




A Touchstone Energy® Cooperative 

Your Rights As a Customer

Residential Plan Variable Price Product: (IOU service area)

NECCo-opEnergyTX4-19-24-RES

The following Your Rights As a Customer will apply to residential customers who select NEC Co-op Energy as their Competitive Retail Electric Provider (CR) under this plan. If you would like to receive this information in Spanish, please contact us at 1-855-632-7348 (toll-free). **Si usted prefiere recibir esta información en español, llame gratis al número 1-855-632-7348.**

Contact Information

Name of Provider: NEC Co-op Energy – PUCT #10166X
Mailing Address: 14353 Cooperative Ave., Robstown, TX 78380
Physical Address: 5017 Saratoga Blvd. #135, Corpus Christi, TX 78413
Business Hours: 8 am-5 pm, M-F CDT
Customer Assistance: 1-855-632-7348 (toll free) or 361-767-3865 (Corpus Christi)
Provider Fax: 361-387-2919
Website: www.neccoopenergy.com
E-mail Address: help@neccoopenergy.com

Service Outage Reporting:

- In AEP Texas Central & AEP Texas North areas:**
1-866-223-8508
- In Texas-New Mexico Power Company area:**
1-888-866-7456
- In TXU Energy Delivery area:**
1-888-313-4747
- In CenterPoint area:**
1-800-332-7143
- In Lubbock Power & Light area:** 1-806-775-2509

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 (REPs) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC's rules at www.puc.state.tx.us/rules/subrules/electric. Contact information 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, 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, 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.

Right of Rescission: When requesting a switch in service providers, you may rescind your contract 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 your service, please see your Terms of Service Agreement. 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. 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 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 refunded/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.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call your REP immediately. Your REP 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. 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/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 either 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 for more information.

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. An electric customer who receives food stamps, Medicaid, TANF or SSI from the 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). See the "Discounts for Low Income Customers" section for more details about discounts available for qualified low-income customers.

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 your Local Distribution Company (LDC) 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 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.

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 LDC to "disconnect" the electric service, after the expiration of a required 10-day notice period.

Termination of Service: If your payment for electric service is not received by the due date on your bill, your service agreement may be terminated. If you do not obtain electric service from another REP, your electric account will be "dropped" to the Affiliated REP (AREP) in your area. Your 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 no less than 10 days from the date the notice is issued. The final date your account balance is due may not fall on a holiday, weekend day, or any other day that the REP's personnel are not available to take payments. If payment is received, or satisfactory payment arrangements are made prior to the date of termination on the Termination Notice, your REP will continue to serve you under the Terms of Service Agreement in effect prior to issuance of the Termination Notice.

Your REP cannot terminate your service 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 LDC is unable to read the meter due to circumstances beyond its control.

Additionally, your REP may not terminate your service if it receives notification by the final due date stated on your termination notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made arrangements to pay any outstanding debt not covered by the energy assistance provider.

Disconnection of Service: The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the Provider of Last Resort (POLR), may authorize your LDC to disconnect your electric service without prior notice to you. Additionally, your REP may be allowed to seek to have your electric service disconnected 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 Disconnect 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 REPs personnel are available to take payments and service can be reconnected.

Your REP may not seek to have your electric service disconnected by your LDC 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.

Availability Of Provider of Last Resort: If you are notified that you are subject to termination or disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

Restoration of Service: If your service has been disconnected by your REP for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, notify your LDC to reconnect your service. 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 termination 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 terminate or disconnect your service for non-payment of any undisputed portion of the bill.

Reporting Outages: Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies.

Other Protections

Do Not Call List: The PUC 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(L) or 1-866-896-6225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List.

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.

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 required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your LDC. 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 LDC and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Special Services: Your REP may offer special services for hearing-impaired customers 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 and Chronic Condition : If an interruption or suspension of electric service will create a dangerous or life-threatening condition, you or a person permanently residing in your home may qualify as a "critical care residential customer" or "chronic condition residential customer". Upon your request, your REP will provide to you

a standardized Critical Care or Chronic Condition Eligibility Determination Form, which you must complete and return to your REP. The critical care or chronic condition request is evaluated and approved by the LDC; however, a customer may appeal the eligibility determination to the LDC. 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 or chronic condition residential customer does not relieve the customer of the obligation to pay the REP or the LDC for services rendered. However, a critical care or chronic condition residential customer who needs payment assistance is encouraged to contact their REP or LDC immediately regarding possible deferred payment options or other assistance that may be offered by the REP or LDC.

Notice to customers concerning Critical Care Residential Customer and Chronic Condition Residential Customer status.

- (1) A REP shall notify each residential applicant for service of the right to apply for Critical Care Residential Customer or Chronic Condition Residential Customer designation.
- (2) All REPs that serve residential customers shall provide information about Critical Care Residential Customer and Chronic Condition Residential Customer designations to each residential customer two times a year.
- (3) Upon a customer's request, the REP shall provide to the customer the application form for Critical Care Residential Customer and Chronic Condition Residential Customer designation.

Critical Care or Chronic Condition Residential Customer. 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 PUC-approved form must be submitted by fax or other electronic means directly to the TDU by a physician. You can apply for the designation of Critical Care or Chronic Condition Residential Customer by obtaining a copy of the PUC-approved form from your TDU or REP. The TDU will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify your REP about your status. Qualification as a critical care residential customer does not relieve you of the obligation to pay your REP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact your REP immediately regarding possible deferred payment options or other assistance that may be offered.

TDU's Procedure for Implementing Involuntary Load Shedding. You may view each TDU's procedure for implementing involuntary load shedding initiated by ERCOT at the links below:

Oncor <https://www.oncor.com/content/dam/oncorwww/documents/partners/rep/Load%20Shed%20Information%20incl%20span.pdf.core/download.pdf>

CenterPoint <https://www.centerpointenergy.com/en-us/Documents/CEHE-Load-Shed-Document.pdf>
 TNMP <https://www.tnmp.com/sites/default/files/2021-12/tnmp-rep-load-shedding.pdf>
 AEP Texas <https://www.aeptexas.com/outages/load-shed-information>

Outage Reporting: In the event of an outage in your area please call your Local Energy Delivery Company:

- 1. CenterPoint (800) 332-7143 or (713) 207-2222
- 2. AEP-TTC & AEP North 866-223-8508
- 3. Oncor (888) 313-4747
- 4. TNMP (Texas New Mexico Power) (888)-866-7456
- 5. Lubbock Power & Light 806-775-2509

Important Contact Information:

NEC Co-op Energy	NEC Co-op Energy Customer Service	Texas Public Utility Commission
PO Box 103000	Direct 1-855-632-7348	Customer Protection Division
Victoria, Texas 77903	Fax (361)579-6875 Or 361-387-2919	P.O. Box 13326
www.necoopenergy.com	{Hearing and Speech-Impaired}	Austin, TX 78711-3326
help@necoopenergy.com	Toll-Free 1-800 - RELAY TX (735-2989)	Direct (512) 936-7120
Business Hours: 8 am-5 pm, M-F, CDT		Toll-Free 1-888-782-8477
		Fax (512) 936-7003
		Web Address www.puc.state.tx.us
		Email Address customer@puc.state.tx.us

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