



Ohio Administrative Code Rule 4901:1-29-11 Contract disclosure.

Effective: December 1, 2014

All retail natural gas supplier and opt-in governmental aggregator customer contracts shall include, but not be limited to, the following information, which shall be stated in clear and understandable language:

(A) A notification that switching fees may apply to a customer under the incumbent natural gas company's tariff.

(B) A notification that the customer has the right to request from the retail natural gas supplier or opt-in governmental aggregator up to twenty-four months of the customer's payment history for services rendered by the retail natural gas supplier or governmental aggregator without charge.

(C) The retail natural gas supplier's or opt-in governmental aggregator's name, mailing address, internet address (if applicable), and a toll-free telephone number (with hours of operation and time zone reference) for customer contacts.

(D) The services to be provided by the retail natural gas supplier or opt-in governmental aggregator and those to be provided by the incumbent natural gas company, including which entity will bill for those services.

(E) The seven-business-day period during which a customer has to rescind such contract without penalty and the methods for customers to make such rescission by contacting the incumbent natural gas company (orally or in writing).

(F) The respective policies, procedures, and any penalties for contract termination by the retail natural gas supplier or opt-in governmental aggregator and by the customer after the rescission period, including any change in such policies, procedures, and penalties that will become effective upon renewal of the contract.



(G) A notification as to the consequences of nonpayment:

(1) In the case where a retail natural gas supplier or opt-in governmental aggregator bills for its own services, a notification that, should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangement, the customer's contract may be terminated by the retail natural gas supplier or opt-in governmental aggregator on fourteen days' notice and that early termination penalties may apply.

(2) In the case where the natural gas company bills for the commodity service of a retail natural gas supplier and/or opt-in governmental aggregator, a notification that, should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangement, the customer's service may be terminated in accordance with the incumbent natural gas company's tariffs and the customer's contract with its retail natural gas supplier and/or opt-in governmental aggregator may be automatically terminated, leading to early termination penalties.

(H) A statement that the contract automatically terminates if any of the following occurs:

(1) The requested service location is not served by the incumbent natural gas company.

(2) The customer moves outside the incumbent natural gas company service area or to an area not served by the retail natural gas supplier or opt-in governmental aggregator.

(3) The retail natural gas supplier or opt-in governmental aggregator returns the customer to the customer's incumbent natural gas company's applicable tariff service, provided that the retail natural gas supplier or opt-in governmental aggregator is permitted to terminate the contract under the terms and conditions of the contract.

(I) Notification regarding contract termination by the customer:

(1) A statement that the customer has a right to terminate the contract without penalty in the event the customer relocates outside the service territory of the incumbent natural gas company or within the service territory of an incumbent natural gas company that does not permit portability of the contract.



(2) If the contract allows the retail natural gas supplier or opt-in governmental aggregator the right to terminate the contract for any reason other than those reasons set forth in paragraph (H)(2) of rule 4901:1-29-10 of the Administrative Code, then a statement that the customer has a right to terminate the contract without penalty at any time.

(J) An itemized list and explanation of all prices in clear and understandable language and all fees associated with the service such that:

(1) For fixed-rate offers, such information shall, at minimum, include: the cost per Ccf or Mcf, whichever is consistent with the incumbent natural gas company's billing format, for competitive retail natural gas service, if the product is based on a per-unit price, or for flat-monthly rate offers, a specific listing of the rate to be charged per month for the duration of the contract; the amount of any other recurring or nonrecurring retail natural gas supplier or opt-in governmental aggregator charges; and a statement that the customer will incur additional charges for the incumbent natural gas company's services.

(2) For variable-rate offers, such information shall, at minimum, include the amount of any other recurring or nonrecurring retail natural gas supplier or opt-in governmental aggregator charges; a statement that the customer will incur additional charges for the incumbent natural gas company's services; and either of the following options:

(a) A clear and understandable formula, based on publicly available indices or data, that the retail natural gas supplier or opt-in governmental aggregator will use to determine the rate that will be charged.

(b) A clear and understandable explanation of the factors that will cause the price per Ccf or Mcf, whichever is consistent with the incumbent natural gas company's billing format, to vary (including any related indices) and how often the price can change. In the event the retail natural gas supplier or opt-in governmental aggregator chooses to follow this option, no early termination fee may be charged.

(K) The terms and conditions of service, including any restrictions and limitations associated with



the service or product offered.

(L) Procedures for handling complaints and disputes, including the following:

"If your complaint is not resolved after you have called (name of retail natural gas supplier or opt-in governmental aggregator), or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service)."

(M) A statement that:

"The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."

(N) Billing intervals and any late payment fees.

(O) Contract duration, including the estimated starting and expiration month and year.

(P) Whether the contract contains an automatic renewal provision and the terms of such provision.

(Q) Any credit, deposit, and collection procedures, including terms and conditions associated with the return of any deposit at the time of contract termination.

(R) Who will bill for the retail natural gas supplier's or opt-in governmental aggregator's service(s).

(S) A notification that the customer's social security number, account number(s), or any customer information will not be released without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code.

(T) If applicable, a notification that, if the customer voluntarily returns to the incumbent natural gas company after choosing a retail natural gas supplier or opt-in governmental aggregator, the customer



may be charged a price other than the incumbent natural gas company's applicable tariff rate.

(U) If, due to a change in market conditions, the retail natural gas supplier wishes to lower the price per Ccf or Mcf charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract.