



## YOUR RIGHTS AS A CUSTOMER

American L&P, Co. REP Certificate No. 10147

Date: April 1, 2015

### PLEASE READ: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REP) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC's rules at <https://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>.

You may review the rule associated with this section, Your Rights as a Customer at <https://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.475/25.475.pdf>

For your convenience, American Light & Power's contact information, as well as contact information for the PUC and your transmission and distribution service provider (TDU) is located at the end of this document.

#### **OBTAINING AND CANCELING SERVICE**

**Unauthorized Change of Service Provider or "Slamming":** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, which is called "slamming", you should 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 PUC. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided at the end of this document. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, they must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original

REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

You may review the rule associated with this section at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.495/25.495.pdf>

**Right of Rescission:** When requesting a switch in service providers, you may rescind your Terms of Service Agreement with the new REP without any penalty or fee within 3 federal business days after you receive your Terms of Service Agreement. For details on how to rescind, please see your Terms of Service Agreement. This right of rescission does not apply if you are moving into a new service address. This right of rescission does not apply to applicants requesting a move-in, to customers whose REP transfers the customer to the POLR, or when a REP "drops" a customer to the affiliated REP for non-payment. If you do not rescind your request for service within this three federal business day period, you will be responsible for all service rendered to you at the enrollment address. If you do not rescind the contract within this 3 federal business day period, you retain the right to select another REP and may do so by contacting that REP, although you will be responsible for any charges incurred to switch your service. See your Terms of Service Agreement for details regarding canceling or terminating your contract.

#### **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, how these charges will appear on your electric bill and obtain your consent to accept the product or service. If you believe your electric 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 your electric service for nonpayment 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 3 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 credited. You may request all billing records under the REP's control related to any unauthorized charges 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. You may review the rule associated with this section at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.481/25.481.pdf>

#### **Deferred Payment Plans and Other Payment**

**Arrangements:** If you cannot pay your bill, please call your REP immediately. Your REP may offer you a payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a deferred payment plan. A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the agreement. Your REP must offer you a deferred payment plan unless you have received more than 2 termination or 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.

All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. If you do not fulfill the terms of the payment arrangement, deferred payment plan, or the level or average payment plan, your REP may terminate or disconnect your service as discussed further below. For additional details on these programs, please see your Terms of Service Agreement or contact your REP, or refer to <https://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.480/25.480.pdf>.

**Financial and Energy Assistance:** If a customer contacts their REP and indicates an inability to pay, the REP must inform the customer of all applicable payment

options and payment assistance programs that are offered by or available from the REP. An electric customer who receives food stamps, Medicaid, Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI) from the Texas

Health and Human Services Commission (TDHS) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). Call your REP for more details about discounts available for qualified low-income customers. Discounted rates may be available through "LITE-UP", the PUC's rate reduction program. Please contact a LITE-UP representative toll free at 1-866-454-8387 or go to the Public Utility Commission of Texas website at <https://puc.state.tx.us/consumer/lowincome/Assistance.aspx>

**Meter Reading and Testing:** Please contact your REP for information regarding how to read your meter. You have the right to request a meter test. Your REP may make this request to TDU on your behalf through a standard electronic market transaction. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDU. The TDU or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal of the meter.

#### **DISCONNECTION AND TERMINATION**

**Failure to Pay:** For customers who do not pay their electric bill by the due date, their REP may either "terminate" their electric service agreement or request the TDU "disconnect" the electric service, after the expiration of a required 10-day notice in accordance with PUC regulations.

**Termination of Service:** Your REP may terminate your electric service for reasons other than non-payment as specified in your Terms of Service Agreement. You may terminate your agreement with your REP without penalty in the event you move to another premise and provide a forwarding address, or your REP notifies you of a material change in the terms and conditions of service as stipulated in the Terms of Service Agreement. See your Terms of Service Agreement for other details regarding terminating your service. Your REP cannot terminate your contract for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;



- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than 6 months (except theft of service);
- 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; or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the TDU is unable to read the meter due to circumstances beyond its control.

**Disconnection of Service:** The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) a REP may authorize your TDU to disconnect your electric service without prior notice to you. Additionally, your REP may be allowed to authorize disconnection of your electric service for any of the reasons listed below:

- Failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- Failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- Failure to pay a deposit required by the REP; or
- Failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service, your REP must provide you with a written Disconnection Notice. This notice must be mailed to you separately (or hand-delivered) 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 the REP's personnel are available to take payments and service can be reconnected. If payment is received, or satisfactory payment arrangements are made prior to the date of disconnect on the Disconnection Notice, your REP will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnect Notice.

Your REP may not seek to have your electric service disconnected by your TDU for any of the reasons listed under the Termination of Service section of this document. Additionally, your REP may not disconnect your electric service:

- if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment;
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with your REP and have the ill-person'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 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.

For more information on disconnection of service refer to <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.483/25.483.pdf>

**Availability of Provider of Last Resort:** If your Retail electric provider is no longer able to serve you as a customer for any reason you may obtain services from another REP or the POLR. 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. Information about the POLR and other REPs can be obtained from the PUC at <https://puc.state.tx.us/consumer/electricity/Polr.aspx>

**Restoration of Service:** If your service has been disconnected by your REP for non-payment, your REP will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service. Your REP will continue to serve you under the Terms of Service in effect prior to issuance of the disconnect notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.



## **DISPUTES WITH YOUR PROVIDER**

**Complaint Resolution:** Please contact your REP if you have specific 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 or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill. For more information of all regulatory obligations associated with complaint resolution as it is stated within the electric rules, <https://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.485/25.485.pdf>.

### **Contact information for the PUC:**

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

Toll Free: 888-782-8477  
Fax: 512-936-7003  
TTY: 800-735-2988  
Website: [www.puc.state.tx.us](http://www.puc.state.tx.us)  
Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

**Reporting Outages:** Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. This information is included on your bill and is also provided at the end of this document for your convenience.

**Credit Reporting:** American Light & Power has every right to report a balance, that is more than thirty (30) days past due, to a third-party for collection of the unpaid balance. If you dispute any portion of the unpaid balance, you have the right to write immediately to American Light & Power, stating your name, account information, amount in dispute, nature of the disputed portion. American Light & Power will send you an accounting of your account to demonstrate the past due amount. REP agrees to work quickly and amicably to resolve such disputes as they may arise.

## **OTHER PROTECTIONS**

### **Do No Call List:** Per

<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.484/25.484.pdf> Consumers may register their name, address, and telephone number to the statewide "Do Not Call List," which will help limit telemarketing calls to your home or business. You may register for the "Do Not Call List" in three ways:

- (i) online at [www.texasnocall.com](http://www.texasnocall.com)
- (ii) call toll-free 1-866-TXNOCAL(L) (1-866-896-6225),
- (iii) write 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 initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and termination and disconnection notices in English and Spanish, or English and your designated language, if you have designated a language other than Spanish and were originally solicited in that language. For more information refer to <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.473/25.473.pdf>

**Privacy Rights:** Except as described below, REPs may not release your proprietary customer information to any other person without your consent. 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. This prohibition does not apply to the release of your information under certain circumstances as allowed by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies, or your TDU. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or TDU and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information. For more information to your privacy rights refer to <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.472/25.472.pdf>





**Special Services:** Your REP may offer special services for hearing-impaired customer and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services.

**Critical Care Customers:** If an interruption or suspension of electric service will create a dangerous or life-threatening condition, you may qualify as a "critical care residential customer." Upon your request, your REP will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to your REP. The critical care request is evaluated and approved by the TDU; however, a customer may appeal the eligibility determination to the TDU. If not satisfied with the results of this appeal, the customer may file a complaint with the PUC. If approved, the designation is valid for one year, and your REP will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve the customer of the obligation to pay the REP or the TDU for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact their REP or TDU immediately regarding possible deferred payment options or other assistance that may be offered by the REP or TDU.

**Power Outages & Emergencies (24 hours / 7 days)**

**TDU Service Territories**

|             |              |
|-------------|--------------|
| CenterPoint | 800-332-7143 |
| AEP         | 866-223-8508 |
| Oncor       | 888-313-4747 |
| TNMP        | 888-866-7456 |
| Sharyland   | 956-668-9551 |

**Contact information for the PUC:**

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

|            |  |
|------------|--|
| Toll Free: | 888-782-8477   |
| Fax:       | 512-936-7003   |
| TTY:       | 800-735-2988   |
| Website:   | <a href="http://www.puc.state.tx.us">www.puc.state.tx.us</a>           |
| Email:     | <a href="mailto:customer@puc.state.tx.us">customer@puc.state.tx.us</a> |

**CONTACT INFORMATION**

**REP Mailing Address**

American Light & Power  
10700 North Freeway  
Suite 470  
Houston, TX, 77037

**REP Customer Service**

|           |  |
|-----------|--|
| Toll-Fee: | (855) 485-4258   |
| Hours:    | 8:30am – 5:30pm (Mon-Fri) CST                                |
| Fax:      | (855) 666-1161   |
| Website:  | <a href="http://www.americanlp.com">www.americanlp.com</a>   |
| Email:    | <a href="mailto:care@americanlp.com">care@americanlp.com</a> |