

YOUR RIGHTS AS A CUSTOMER

This summary of Your Rights as a Customer is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted. You may read the PUC's rules at www.puc.state.tx.us/rules/subrules/electric.

24 HOUR POWER OUTAGE REPORTING: To report a power outage, contact the transmission and distribution service provider (TDSP) for your area directly:

AEP TEXAS CENTRAL: 1-866-223-8508
AEP TEXAS NORTH: 1-866-223-8508
CENTERPOINT ENERGY: 1-800-332-7143 or 713-207-2222
TEXAS NEW MEXICO POWER: 1-888-866-7456
TXU ELECTRIC DELIVERY: 1-888-313-4747

Complaint Resolution: Brilliant Energy provides a toll-free telephone number and an address you may use to resolve any billing dispute or to ask questions. Please contact Brilliant Energy if you have specific comments, questions or complaints. Brilliant Energy may be contacted as follows:

Telephone: 1-877-789-8801 (toll free) or 713-789-8800 (in Houston)
Fax: 713-789-8806
Hours of Operations: 8am - 5pm, CST, Monday - Friday, excluding Weekends and Holidays
US Mail: Brilliant Energy, LLC
800 Wilcrest, Suite 109
Houston, TX 77042

Upon receipt of a complaint, Brilliant Energy will investigate and respond within 21 days. If you are dissatisfied with the results of the initial investigation, you may request a supervisory review. Brilliant Energy will advise you of the results of the supervisory review within 10 business days of your request. If you are still dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT or the Office of the Attorney General, Consumer Protection Division.

For a PUC complaint, please include sufficient information to identify you and the REP about which the complaint is made and describe the issue specially. The following information should be included in the complaint: (i) the account holder's name, billing and service address(es), and telephone number; (ii) the name of the REP or aggregator; (iii) the account number or electric service identifier (ESI-ID); (iv) an explanation of the facts relevant to the complaint; (v) your requested resolution; and (vi) any documentation that supports the complaint, including copies of bills or terms of service documents. You may contact the PUC by any of the following methods:

Telephone: 1-888-782-8477 (tty 800-735-2988)
Online: customer@puc.state.tx.us
US Mail: Public Utility Commission
Customer Protection Division
PO Box 13326
Austin, TX 78711-3326

If the complaint involves a disputed bill, Brilliant Energy will not initiate collection, 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, Brilliant Energy may disconnect your service for non-payment of any *undisputed* portion of the bill.

Unauthorized Change of Service Provider / "Slamming": A REP must obtain verifiable authorization from you before switching your electric service. If you think your electric service has been switched without authorization, ask the REP to provide a copy of your authorization and verification. The REP must provide this within 5 business days of your request. If you are not satisfied with the response, you may also file a complaint with the PUC at the address provided in this document for complaint resolution. The REP must respond within 21 days of receipt of the complaint filed with the PUC by providing all documentation it relied upon for authorization to switch, and detailing corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, then all of the affected REPs, the registration agent, and the TDSP must take all actions necessary to return you to your original REP (or REP of choice in the case of a move-in) as soon as possible. The REP that did not have 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 did not have your authorization is responsible for paying all charges associated with returning your service to your REP of choice.

The REP of choice does not need to obtain additional authorization from the customer. The original REP of choice 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.

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.

Cancellation. YOU HAVE UNTIL MIDNIGHT ON THE THIRD FEDERAL BUSINESS DAY TO CANCEL AFTER YOU RECEIVE AN EXECUTED COPY OF THE TERMS OF SERVICE FROM REP. Cancellation may be requested by phone, fax, or email. There are no penalties or fees to cancel during this grace period.

After the grace period, if you cancel or terminate this agreement prior to the minimum term of service and without consent by REP, early termination fees will apply. Customer's payment of damages to REP for early termination not excused in writing are outlined in detail in your Terms of Agreement. Your right to cancel does not apply if your REP drops you to an affiliated REP for non-payment. You may terminate service with your REP without penalty if you move, or if your REP notifies you of a material change to the term and conditions of service as stipulated in the Terms of Service.

Unauthorized Charges / "Cramming": Before any new charges are included on your electric bill, Brilliant Energy must inform you of the product or service, all associated charges, how these charges will appear on your electric bill, and obtain your acceptance of the product or service. If you believe your electric bill includes unauthorized charges, contact Brilliant Energy to dispute such charges. You may also file a complaint with the PUCT if you are not satisfied with their response. Brilliant Energy will not seek to disconnect your electric service for non-payment 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 it is determined the charges were unauthorized, Brilliant Energy will:

- discontinue the product or service, and stop charging for the unauthorized product or service
- remove the unauthorized charge from your bill
- issue a refund or credit for any money that was paid for unauthorized charges, and if any unauthorized charge that has been paid is not refunded or credited within three billing cycles, pay interest at an annual rate established by the PUCT on the amount of such unauthorized charges until they are refunded or credited, and
- on request, provide free of charge billing records related to any unauthorized charge(s) within 15 business days after the date of the removal of the charge.

Brilliant Energy will not:

- terminate your electric service for non-payment of an unauthorized charge, or
- file an unfavorable credit report against you for not paying charges that you feel were unauthorized unless the dispute regarding the unauthorized charges is ultimately resolved against you. *You are obligated to pay any charges that are not in dispute.*

- re-bill you for unauthorized charges.

In the event that your REP erroneously files an unfavorable credit report against you for not paying charges you feel were unauthorized, the REP must correct the credit report without delay.

Deposits. Initial Deposit. A Customer may be required to make a security deposit prior to receiving service if the customer is unable to demonstrate creditworthiness. If a security deposit is required, in no event shall REP require a security deposit be in excess of (a) the sum of the next two month's estimated usage or (2) one-fifth (1/5) of the estimated annual billing. Customer deposits held by REP shall be kept in a separate account and shall not be co-mingled with REP's funds. Security deposits will be refunded to customer as a credit to the invoice if no late payments have been applied to customer's account after 12 consecutive months. However, in the event that Customer is past due more than once during the last 12 months of service or had service disconnected for non-payment during the last 12 months of service, REP may require an additional deposit.

Additional Deposits. Additional deposits may be requested if:

- a termination or disconnection notice has been issued or the account disconnected within the previous 12 months; and
- the average of actual billings for the last 12 months are at least twice the amount of the original average of the estimated annual billings.

A REP may terminate or disconnect service if the additional deposit is not paid within ten days, provided a written disconnection notice has been issued to the customer. A disconnection notice may be combined with or issued concurrently with the written request for the additional deposit.

Interest on Deposits. REPs requiring deposits shall pay interest at an annual rate at least equal to that set by the commission on December 1 of the preceding year pursuant to Texas Utilities Code §183.003 (Vernon 1998) http://www.google.com/search?hl=en&source=hp&q=Texas+Utilities+Code+%C2%A7183.003+%28Vernon+1998%29+&rlz=1R2_RNTN_enUS376&aq=f&aqi=&aql=&og=&gs_rfai= If a deposit is refunded within 30 days of the date of deposit, no interest payment is required. If the utility keeps the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

Deferred Payment Plans. If you cannot pay your bill, call Brilliant Energy immediately. Brilliant Energy may offer you a short-term payment arrangement to allow you to pay after the current due date, but before next bill is due. You may also qualify for a "deferred payment plan."

REPs, upon request, must offer customers deferred payment plans for bills that are due during an extreme weather emergency or 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 to customers with an annual peak demand of less than 50Kw.

A deferred payment plan allows you to pay an outstanding bill in installments beyond the due date of the next bill. Under such a plan, Brilliant Energy may require an initial payment, not to exceed 25% of the delinquent amount of the outstanding balance to initiate the agreement. The balance would then be due in equal installments over at least the next three billing cycles. Brilliant Energy must offer you a deferred payment plan unless you have received more than 2 disconnect notices during the past 12 months or unless you have been a Brilliant Energy customer for less than 3 months and do not have sufficient credit or payment history with another REP.

Other Payment Arrangements. REP's 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, the REP may disconnect your service as discussed in the "Disconnection of Service" section of this document. For further details on these programs, please see your Terms of Service document or contact Brilliant Energy for more information.

Financial and Energy Assistance: If you indicate to us that you are unable to pay your bill or that you need assistance, we will inform you of the applicable payment options and payment assistance programs that are offered by or available from Brilliant Energy. If you receive food stamps, Medicaid, TANF, AFDC, or SSI from the TDHS or if your household income is not more than 125% of the federal poverty guidelines, you could qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). You may contact TDHCA by emailing your question to info@tdhca.state.tx.us, calling 800-525-0657, faxing 800-733-5120, or writing to TDHCA, PO Box 13941, Austin, TX 78711-3941.

The REP will implement a bill payment assistance program that will solicit voluntary donations from customers through their retail electric bills. An assistance agency will be selected to disburse funds and the agency will not discriminate in the distribution of funds to customers based on race, creed, color, national origin, ancestry, gender, marital status, lawful source of income, disability, familial status, location of customer in an economically distressed geographic area, or qualification for the low-income discount program or energy efficiency services.

Critical Care. If 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, Brilliant Energy will provide to you a standardized Critical Care Eligibility determination Form, which you must complete and return to Brilliant. The critical care request is evaluated and approved by your TDSP; however, you may appeal the eligibility determination to the TDSP. If you are 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 Brilliant 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 the REP or the TDSP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Brilliant Energy immediately regarding possible deferred payment options or other assistance that may be offered.

Meter Reading and Testing: Please contact REP for instructions on how to read your meter. You have the right to request a meter test from your TDSP. The test will be made during normal working hours and scheduled as much as possible to accommodate you. 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 TDSP. The TDSP will advise you of the test results, including the test date, testing person, and if applicable, the removal date of the meter.

Disconnection of Service with Notice. The PUCT, as of June 1, 2004, allows REP to request disconnection of Customer's service if payment has not been received by the final due date. A REP having disconnection authority may authorize the disconnection of a customer's electric service after proper notice for any of the following:

- failure to pay outstanding bona fide debts for electric service owed to REP,
- failure to make deferred payment arrangements by the date of disconnection stated on the disconnection notice
- failure to comply with the terms of a deferred payment agreement made with REP
- failure to pay a deposit as required by §25,478 of the Customer Protection Rules enacted by the PUCT (related to Credit Requirements and Deposits),
- failure of the 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, or
- violation of the REP's terms and conditions for using service in a manner which interferes with the service of others, or the operation of nonstandard equipment, provided a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

Prior to disconnecting your service, a 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 REP's personnel are available to take payments and service can be reconnected.

Disconnection of Service WITHOUT Notice. Electric service may be disconnected without notice if:

- service was connected by a person without authority and without an Agreement
- there is evidence of tampering with equipment of the transmission or Local Distribution Utility, municipally owned utility or electric cooperative
- there is evidence of theft of service
- a known dangerous condition exists. Prior notice will be given if possible. Notice will be provided by phone or posted on the door of the residential unit as soon as practicable after service is disconnected. If service was disconnected because a dangerous situation exists, you must correct the situation before service can be reconnected. Once you notify REP that corrective action has been taken, service can be reconnected.

Your service cannot be disconnected 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 REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- failure to pay charges arising from an under billing due to any faulty metering, unless the metering has been tampered with
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your TDSP is unable to read the meter due to circumstances beyond its control;
- if REP receives notification by the final due date stated on your 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, REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform 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 and meet specific qualifications.

Restoration of Service. If your service has been disconnected for non-payment, REP will, upon satisfactory correction of the reasons for the disconnection and payment of appropriate disconnection and reconnection fees, notify your TDSP to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to the TDSP that you have corrected the dangerous situation.

Availability of POLR: You have the option to request service from the POLR, which offers a standard retail service package. If you would like more information about POLR service, you may contact the PUCT or Brilliant Energy via the methods listed above.

Do Not Call Lists. Texans may now register a residential telephone number for the "Do Not Call" list sponsored by the PUCT. There is a small fee for the service, but placing your name, address and telephone number on this list will identify you as someone who does not wish to receive telemarketing call at home. However, telemarketers may contact customers with whom they have an established business relationship; to collect a debt; and, in several other specified circumstances. There is a state-sponsored electric no-call list that is intended to limit the number of telemarketing calls received relating to the customer's choice of REPs. The statewide "Do Not Call" list applies to telephone marketers operating in Texas.

Within 60 days of the date your number appears on a published list, you should stop receiving telemarketing calls. If you continue to receive telemarketing calls after the 60th day, contact the PUCT or the Office of the Attorney General, Consumer Protection Division, 1-800-621-0508. To sign up for either list, visit www.texasnocall.com. For an application or to register by phone using

your Visa or MasterCard, call toll-free 1-866-TXNOCAL (866-896-6255). To request an application in writing, send your request to TEXAS NO CALL, PO Box 313, E. Walpole, MA 02032.

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 exclusion will not apply to the release of information by a REP to:

- the Public Utility Commission of Texas in pursuit of its regulatory oversight or the investigation and resolution of customer complaints
- the Office of the Public Utility Counsel
- the TDSP within whose geographic area the customer is located
- local, state and federal law enforcement agencies
- a consumer reporting agency as defined by the Federal Trade Commission
- an agent, vendor, partner, or affiliate of the REP engaged to perform any services for or functions on behalf of REP
- an energy assistance agency in order to allow customer to qualify for or obtain financial assistance provided by that agency
- the registration agent or a TDSP in order to enable customer's move-in, transfer or switch.