



Terms of Service Agreement & Your Rights As a Customer Commercial Plan: Nueces Electric Cooperative Retail Division NECRDNEC092806-COM

The following Terms of Service Agreement will apply to commercial customers who select Nueces Electric Cooperative Retail Division (NEC RD) as their Competitive Retail Electric Provider (CR) under this plan. If you would like to receive this information in Spanish, please contact us at 1-800-632-9288 (toll-free). **Si usted prefiere recibir esta información en español, llame gratis al número 1-800-632-9288.**

Contact Information

Name of Provider: Nueces Electric Cooperative Retail Division (NEC RD)
Mailing Address: P.O. Box 1032, Robstown, TX 78380
Customer Assistance: 1-800-NEC-WATT (toll free) or 361-387-2581 (Robstown/Corpus Christi)
Service Outage Reporting: **In Nueces Electric Cooperative area:**
1-800-632-9288 (toll free), 387-2581 (Robstown)
1-361-387-4139
Provider Fax: 1-361-387-4139
E-mail Address: crservice@nueceselectric.org

Pricing:

• The price for your electric service from Nueces Electric Cooperative Retail Division (NEC RD) is a variable price unless otherwise stated in an addendum contract. The calculation of your price is explained in the Electricity Facts Label provided to you with this Terms of Service Agreement or in the addendum contract.

• Your price is also subject to change if the Public Utility Commission of Texas (PUCT), Municipal Utility, or Local Electric Cooperative changes Transmission and Distribution Service Provider (TDSP) delivery charges or other regulatory fees.

• The variable price shown on the Electricity Facts Label does not include applicable state and local taxes and other non-recurring fees. You will be charged for all applicable taxes and non-recurring fees and these charges will appear separately on your monthly bill. Non-recurring fees, which are based on the TDSP's tariff for retail delivery service approved by the PUCT, will be charged for services provided to you by the TDSP such as out of cycle meter reading fees, meter test fees, disconnection and reconnection fees, etc.

• You agree to pay the price as specified in the most current Electricity Facts Label for this plan and all associated amounts that will be shown on your monthly bill for electric service.

Right of Rescission:

If you are switching your electric service to Nueces Electric Cooperative Retail Division (NEC RD), you have the right to rescind your acceptance of this Terms of Service Agreement without fees or penalties of any kind, within three federal business days (includes Saturday) after receiving this Terms of Service Agreement. You may rescind either by phone at 1-800-NEC-WATT (800-632-9288) (toll free), fax at 1-361-387-4139 or email at crservice@nueceselectric.org. Please provide your name, address, phone number, Electric Service Identifier (ESI ID) or account number, and a statement that you are rescinding your agreement under the three-day Right of Rescission.

Terms of Service Agreement Term and Renewal:

The term of this agreement with Nueces Electric Cooperative Retail Division (NEC RD) is on a month-to-month basis and will begin with the first meter reading provided to Nueces Electric Cooperative Retail Division (NEC RD). This agreement will automatically renew each month, unless cancelled by you or Nueces Electric Cooperative Retail Division (NEC RD) as provided herein.

Cancellation of Terms of Service Agreement by Customer:

You have the right to terminate your agreement with Nueces Electric Cooperative Retail Division (NEC RD) without penalty for any reason including:

• You move to another location. Please provide us 30 calendar days advance written notice.

• Market conditions change.

• Nueces Electric Cooperative Retail Division (NEC RD) notifies you of a material change in the terms and conditions of this Terms of Service Agreement.

Change in Terms and Conditions:

Nueces Electric Cooperative Retail Division (NEC RD) will provide you with written notice 45 days in advance of any material change in this Terms of Service Agreement. Upon receiving the written notice, you have the right to terminate the Terms of Service Agreement and choose another Competitive Retail Electric Provider (CR), subject to availability. Pricing changes that are made to track changes in fuel costs are not material changes requiring advance notice because this is a variable price service as explained in your Electricity Facts Label. Nueces Electric Cooperative Retail Division (NEC RD) is not required to notify you of material changes that benefit you or for changes that are mandated by regulatory agencies. Notice is not required for seasonal or variable price changes because this Terms of Service Agreement, together with the Electricity Facts Label, clearly specifies the manner in which prices may be adjusted under a seasonal or variable pricing plan.

Discrimination:

Nueces Electric Cooperative Retail Division (NEC RD) will not deny service or require a payment or deposit for service based on a customer's/applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Establishment of Satisfactory Credit:

You may qualify to receive service from Nueces Electric Cooperative Retail Division (NEC RD) if you have a satisfactory credit rating and/or meet the deposit requirements detailed below. Upon enrollment with Nueces Electric Cooperative Retail Division (NEC RD), customers must meet one of the following conditions to receive service from NEC RD:

1. You may qualify to receive service from NEC RD when you provide a letter from your current/previous electric provider which verifies that you have not been delinquent paying an electric bill more than twice during the past 12 months or had service terminated or disconnected for non-payment, or
2. You may qualify to receive service from Nueces Electric Cooperative Retail Division (NEC RD) if you have a satisfactory credit rating (a \$4 charge will appear on your first bill to cover the cost to obtain this credit information).
3. Since NEC RD is the Affiliate Provider in the NEC area, you may also qualify for service by submitting a letter of guarantee from another NEC member.

Nueces Electric Cooperative Retail Division (NEC RD) may utilize credit reporting agencies to document your credit/payment history. Customers/applicants unable to demonstrate satisfactory credit in accordance with §25.478 of the PUCT Substantive Rules may be refused service or required to pay a deposit. Nueces Electric Cooperative Retail Division (NEC RD) may deny electric service to customers/applicants that refuse or are unable to comply with the credit and deposit requirements in §25.478 of the PUCT Substantive Rules and of Nueces Electric Cooperative Retail Division (NEC RD).

A customer/applicant who previously has been a customer of Nueces Electric Cooperative, and whose service was terminated or disconnected for non-payment of their electric bill or theft of service (including fraud or misrepresentation) may be required, before service is reinstated, to pay all amounts due to Nueces Electric Cooperative, or execute a deferred payment agreement, if eligible, along with any required deposit and fees, as appropriate, and reestablish credit.

Deposit:

If you, as an applicant, qualify to receive service from Nueces Electric Cooperative Retail Division (NEC RD) and are required to pay an initial deposit, you may be able to have the initial deposit waived if you have not been delinquent paying an electric bill more than twice during the past 12 months or had service terminated or disconnected for non-payment. Contact your previous electric provider and ask them to send you a credit reference letter verifying your electric service payment history. Fax the letter to Nueces Electric Cooperative Retail Division (NEC RD) at 1-361-387-4139.

If you are an existing Nueces Electric Cooperative Retail Division (NEC RD) customer and during the previous 12 months of service you have been late paying a bill more than once or had service terminated or disconnected for nonpayment, you may be required to pay an initial deposit. You may be required to pay this initial deposit within ten days after issuance of a written termination/disconnection notice requesting the deposit.

An additional deposit may be required from an existing customer if:

- The average of your actual billings for the last 12 months is at least twice the amount of the original average of the estimated annual billings; and
- A termination or disconnection notice has been issued or the account's electric service has been terminated or disconnected within the previous 12 months. The additional deposit shall be paid within ten days of the request for deposit.

Service may be terminated or disconnected, whichever is applicable, if the additional deposit is not paid within this ten day period if a written termination or disconnection notice has been issued to the customer. A termination or disconnection notice may be combined with or issued concurrently with the written request for the additional deposit.

The amount required for all deposits shall not exceed an amount equivalent to the greater of either:

- One-fifth of your estimated annual billings for electric service; or
- The sum of the estimated billings for the next two months for electric service.

Estimated billings for an initial deposit from an applicant may be based upon a reasonable estimate of average usage for the customer class. Estimated annual billings for an initial or additional deposit from an existing customer shall be based upon actual historical usage, to the extent it is available.

After 12 months of service with Nueces Electric Cooperative Retail Division (NEC RD), you may request that your required deposit be recalculated based upon your actual historical usage.

Customers who qualify for the Rate Reduction Program under §25.454 of the PUCT Substantive Rules shall be eligible to pay any deposit that exceeds \$50 in two equal installments.

Interest on Deposits:

- You will accrue interest on your deposit, if held more than 30 days, at an annual rate established by the PUCT.
- Your deposit will be refunded when you have paid your bill for electric service for 12 consecutive months without having any late payments.

• When you close your account with Nueces Electric Cooperative Retail Division (NEC RD), your membership fee, your deposit and accrued interest, less any outstanding balance owed for electric service, will be refunded to you. Upon request, payment of accrued interest will be made once a year in accordance with PUCT guidelines.

Billing and Payment:

- You will be billed monthly for your electric service.
- You may be issued a bill less frequently than monthly if you and Nueces Electric Cooperative Retail Division (NEC RD) agree to such an arrangement.
- Your bill may be sent electronically in lieu of written mailings if you and Nueces Electric Cooperative Retail Division (NEC RD) agree to such an arrangement.
- You will be charged a monthly service charge (\$7.50 for each residential service, \$2.50 for each security light, and \$34.50 for each commercial service when demand is 35kW or greater). You will not be charged a fee to receive a standard bill via U.S. Mail that complies with the bill content requirements of

§25.479 of the PUCT Substantive Rules. You may be charged a fee or given a discount if you and Nueces Electric Cooperative Retail Division (NEC RD) agree to the delivery of a non-standard bill.

- Your monthly billing period is approximately 30 days.
 - Nueces Electric Cooperative Retail Division (NEC RD) will charge a one-time, refundable \$15 Nueces Electric Cooperative membership fee. This fee will be identified separately on your first electric bill and is refundable when you terminate all account services with Nueces Electric Cooperative. You will receive an annual allocation notice for patronage capital ("capital credits"). The payment/distribution of capital credits is at the discretion of the Nueces Electric Cooperative Board of Directors.
 - There may be additional TDSP charges for the establishment of new service. These fees will be identified separately on your electric bill.
 - Bills will be issued within 30 calendar days after obtaining meter usage and other billing information from the TDSP, unless it becomes necessary to validate the supplied usage information and billing information.
 - Your bill will be due upon receipt and will be considered delinquent if it is not paid by the 16th day after issuance of the bill. Non-payment of your bill may result in the termination of this agreement, or disconnection of your electric service, whichever is applicable, after proper notice.
 - Late payments or delinquent or past due balances may result in a penalty of 5% of the current month's past due amount. Nueces Electric Cooperative Retail Division (NEC RD) may charge up to a \$25 insufficient funds fee for each check or electronic funds transfer (including automatic bank draft) not processed due to insufficient funds, lack of available credit or other bank return. This fee will be identified separately on your electric bill.
 - Nueces Electric Cooperative Retail Division (NEC RD) may charge a "Drop To Affiliated CR" Notice Fee of up to \$25 to all customers who are sent a "Drop To Affiliated CR" notice due to nonpayment of their electric bill. This fee will be identified separately on your bill.
 - Nueces Electric Cooperative Retail Division (NEC RD) may charge a Disconnection/Termination Notice Fee of up to \$25 to all customers who are sent such notice due to nonpayment of their electric bill. This fee will be identified separately on your bill. If disconnection/termination occurs due to nonpayment, NEC RD may charge a disconnection/termination fee of up to \$50 and another fee of up to \$50 may be charged for reconnection.
 - If meter readings or other billing information is not received from the TDSP, Nueces Electric Cooperative Retail Division (NEC RD) reserves the right to bill you based on estimated usage-related information which, if used, will be identified as "estimated" on your bill.
 - Upon request, Nueces Electric Cooperative Retail Division (NEC RD) will provide you with your most recent 12 month's usage history, free of charge. If you request usage history other than your most recent 12 month's usage history or request usage history more than once within a 12-month period, a charge of up to \$25 (\$50 for IDR meters) may apply. This fee will be shown separately on your bill.
 - Upon request, Nueces Electric Cooperative Retail Division (NEC RD) will provide you with additional bill copies, duplicate bills, credit reference letters or summary billing, for which a \$2 charge for each service may be applied. This fee will be shown separately on your bill.
 - You may be charged up to \$5 per contact when Nueces Electric Cooperative Retail Division (NEC RD) and/or its agents make a customer contact (call or letter) for actions related to collection of any unpaid amounts. This fee will be shown separately on your bill and is in addition to fees for notices and/or a legal collection letter.
 - You may be charged up to \$25 per occurrence if Nueces Electric Cooperative Retail Division (NEC RD) or any of its agents send you a legal collection letter for any unpaid amounts. This fee will be shown separately on your bill. Non-payment of your bill beyond the due date may result in the termination of your electric service agreement or disconnection of your electric service, whichever is applicable, after proper notice. If you choose not to pay the amount due or make acceptable payment arrangements, Nueces Electric Cooperative Retail Division (NEC RD) will use debt collection agencies, small claims court and other legal remedies allowed by law to collect the amount you owe.
 - You may be charged up to \$25 if NEC RD turns your balance owed over to a Collection Agency in addition to any of the Collection Agency's fees/charges.
 - Nueces Electric Cooperative Retail Division (NEC RD) may charge up to \$150 for a residential energy audit performed by NEC RD or one of its agents. Commercial Energy audit fees will be based on the actual cost of the energy audit services provided and you should contact NEC RD to discuss this service and pricing.
 - If a customer requests an investigation which results in findings NOT in favor of the customer, Nueces Electric Cooperative Retail Division (NEC RD) may charge you for the actual cost of the investigation.
- For termination of your agreement, you may incur fees and charges associated with these collection efforts. In addition to collection fees and charges, if your electric service is disconnected you may incur TDSP charges for disconnection and reconnection of your electric service.
- Payment Options:**
Nueces Electric Cooperative Retail Division (NEC RD) offers **several convenient payment options** for which you may be eligible:
Nueces Electric Cooperative Retail Division (NEC RD) Average Billing:
Take the peaks and valleys out of your electricity bills with Nueces Electric Cooperative Retail Division (NEC RD) Average Billing. Nueces Electric Cooperative Retail Division (NEC RD) Average Billing sets your monthly bill based on your most recent 12-month average electricity usage, so you always know (within a few dollars) what to expect. While this varies slightly each month, this process avoids periodical bill reconciliation and a "thirteenth bill" each year.

Nueces Electric Cooperative Retail Division (NEC RD) Summary Billing:

If you have electric service at multiple locations but a single billing address, we will provide a summary where we roll all information onto a single bill.

Nueces Electric Cooperative Retail Division (NEC RD) Automatic Bank Draft:

Nueces Electric Cooperative Retail Division (NEC RD) Automatic Bank Draft makes sure your bill gets paid on time by directly debiting your bank account each month. You choose the date and we'll send a monthly statement showing how much was paid. It is a very convenient way to pay.

Nueces Electric Cooperative Retail Division (NEC RD) Online and Telephone Payments:

Through a partnership between Nueces Electric Cooperative and a bill payment vendor, you can choose to pay your bill by debit card, Master Card, or electronic check at a current cost of \$4.95 per transaction online or by telephone. To pay by phone, call 1-800-232-8190 (toll-free). To pay your bill online, go to www.nueceselectric.org and click on the "want to pay your bill online?" link. The fee will be charged to your bank account or credit/debit card in addition to the bill amount.

Special Payment Arrangements

Payment Extension- Full Payment By Next Due Date:

If you cannot pay on time, call Nueces Electric Cooperative Retail Division (NEC RD) right away. We may allow you to pay an outstanding bill after the due date, but before the due date of the next bill. A special payment arrangement may include a 5% penalty for late payment. If you do not fulfill the terms of the special payment arrangement, your electric service agreement may be terminated or your electric service disconnected, after proper notice. Nueces Electric Cooperative Retail Division (NEC RD) may charge a payment extension fee of up to \$25 for all payment extensions after the first two (2) extensions in a 12 month period. This fee will be identified separately on your bill. Excessive special payment extensions/arrangements may result in the assessment of an additional deposit.

Deferred Payment Plan:

If you are unable to pay your bill you may qualify for a deferred payment plan, unless:

- You have received more than two termination/disconnection notices during the past 12 months; or
- You have taken service from Nueces Electric Cooperative Retail Division (NEC RD) for less than three months and you lack sufficient credit or a satisfactory payment history with your previous electric provider.

This plan may require you to make an initial percentage payment of the outstanding balance to initiate the agreement, with the remaining balance paid in equal installments. If you have received a disconnection notice and expressed an inability to pay, any deferred payment plan will include an initial payment not to exceed 25% of the delinquent balance and will allow the remaining balance to be paid in equal installments over at least three billing cycles.

A deferred payment plan may include a 5% penalty for late payment. If the terms of the deferred payment plan are not fulfilled, your electric service agreement with Nueces Electric Cooperative Retail Division (NEC RD) may be terminated or your electric service disconnected, whichever is applicable, after proper notice.

Bill Payment Assistance:

An energy assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. The program is funded by contributions from Nueces Electric Cooperative Retail Division (NEC RD) customers. Please call us for fund availability and additional information.

Low-Income Rate:

Rate discounts may be available for low-income customers that have been qualified by the Low-Income Telephone & Electric Utilities (LITE UP) Texas Program. To enroll, or to ensure you will continue to receive the discount if you have moved to a new address, please call the program administrator at 1-866-4-LITE UP, or 1-866-454-8387 (toll free), or visit the PUCT's website at www.puc.state.tx.us.

Refusal of Service:

Nueces Electric Cooperative Retail Division (NEC RD) may refuse to provide service to a customer for one or more of the reasons specified in § 25.477 of the PUCT Substantive Rules. If service is denied, you will be notified of the reason.

Termination of Agreement:

Nueces Electric Cooperative Retail Division (NEC RD) has the right to terminate or fail to renew your Terms of Service Agreement, with proper notice, for any reason allowed by law, including:

- You fail to pay a bill for electric service or to make deferred payment arrangements, if available, by the date of termination stated on the termination notice.
- You fail to pay on an account you have guaranteed.
- You fail to comply with the terms of a deferred payment agreement.
- You interfere with service of others or operate non-standard equipment.
- You attempt to bypass the meter or other equipment.
- You fail to pay a required deposit.
- Market Conditions Change.

Termination of your Terms of Service Agreement with Nueces Electric Cooperative Retail Division (NEC RD) does not excuse you from paying any outstanding amounts owed to Nueces Electric Cooperative Retail Division (NEC RD).

Disconnection of Service – Without Notice:

Nueces Electric Cooperative Retail Division (NEC RD) or the local TDSP may, at any time, authorize disconnection of your electric service without prior notice for any of the following reasons:

- You are operating under a dangerous condition.
- Where service is connected without authority by a person who has not made application for service.
- Where service is reconnected without authority after disconnection for nonpayment.
- Where you attempt to bypass the meter or tamper with other equipment.
- Where there is evidence of theft of service.

Disconnection of your electric service from Nueces Electric Cooperative Retail Division (NEC RD) does not excuse you from paying any outstanding amounts owed to Nueces Electric Cooperative Retail Division (NEC RD).

Disconnection of Service – With Notice:

Nueces Electric Cooperative Retail Division (NEC RD) has the right to authorize the disconnection of your electric service if:

- You fail to pay a bill owed to Nueces Electric Cooperative Retail Division (NEC RD) for electric service or to make deferred payment arrangements on or before the date of disconnection stated on a "Disconnect Notice" that will be sent to you after your bill becomes past due. This includes amounts billed to you if you are a "guarantor" for another customer who defaults in their payment to Nueces Electric Cooperative Retail Division (NEC RD), up to the amount you agreed to in the written guarantee agreement.
- You fail to pay a required deposit.
- You fail to comply with the terms of a deferred payment agreement or special payment arrangement.

- You interfere with the electric service of others or operate non-standard equipment and Nueces Electric Cooperative Retail Division (NEC RD) has made a reasonable attempt to contact you to inform you of your obligation to remedy the situation. Disconnection of your electric service from Nueces Electric Cooperative Retail Division (NEC RD) will not excuse you from paying any outstanding amounts owed to Nueces Electric Cooperative Retail Division (NEC RD).

Dispute or Complaints:

Please contact us if you have specific comments, questions, complaints or bill issues. Our friendly, knowledgeable Customer Care Advocates are trained to research and resolve any customer inquiry you may have. You may also contact the PUCT. Please refer to "Your Rights as a Customer" for more information.

Force Majeure:

Nueces Electric Cooperative Retail Division (NEC RD) will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Nueces Electric Cooperative Retail Division (NEC RD) control ("Force Majeure events") may result in interruptions in service and Nueces Electric Cooperative Retail Division (NEC RD) shall not be liable for any such interruptions. Nueces Electric Cooperative Retail Division (NEC RD) does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Nueces Electric Cooperative Retail Division (NEC RD) shall not be liable for damages caused by Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility, or any cause beyond Nueces Electric Cooperative Retail Division (NEC RD) control.

LIMITATION OF LIABILITY:

LIMITATIONS NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER NUECES ELECTRIC COOPERATIVE RETAIL DIVISION (NEC RD) NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

REPRESENTATIONS AND WARRANTIES:

THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. NUECES ELECTRIC COOPERATIVE RETAIL DIVISION (NEC RD) MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Your Rights As a Customer of Nueces Electric Cooperative Retail Division

Nueces Electric Cooperative Retail Division provides electricity service without discrimination as to a customer's race, nationality, color, religion, sex or marital status. 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 Nueces Electric Cooperative Retail Division as a Competitive Retail Electric Provider (CR) in Texas. A complete copy of the PUCT's Customer Protection rules is available on the PUCT's Web site 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:

1. Nueces Electric Cooperative (800) 632-9288	2. AEP (WTU & CP&L) (866) 223-8508
3. Oncor (TXU) (888) 313-4747	4. TNMP (Texas New Mexico Power) (866)-469-2464
5. CenterPoint (HL&P) (800) 332-7143 or (713) 207-2222	

Nueces Electric Cooperative Retail Division is not liable for any service interruptions or outages and any questions relating to your electric rates, distribution lines or meters should be directed to your Local Energy Delivery Company.

Language Availability: Nueces Electric Cooperative Retail Division will provide a Spanish translation of information upon request.

Billing Questions or Problems: If you feel your bill is incorrect, please contact a Nueces Electric Cooperative Retail Division customer care representative who will assist you to resolve any billing disputes. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company 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
PO Box 13326
Austin, Texas 78711-3326
(512) 936-7120 or (888) 782-8477
Fax: (512) 936-7003
Email: customer@puc.state.tx.us
Website: www.puc.state.tx.us
TTY (512) 936-7136

Meter Reading: If you prefer to read your own meter, please contact the Local Energy Delivery Company in your area. For instructions on how to read your meter, please call Nueces Electric Cooperative Retail Division.

Meter Problems & Testing: If you feel that your meter is not operating correctly, please contact Nueces Electric Cooperative Retail Division to request a meter test. You have the right to request a meter test once every four years at no cost to you. If you request your meter to be tested more than once every four years, and the meter is determined to be functioning correctly, then you may be charged a fee for the additional meter test(s) pursuant to the tariffs for your Local Energy Delivery Company.

Cancellation of Service: You have the right to cancel this Agreement with Nueces Electric Cooperative Retail Division without penalty or fee of any kind within three (3) federal business days after you receive your Terms of Service Agreement. Nueces Electric Cooperative Retail Division will provide you with 45 calendar days advance written notice of any material change in the Terms of Service, either in your bill or in a separate mailing. The changes will become effective on the date stated in the notice unless you cancel your Agreement. You may cancel your Agreement no later than 10 calendar days before the effective date of the material change. In the event of cancellation, if you request a specific date to switch your service other than your next meter read date, you may incur a cost for this switch.

Service Protections: Nueces Electric Cooperative Retail Division will not terminate a customer's service 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) failure to pay certain estimated bills. Nor will we terminate a customer's service for nonpayment during an extreme weather emergency, on holidays or weekends, except on request. Nor will we terminate for non-payment if you inform the Affiliated retail electric provider (REP) or the POLR, prior to the disconnection date stated on the notice of termination, that you or another resident on the premises has a critical need for electrical service. However, to obtain this exemption, you must enter into a deferred payment plan with the Affiliated REP or the POLR and have the ill-person's attending physician contact the Affiliated REP or the POLR 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. No REP will abandon a customer without advance written notice, or when an energy assistance provider is forwarding payment for a delinquent account. Disconnection of service by the Affiliated Retail Electricity Provider is subject to similar restrictions. All bills are due and payable 16 days after it is sent to you. If we do not receive your payment within the 16 days, we will mail a notice reminding you that we need to have your payment within ten (10) days or we will terminate your service. If no other Retail Electricity Provider extends service to you, service shall be offered by the Affiliated Retail Electricity Provider.

Availability of Provider of Last Resort (POLR): If your electricity service is terminated, you may obtain services from another REP or the POLR. If your service is terminated for non-payment of electric service charges, and you do not obtain service from another REP, your electric service will be transferred to the Affiliated REP in your service area. 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 at a fixed, non-discountable rate. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

Anti-Slamming: Slamming is unlawful. Slamming occurs when your Retail Electricity Provider 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. If you do not wish to receive telemarketing calls from REPs, you may contact the PUC to have your name added on the statewide "Do Not Call List." Contact the PUCT to obtain information regarding the "Do Not Call List."

Deferred Payments: A deferred payment plan is available to customers who have been billed, or who are unable to make timely payment during an extreme weather emergency. This plan may also be available for other purposes as detailed in your Terms of Service Agreement.

Privacy Rights: Nueces Electric Cooperative Retail Division 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 credit reporting agencies, utilities and the PUCT.