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## YOUR RIGHTS AS A CUSTOMER

This document summarizes your rights in the customer protection rules adopted by the Public Utility Commission of Texas (PUC). SmartEnergy Holdings, LLC dba SmartEnergy is a retail electric provider (REP) certified to sell electricity supply in Texas by PUC certificate number 10253. These rules apply to all retail electric providers (REPs) unless otherwise noted, for the benefit of residential and small commercial customers of retail electric service.

### 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 twenty-one (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 ten (10) business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file an informal complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please identify yourself and/or the company you represent, describe the specific issue, and include in your complaint the following information:

1. The account holder's name, billing and service addresses, and telephone number.
2. The name of the REP.
3. The customer account number or electric service identifier (ESI-ID).
4. An explanation of the facts relevant to the complaint.
5. Your requested resolution; and
6. Any documentation that supports the complaint, including copies of bills or terms of service documents.

While a REP's investigation or supervisory review or an informal complaint is pending 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. The REP must keep a record of informal PUC complaints for two (2) years after the PUC has closed the complaint, including the outcome of the complaint. Within those two (2) years, you may file a formal complaint with the PUC if you are not satisfied with the results of the informal complaint. You may request your REP to send the resolution of the complaint in writing.

### Unauthorized Change of Service Provider

A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, please contact your REP of choice and request further assistance. The affected REPs, the appropriate Transmission and Distribution Utility (TDU), and the registration agent (Electric Reliability Council of Texas (ERCOT)) will work in accordance with approved market processes to return you to your chosen REP. 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 twenty-one (21) days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and corrective actions taken to date, if any. The REP must also cease any collection activity related to the alleged unauthorized switch until the complaint has been resolved by the PUC.

### Unauthorized Charges

Before any new charges for non-energy-related products or services are included on your electric bill, your REP must inform you of the product or service, all associated charges, and how these charges will appear on your electric bill, as well as obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. 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 neither seek to disconnect your electric service for nonpayment of an unauthorized charge nor 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 forty-five (45) days. If charges are not refunded or credited within three (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 refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within fifteen (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 invoice, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your invoice after your due date, but before your next invoice is due. In addition, you may qualify for a "deferred payment plan". A deferred payment plan allows a customer to pay an outstanding invoice in installments beyond the due date of the next bill. All REPs must offer customers deferred payment plans upon request for invoices that are due during an extreme weather emergency; upon request during a state of disaster declared by the governor to customers in the area covered by the declaration if directed by the PUC; and, to customers who have been under-billed in the amount of fifty dollars (\$50.00) or more, REPs must offer a deferred payment plan option for the same length of time as the underbilling. A deferred payment plan may include a five percent (5%) penalty for late payment. For additional details on deferred payment plans, please see your Terms of Service Agreement or contact your REP. Any deferred payment plan will be confirmed in a written agreement. A REP may apply a switch-hold while the customer is on a deferred payment plan, meaning the customer will not be able to buy electricity from other companies until the total deferred balance is paid, and during that time, if the customer is disconnected for nonpayment, the customer will need to pay the REP to get the electricity turned back on.

### **Level or Average Payment Plans**

REPs must offer level or average payment plans to customers who are not currently delinquent in payment to the REP. For additional details on level or average payment plans, please see your Terms of Service Agreement. In general, REPs may not apply switch-holds if the customer is not delinquent in payment when the level or average payment plan is established.

Additionally, an option shall be offered upon request to certain residential customers for bills that become due during July, August, and September and if certain extreme weather conditions apply, January and February. The option is between an average payment plan and a specific deferred payment plan. If you do not fulfill the terms of your selected plan, your REP may apply a switch-hold to your account.

### **Financial and Energy Assistance**

If a customer contacts the 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, and of the eligibility requirements and procedure for applying for each. An electric customer whose household income is not more than 150% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). SmartEnergy does not offer low-income discount rates. However, you may qualify for a level or average payment plan, deferred payment plan, or moratorium on disconnection for the ill as described in "Disconnection of Service," and you may qualify for bill payment assistance that SmartEnergy voluntarily offers to residential customers experiencing severe financial hardships. Please contact us if you need more information about any of these options or if you would like to donate to SmartEnergy's bill payment assistance fund.

### **Meter Reading and Testing**

Please contact your TDU for information regarding how to read your meter.

You have the right to request a meter test. Your REP may make this request to your TDU on your behalf. 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 date of the meter.

### **Special Services**

Your REP may offer special services for hearing-impaired customers or 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 any of these special services.

## **Critical Care or Chronic Condition**

You have the right to apply for a Critical Care Residential Customer or Chronic Condition Residential Customer designation. Please contact your REP to receive a copy of the Application for Chronic Condition or Critical Care Residential Status form. Your TDU processes the application and makes a determination of eligibility. Your TDU will also send you a renewal application prior to the expiration of your designation. Qualification as a Chronic Condition or Critical Care Residential Customer does not relieve the customer of the obligation to pay the REP or the TDU for services rendered. However, the designation will afford you additional time before disconnection, and a Chronic Care or Critical Care Residential Customer who needs payment assistance is encouraged to contact their REP immediately regarding possible deferred payment options or other assistance that may be offered by the REP. A Chronic Condition Residential Customer is a residential customer who has a person permanently residing at the home 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 impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. If the serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective for the shorter of one (1) year or until such time as the person with the medical condition no longer resides at the home. Otherwise, the designation or re-designation is effective for ninety (90) days. The disconnection notice described below for nonpayment, normally for ten (10) days, must be for at least twenty-one (21) days for a Chronic Condition Residential Customer's residence, and the notice must be sent to both the Chronic Condition Residential Customer and the emergency contact. A Critical Care Residential Customer is a residential customer who has a person permanently residing at the home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. This designation or re-designation is effective for two (2) years. The disconnection notice described below for nonpayment, normally for ten (10) days, must be for at least twenty-one (21) days for a Critical Care Residential Customer's residence, and the notice must be sent to both the Critical Care Residential Customer and the emergency contact, and the TDU must contact the customer and the emergency contact before disconnecting the electric service.

## **Disconnection of Service**

The PUC has provided that under certain circumstances (such as unsafe electric line situations, tampering, or theft of service) any REP or TDU may authorize disconnection of your electric service without prior notice to you. Additionally, your REP may authorize disconnection of your electric service with prior written notice to you for any of the reasons listed below:

1. Failure to pay an invoice owed to the REP or to make a deferred payment arrangement by the date of disconnection.
2. Failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP.
3. Using service in a manner that interferes with the service of others or the operation of nonstandard equipment, provided that a reasonable attempt has been made to notify the customer of the violation and the customer has had a reasonable opportunity to remedy the situation.
4. Failure to pay a deposit required by the REP; or
5. 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.

The disconnection notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your invoice is due, with the words "disconnection notice" prominently displayed. E-mail is permitted if the customer has agreed to receive disconnection notices by e-mail and the words "disconnection notice" appear in the subject line. The disconnection date must be ten (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. The notice must notify the customer that if the customer needs assistance paying the bill by the due date, or is ill and unable to pay the bill, the customer may be able to make some alternate payment arrangement, establish a deferred payment plan, or possibly secure payment assistance, and shall advise the customer to contact the REP for more information. The notice will contain important information to help the customer take action.

Your REP may not authorize disconnection of your electric service 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 more than six (6) months prior to the current billing (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 underbilling caused by faulty metering unless the meter has been 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 TDU is unable to read the meter due to circumstances beyond its control.

Additionally, your REP may not authorize disconnection of your electric service:

1. 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.
2. 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
3. For non-payment if a Critical Care Residential Customer informs the REP, prior to the disconnection date stated on the notice, that the customer or another resident on the premises will become seriously ill or more seriously ill, if electric service is disconnected. However, each time you seek to avoid disconnection for this reason, you must enter into a deferred payment plan with your REP, have the ill person's attending physician submit a written statement to the REP attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for sixty-three (63) days from the issuance of the bill for electric services or shorter period agreed by the REP and the customer, your emergency contact or the attending physician.

## Restoration of Service

If your service has been disconnected by your REP for nonpayment, your REP will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service as quickly as possible. Call SmartEnergy's customer service phone number to pay your past-due balance or make a payment arrangement. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP that you have corrected the dangerous situation. If service was disconnected due to grid problems, contact the TDU for more information.

## 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 provided at the end of this document.

## Do-Not-Call List

For a fee not to exceed five dollars (\$5.00) per term, commercial customers may add their name, address and telephone number to a state-sponsored "Electric No-Call List," which is intended to limit the number of telemarketing calls received relating to your choice of REP. If registered online or by phone, the fee must be paid by credit card, but if registered by mail, the fee may be paid by credit card, check or money order. Once registered, customers can expect to stop receiving telemarketing as follows: if registered between January 1 and March 31, then by June 1; if registered between April 1 and June 30, then by September 1; if registered between July 1 and September 30, then by December 1; if registered between October 1 and December 31, then by March 1. However, registration expires on the fifth anniversary of the date the phone number is first published on the "Electric No-Call List." Even if registered, you may still receive calls from telemarketers other than REPs. Residential customers may register their name, address, and telephone number to the statewide "Do Not Call List," which will help limit telemarketing calls regarding consumer goods and services in general, including electric service.

You may register for either the "Electric No-Call List" or the "Do Not Call List" in three (3) ways: online at [www.texasnocall.com](http://www.texasnocall.com), call toll-free 1-888-309-0600, or write Texas No Call, 100 Summer Street Suite 800, Boston, MA 02110.

## 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, your enrollment notification notice from ERCOT, 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.

## Privacy Rights

Except as described below, REPs may not release your proprietary customer information to any other person without your consent. Proprietary customer information is any information compiled by the REP that makes possible the identification of any individual customer by matching such information with 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, or anything you have expressly requested not to be disclosed. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC or the Office of the Public Utility Counsel or ERCOT, an agent of your REP, consumer reporting agencies, energy assistance 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.

## Contact Information

### Outages and Emergencies

SmartEnergy is not liable for any service interruptions or outages and any questions relating to your electrical distribution lines or meters should be directed to your TDU.

- CenterPoint Service Area Toll-Free (800) 332-7143
- Oncor Service Area Toll-Free (888) 313-4747
- AEP Central & AEP North Toll-Free (866) 223-8508
- Texas-New Mexico Power Service Area Toll-Free (888) 866-7456
- Sharyland Utilities Toll-Free (800) 545-4513

### SmartEnergy Customer Care

1-800-443-4440 (toll-free) from 7 a.m. to 6 p.m. CST (Monday through Friday) and 8 a.m. to 5 p.m. CST (Saturdays)

SmartEnergy Holdings, LLC

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E-mail: [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com)

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### Texas Public Utility Commission

Customer Protection Division

Direct (512) 936-7120

Toll-Free (888) 782-8477

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