in the state of Texas, you have the right to request a meter test once every four (4) years at no cost to you. If you request additional meter tests within four (4) years, and a meter test is acceptable to standards approved by the PUCT, then you may be charged a fee for the additional meter test pursuant to the approved fee schedule in your local TDSP Utility's tariff. APG&E will make this request to your TDU on your behalf.

## DISCONNECTION / RECONNECTION OF SERVICE

**Disconnection of Service:** The PUCT has provided that, under certain circumstances (such as unsafe electric line situations, theft, or fraud), APG&E may authorize your TDSP to disconnect your electric service without prior notice to you.

Additionally, the PUCT will allow APG&E to request the disconnection of your electric service, after proper notice and not before the first day after the disconnection date in the notice, for any of the following reasons listed: (1) failure to pay a bill owed to APG&E or failure 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 APG&E; (3) failure to pay a deposit required (4) failure of the guarantor to pay the amount guaranteed when APG&E has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service; or (5) using service in a manner that interferes with the service of others or the operations of non-standard equipment.

Prior to disconnecting your service, APG&E will provide you with a Disconnection Notice. This notice will be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date will be 10 days from the date the notice is issued and will not fall on a holiday or weekend or the day preceding unless personnel are available to take payments and service can be reconnected.

**APG&E will not disconnect your electric service for 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 or business; (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 more than six months earlier, except theft of service; (5) failure to pay disputed charges until your REP or the PUCT determines the accuracy of the charges and you have been notified of this determination; (6) failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the TDSP is unable to read the meter due to circumstances beyond its control; (7) If we receive notification by the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account; (8) for non-payment during an extreme weather emergency; (9) for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident at the premise is a **Critical Care Residential Customer**. However, to obtain this exemption, you must enter into a deferred payment plan with the REP and have the Critical Care Residential Customer's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection 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.

If you have a **Chronic Condition Residential Customer** designation, as discussed below, you and any secondary contact listed on the PUCT approved application form will receive written notice of the REP's intent to disconnect service no later than 21 days prior to the date that service will be disconnected.

**Reconnection of Service:** If your service has been disconnected by your REP for non-payment, your REP will, upon your satisfactory correction of the reasons for disconnection, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, we will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service.

## COMPLAINTS OR DISPUTES

**Customer Complaint Resolution:** Providing and maintaining high quality customer satisfaction and convenience is APG&E's top priority. If you as a customer or applicant for service have any concerns or complaints about the electric service or charges on your bill, you have the right to make a complaint using the contact information below. To ensure your entitled quality of service, complaints submitted to APG&E may be made by letter, facsimile transmission, e-mail, telephone or in person. Your concern will be promptly investigated and addressed within 21 days of receipt. If you are not satisfied with the results of our investigation, you may request a supervisory review. APG&E will 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 have the right to file a formal or informal complaint with the PUCT or the Office of the Attorney General, Consumer Protection Division. In filing any complaints to the PUCT, please include your (1) name, (2) billing and service address, (3) telephone number, (4) name of your TDSP, (5) customer account number, (6) detail of complaint, and any other documentation that supports the complaint. The commission will review the complaint and notify you of the result of their investigation.

For a complaint involving a disputed bill, APG&E will not initiate collection activities or terminate or disconnect service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, APG&E may disconnect your service for non-payment of any undisputed portion of the bill.

## SPECIALIZED SERVICES AND OTHER PROTECTIONS

**Choice of Language:** You can request to receive information in English, Spanish, or the language in which APG&E services were marketed to you. These items include the Terms of Service, Energy Facts Label, "Your Rights as a Customer", bills and bill notices, termination notices, information on new electric services, discount programs, promotions, and access to customer assistance.

**Privacy Rights:** All REPs, including APG&E, are prohibited by law from disclosing or making available for sale any proprietary customer information. This includes 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. Your information will be shared with other REPs or customer agents only with your consent. This prohibition shall not apply to the release of your information under certain circumstances as required by law, that includes a release of your information to the PUCT, an agent of APG&E, credit reporting agencies, law enforcement agencies, the Office of the Public Utility Counsel, and the local TDU ([www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.472/25.472.pdf](http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.472/25.472.pdf)).

**Do Not Call List:** Beginning January 1, 2002, Texans may register a telephone number on the "Do Not Call List" which is available for customers who do not wish to receive telemarketing calls for electric service. If you choose to add your name to this list, REPs are prohibited from calling you to market their services. There is a registration fee, which cannot exceed \$5.00 per term, for each residential or wireless number placed on the "Electric No Call List" unless registered online. The registration fee must be paid by credit card when registering online or by telephone. When registering by mail, the fee must be paid by credit card, check or money order. Your name will remain on the "Do Not Call Lists" for five years or until you affirmatively request removal from the list, whichever occurs first. You may register for the "Do Not Call List" in three ways: online at [www.texasnocall.com](http://www.texasnocall.com), call toll-free 1-866-TXNOCAL(L) (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. Telemarketers may contact customers with whom they have an established business relationship; if the customer requests contact or to collect a debt.

**Critical Care and Chronic Condition Customers:** You have a right to apply for Critical Care Residential Customer designation if you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent on an electric-powered device to sustain life. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT approved form must be submitted by fax or other electronic means directly to the TDSP by a physician. The TDSP will notify you when such designation will expire and whether you will receive a renewal notice.

The TDSP will also notify the REP about your status. Qualification as a critical care residential customer does not relieve you of the obligation to pay the REP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact the REP immediately regarding possible deferred payment options or other assistance that may be offered.

**Availability of Provider of Last Resort (“POLR”):** A REP may not abandon electric customers in a service area without approval from the PUCT, and a REP leaving the electric market must give its customers thirty (30) days’ advance written notice of their intention to do so. As soon as you receive notification, you are permitted to shop for another REP without penalty. If your REP stops providing electric service, you will not be without power. If you do not choose a new REP during the 30-day period or your contract is not acquired by another REP, your service will automatically be changed to the POLR in your service area. The POLR will offer a regulated rate that may be higher than the price you previously paid for electric service. The POLR is also required to provide the same discounts for low-income customers as other REPS. Information about the POLR and other REPs can be obtained from the PUCT or the POLR. You may call 1-866-PWR-4-TEX or visit: [www.powertochoose.org](http://www.powertochoose.org) for more information about the default POLR in your area.

Your REP may offer special services for hearing-impaired customers and customers with disabilities. If you have a disability or require special associates regarding your electric account, contact APG&E about these special services.

**Outage Information and TDU load shedding procedures:** You have the right to information on how to report an outage and how emergency outages (load shedding) are implemented – Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies and the website for TDU procedures for implementing emergency load shedding procedures at ERCOT’s direction. These numbers and website(s) are:

| CONTACT INFORMATION   |   |
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| APG&E Contact Information:  | APG&E Entity and License #  |
| Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST<br>Phone: 1-877-544-4857 (toll free)<br>E-mail: <a href="mailto:customer@apge.com">customer@apge.com</a><br>6161 Savoy Drive, Suite 500, Houston, TX 77036<br>General Office Hours: 8am - 5pm Mon-Fri (CST)<br>Website: <a href="http://www.apge.com">www.apge.com</a>            | AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231   |
|   | AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112   |
|   | AP Gas & Electric (IL), LLC ICC Certification #12-0444  |
|   | AP Gas & Electric (TX), LLC PUCT License #10105   |
|   | AP Gas & Electric (OH), LLC PUCO License #12-541E(1)  |
|   | AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731   |
| EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.   |   |
| Utility Contact Information:  | State of Texas Contact Information:   |
| ONCOR ELECTRIC DELIVERY 1-888-313-4747<br>CENTERPOINT ENERGY 1-800-332-7143<br>AEP TEXAS NORTH and AEP TEXAS CENTRAL (WTU, CP&L) 1-877-373-4858<br>TEXAS NEW MEXICO POWER 1-888-866-7456<br>LUBBOCK POWER & LIGHT 1-806-775-2509<br><br>Load Shedding TDU Information:<br><a href="https://faq.apge.com/article/97-texas-tdu-load-shedding">https://faq.apge.com/article/97-texas-tdu-load-shedding</a> | Public Utility Commission of Texas (“PUCT”) Office of Customer Protection, P.O. Box 13326, Austin, TX78711-3326<br>Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477; TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989<br>Fax: (512) 936-7003<br>E-mail: <a href="mailto:customer@puc.texas.gov">customer@puc.texas.gov</a><br>Website: <a href="http://www.puc.texas.gov">www.puc.texas.gov</a> |