

## YOUR RIGHTS AS A CUSTOMER

This document sets out "Your Rights as a Customer" for the purchase of electricity between Fulcrum Retail Energy LLC d/b/a Amigo Energy, REP Certificate No. 10081, ("Amigo Energy", "we" and "us") and you, the customer ("you", "your" and "Customer").

### Unauthorized Charges- "Cramming"

You have the right to only be charged for services that you have authorized and the right to dispute any unauthorized charge or charges. Before Amigo Energy places a charge on your bill for a particular product or service, we will inform you about that product or service including all associated charges, and obtain your authorization to place those charges on your bill. If you believe that your bill includes a charge or charges for a product or service that you have not authorized, please contact Amigo Energy at the telephone number or address shown below.

### Special Needs for Electric Service

You may qualify as a (i) Chronic Condition Residential Customer if you or another permanent resident of your home 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 person's medical condition, or (ii) Critical Care Residential Customer if you or another permanent resident of your home has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. If the serious medical condition is diagnosed by a physician as being a life-long condition, then the Chronic Condition Residential Customer designation is effective for the shorter of one year or until such time as the person with the medical condition no longer resides in the home; otherwise the Chronic Condition Residential Customer designation is effective for 90 days. The Critical Care Residential Customer designation is effective for two years. Upon your request, we will provide you with the PUCT-approved application form for Critical Care Residential Customer and Chronic Condition Residential Customer designation, which your physician must complete and return to your TDU.

### Meter Reading & Testing

If you feel that your meter is not operating properly, please either notify Amigo Energy and we will contact the TDSP on your behalf, or contact your TDSP directly to request a meter test. You have the right to have your electricity meter tested 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 properly, you may be charged a fee for the additional meter test(s) pursuant to the tariffs of your TDSP. The meter test shall be made during the TDSP's normal working hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the TDSP's normal working hours. After any requested meter test is completed, the TDSP will promptly advise you of the date that the test was conducted, who performed the test, the test results and (if applicable) the date when the meter was removed. If you prefer to read your own meter, please contact the TDSP in your area for instruction on how to read your meter.

### Service Protections

Amigo Energy will not disconnect your electric service or terminate our Agreement with you for: (i) delinquency of payment by a previous occupant; (ii) failure to pay charges not related to electric service; (iii) failure to pay for a different class of electric service; (iv) failure to pay an under billing, other than for theft of service, that is more than six (6) months old; (v) failure to pay for a disputed charge until a determination as to the accuracy is made; (vi) failure to pay an under billing due to faulty metering, unless there has been meter tampering; or (vii) failure to pay estimated bills as requested when actual meter read data is not available. Furthermore, Amigo Energy will not disconnect your service or terminate our Agreement with you during an extreme weather emergency, or on a holiday or weekend. If you are receiving energy assistance, Amigo Energy will not disconnect service or terminate its Agreement with you for nonpayment if it receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service. Additionally, if disconnection of electric service would cause some person residing at your residence to become seriously ill please contact Amigo Energy for assistance. Please refer to your Terms of Service for full details.

### Customer Complaints & Disputes

You have the right to contact our service representatives to ask questions about your electric service or charges on your bill, terminate your service and conduct any other business relating to the services that we provide to you. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to Amigo Energy. Amigo Energy will promptly investigate and advise you of the results within twenty-one (21) days.

You have the right to file an informal or formal complaint with the PUCT (and Amigo Energy cannot and will not limit that right). While a complaint with the PUCT is pending, Amigo Energy will not initiate collection activities with respect to the disputed portion of the bill. You will be obligated to pay any undisputed portion of the bill and Amigo Energy may pursue disconnection of service for nonpayment of the undisputed portion after appropriate notice. If you wish to contact the PUCT, you will find the PUCT's contact information at the end of this document.

### Language

You have the right to designate receipt of the following documents and information in either English or Spanish: "Your Rights as a Customer" disclosure; Terms of Service documents; Electricity Facts Label; bill notices and termination notices; information on the availability of new electric services; discount programs; promotions; access to customer service, including the restoration of electric service and response to billing inquiries.

### Unauthorized Switch of Service- "Slamming"

You have the right to choose your retail electric provider. A change in your retail electric provider can only be made with your permission. If you believe that Amigo Energy or some other entity has switched your electric service to another provider without your permission, please contact Amigo Energy to rectify this problem. Amigo Energy does not support the practice of slamming and has processes in place to deter this practice.

You do not have the right to receive electric service without payment. Amigo Energy has the right to disconnect your service and terminate our Agreement with you if you fail to pay for the service provided to you. Before Amigo Energy can disconnect your service and/or terminate our Agreement with you, you have the right to be provided with a disconnection and/or termination notice that will inform you of the reasons for the disconnection and/or termination and the preventative steps available to you that must be taken in order to avoid disconnection. If your service has been disconnected for nonpayment or another reason, please contact Amigo Energy immediately. Amigo Energy shall upon satisfactory correction of the reasons for disconnection including payment of the appropriate disconnection and reconnection fees, notify the TDSP to reconnect your service.

### Payment & Discount Programs

If you contact Amigo Energy and indicate an inability to pay a bill, we shall inform you of all applicable payment options, and payment assistance programs such as a payment arrangement, deferred payment plan, average/balance billing or low income energy assistance programs. Additionally, you may be qualified for financial and energy assistance programs. Please refer to your Terms of Service for full details..

### **Do Not Call List**

Customers may add their name, address and telephone number to a state-sponsored electric no-call list. A customer that registers for inclusion on the electric no-call list can expect to stop receiving telemarketing calls on behalf of REPs within sixty (60) days. The customer must pay a fee not to exceed \$5.00 to register at the time of registration by credit card, check or money order, as appropriate. Registration may be accomplished via the United States Postal Service at Texas No Call, P.O. Box 313, E. Walpole, MA 02032; Internet at [www.texasnocall.com](http://www.texasnocall.com), or telephonically at 1-866-896-6225. Registration of a telephone number on the electric no-call list expires after five (5) years. A registered customer may continue to receive calls from telemarketers other than REPs, and the customer may instead or may also register for the Texas no-call list that is intended to limit telemarketing calls regarding consumer goods and services in general, including electric service.

### **Report an Outage & Emergency Repairs**

In case of an emergency or to report an outage, please contact your TDSP directly. See contact information below.

### **Customer Information & Privacy Rights**

Amigo Energy will not release your proprietary customer information except as authorized under law. Amigo Energy will not provide or sell this information to any other entities without first obtaining your consent. In special circumstances the PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, your TDSP, the registration agent, the Office of the Public Utility Counsel, the PUCT and agents, vendors, partners or affiliates of Amigo Energy engaged to perform services or functions on behalf of Amigo Energy.

### **Contact Information**

#### **For Billing or Service Inquiries:**

Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificate No.10081, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Amigo Energy customer service representative at [CustomerSupport@AmigoEnergy.com](mailto:CustomerSupport@AmigoEnergy.com), (888) 469-2644. We are available Monday-Friday 8:00 AM-7:00 PM CST Saturday 8:00 AM- 6:00 PM CST. Our internet address is [www.AmigoEnergy.com](http://www.AmigoEnergy.com). Our fax number is 832-201-0541. Our mailing address is: P.O. Box 3607, Houston, Texas 77253-3607.

#### **For Outages or Emergencies:**

**CenterPoint:** 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456;

**AEP Central:** 1-866-223-8508; **AEP North:** 1-866-223-8508

#### **Public Utility Commission of Texas:**

Customer Protection Division

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 or in Texas (toll-free) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 and

Relay Texas (toll-free) 1-800-735-2989

E-mail address: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us) - Internet website address: [www.puc.state.tx.us](http://www.puc.state.tx.us)