

# Ambit Energy, L.P.

## PUCT Certificate #10117

### YOUR RIGHTS AS A CUSTOMER V.2.1

#### EFFECTIVE 7/01/2007

Ambit Energy provides electricity service without discrimination as to a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, family status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. 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 ("PUCT"). These rights apply to all residential and small commercial customers served by Ambit Energy as a certified Retail Electric Provider ("REP") in Texas. A complete copy of the PUCT's Customer Protection rules is available on the PUCT's website at <http://www.puc.state.tx.us/rules/subrules/electric>.

**Outage Reporting:** In the event of an outage in your area please call your local energy delivery company (officially referred to as your Transmission and Distribution Service Provider, or "TDSP"):

<b>Oncor Electric Delivery</b>	(888) 313-4747
<b>Centerpoint Energy</b>	(800) 332-7143
<b>AEP Texas Central</b>	(866) 223-8508
<b>AEP Texas North</b>	(866) 223-8508
<b>TNMP</b>	(888) 866-7456

Ambit Energy is not liable for service interruptions or outages. Any questions relating to your electric distribution lines or meters should be directed to your TDSP listed above.

**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, you should request that the REP provide you with a copy of your authorization and verification. 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 below. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, provided 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 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 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.

**Billing Questions or Disputes:** If you have specific comments, questions, complaints or bill questions, please contact an Ambit Energy customer care representative and we will assist you to resolve any inquiry you may have. We will do everything we can to make sure your problem is handled and you are pleased with our service. If you are not satisfied, you may file a complaint with Ambit Energy and request a supervisor to conduct a full review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326; (512) 936-7120 or (888) 782-8477; fax: (512) 936-7003, TTY (512) 936-7136; email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us); website: [www.puc.state.tx.us](http://www.puc.state.tx.us).

**Dispute or Complaints:** Please contact us if you have specific comments, questions or complaints. Our customer care specialists are trained to research and resolve any issue you may have. We will do everything we can to make sure your problem is quickly and properly handled. You may also contact the Public Utility Commission of Texas. Please refer to "Your Rights as a Customer" for more information.

**Meter Reading, Problems and Testing:** Please contact Ambit Energy for instructions on how to read your own meter. If you feel your meter is not operating correctly, please contact Ambit Energy to request a meter test. You have the right to request a meter test once every four years at no cost to you. If your meter is tested more than once every four years, and the meter is found to be functioning correctly, then you may be charged a fee by Ambit Energy.

**Critical Care:** You must inform us at the time of sign-up that 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, we will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to us. The critical care request is evaluated and approved by the TDSP; however, you may appeal the eligibility determination to the TDSP. If not satisfied with the results of this appeal, you may file a complaint with the PUCT. If approved, the designation is valid for one year, and Ambit Energy will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve you of the obligation to pay Ambit Energy for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Ambit Energy immediately regarding possible deferred payment options or other assistance that may be offered.

**Cancellation of Service:** You may cancel your service at any time with no early cancellation penalty if you are under a month to month variable rate plan. If you are under a fixed rate plan, you may have a cancellation fee. Please see your Terms of Service for full details.

**Termination:** All bills are due and payable sixteen (16) days after being sent to you. If we do not receive your payment within the sixteen (16) days, this Agreement is terminated, and we will then mail a separate notice reminding you that we need to have your payment within ten (10) days or your service will be terminated. Ambit Energy may terminate this Agreement if amounts due have not been paid by the due date. Ambit Energy may also terminate this Agreement if fraud has been committed. The termination date may not fall on a holiday or weekend unless Ambit Energy or its agents are available to take payments and your service can be reconnected. (delete)

Ambit Energy 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 a different type or class of electric service not included on the account's bill when service was initiated
- Failure to pay any charge unrelated to electric service
- Failure to pay under-billed charges that occurred for more than six months (except theft of service)
- Failure to pay any disputed charges until Ambit Energy or the PUC determines the accuracy of the charges and you have been notified of this determination
- Failure to pay an estimated bill unless the estimated bill is part of an approved meter reading program or in the event the local distribution company is unable to read the meter due to circumstances beyond its control
- Failure to pay charges arising from an under-billing due to faulty metering (unless the meter was tampered)

**Availability of Provider of Last Resort (POLR):** If your electric service is terminated or disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail package at a fixed, non-discountable rate. 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.

**Disconnection:** Other than for fraud, Ambit Energy will send a Disconnection Notice the day after this Agreement terminates for any reason listed above. Disconnection Notices detail amounts due to continue service. Ambit Energy may disconnect service for non-payment if amounts due remain unpaid ten days after a Disconnection Notice has been sent. Ambit Energy may disconnect service immediately if fraud has been committed. The disconnection date may not fall on a holiday or weekend or the day preceding unless Ambit Energy or its agents are available to take payments and your service can be reconnected.

The TPUC has determined that under certain dangerous circumstances (such as unsafe electric line situations) Ambit Energy may authorize your TDSP to disconnect your electric service without prior notice to you. Additionally, Ambit Energy may seek to have your electric service disconnected for: (1) failure to pay a bill owed by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made Ambit Energy; (3) using the service in a manner that interferes with the service of others or using non-standard equipment; (4) failure to pay a deposit required by Ambit Energy; or (5) failure of the guarantor to pay the amount guaranteed when Ambit Energy has a written agreement, signed by the guarantor, which allows for the disconnection of your service.

Ambit Energy may not disconnect your electric service: (1) if notification is received by the disconnection date that an emergency assistance provider will be forwarding sufficient payment on your account; (2) for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or (3) for non-payment if you have properly informed Ambit Energy at the time sign-up, that you or another resident on the premises has a critical need for electric service. To obtain this exemption, you must have notified Ambit Energy in writing at the time of sign-up, have submitted a written statement attesting to the necessity of electric service to support life, have entered into a deferred payment plan

with Ambit Energy, and have had the ill-person's attending physician contact Ambit Energy. (delete)

**Anti-Slamming:** Slamming is unlawful. Slamming occurs when your REP is changed without your authorization. If you believe your electricity service provider has been switched without your authorization, you can discuss this matter with your REP or you may file a complaint with the PUCT at the address provided above.

**Unauthorized Charges or "Cramming":** Before any new charges are included on your electric bill, Ambit Energy 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 us to dispute such charges and you may file a complaint with the PUC. Ambit Energy will not seek to terminate your electric service for nonpayment of an unauthorized charge, nor will it 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, Ambit Energy 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 TPUC on the amount of any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Ambit Energy will not re-bill you for any charges determined to be unauthorized.

**Service Protections:** Ambit Energy will not terminate you for (1) delinquency of payment by a previous occupant, (2) failure to pay charges not related to electric service, (3) failure to pay for a different class of electric service, (4) failure to pay an under-billing, other than for theft of service, more than 6 months old, (5) failure to pay for a disputed charge until a determination as to the accuracy is made, (6) failure to pay an under-billing due to faulty metering, unless there has been meter tampering, or (7) during an extreme weather emergency, holidays or weekends, except on request, or (8) if you properly inform Ambit Energy that you or another resident on the premises has a critical need for electric service.

**Restoration of Service:** If your service has been disconnected by Ambit Energy, your service will be reconnected upon satisfactory correction of the reasons for disconnection. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Ambit Energy that you have corrected and satisfactorily resolved the dangerous situation.

**Bill Payment Assistance:** An emergency assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. Please call us for additional information.

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay your bill, please call Ambit Energy immediately. Ambit Energy may offer you a short term 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. Ambit Energy may require an initial payment to initiate the agreement. Ambit Energy is required to offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or you have been a 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.

**Privacy Rights:** Ambit Energy will not release proprietary customer information except as authorized under the law. The PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and reporting agencies, utilities and the PUCT.

**Do Not Call List:** The PUCT maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL or 1-866-896-6225, or visit the PUCT website at [www.puc.state.tx.us](http://www.puc.state.tx.us) to subscribe to the Do Not Call List.