



Ohio Administrative Code Rule 4901:1-21-12 Contract disclosure.

Effective: December 1, 2014

(A) All competitive retail electric service (CRES) provider customer contracts shall include, but not be limited to, the following information:

- (1) If applicable, a notification that the electric utility may charge switching fees to the customer.
- (2) A notification that the customer has the right to request from the CRES provider, twice within a twelve-month period, up to twenty-four months of the customer's payment history without charge.

(B) All CRES provider contracts with residential and small commercial customers shall include, but not be limited to, the following information (to be stated in clear and understandable language):

- (1) The CRES provider'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.
- (2) The services to be provided by the CRES provider and those to be provided by the electric utility, including which entity will bill for those services.
- (3) The number of days a customer has to cancel such contract without penalty and the methods for customers to make such cancellation by contacting the electric utility (orally, electronically, and in writing).
- (4) The respective policies, procedures, and any penalties for contract termination by the CRES provider and by the customer after the cancellation period.
- (5) A notification that the CRES provider may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements.



(6) The customer's right to terminate the contract without penalty in one of the following circumstances:

(a) If the customer moves outside the CRES provider's service area or into an area where the CRES provider charges a different price.

(b) If the contract allows the CRES provider to terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits the CRES provider from performing under the terms of the contract.

(7) An itemized list and explanation of all prices and all fees associated with the service such that:

(a) For fixed-rate offers, such information shall, at minimum, include the cost per kilowatt hour for generation service, and, if applicable, transmission service.

(b) For per cent-off discounted rates, an explanation of the discount and the basis on which any discount is calculated.

(c) For variable-rate offers, either of the following options:

(i) A clear and understandable formula, based on publicly available indices or data that the CRES provider will use to determine the rate that will be charged. In the event that the CRES provider chooses to follow this option, the indices or data on which the price is based must be clearly identified in the contract terms and conditions.

(ii) A clear and understandable explanation of the factors that will cause the price to vary including any related indices and how often the price can change. In the event that the CRES provider chooses to follow this option, no early termination fee may be charged.

(d) For offers based upon kilowatt hours, the unit price per kilowatt hour.

(e) For flat-monthly rate offers, a specific listing of the rate to be charged per month for the duration



of the contract.

(8) The amount of any other recurring or nonrecurring CRES provider charges and a statement that the customer will incur additional service and delivery charges from the electric utility.

(9) The terms and conditions of service, including any restrictions, limitations, contingencies, or conditions precedent associated with the service or product offered.

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

"If your complaint is not resolved after you have called your electric supplier and/or your electric utility, 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)."

(11) 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>."

(12) Billing intervals and any late payment fees.

(13) Contract duration, including the estimated starting and expiration dates and a commitment that service shall begin with the next available meter reading after processing of the request by the electric utility and the CRES provider;

(14) If the contract contains an automatic renewal provision and the terms of such provision do not require the customer's affirmative consent, a conspicuous, highlighted statement indicating that the CRES provider can renew this contract without the customer's affirmative consent even when there is a change in the rate or other terms and conditions.

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



(16) For generation service contracts, an incorporation by reference of information (accompanying the contract) regarding the approximate generation resource mix and environmental characteristics of the power supplies.

(17) Who will bill for the CRES provider's service(s).

(18) A notification that the CRES provider is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for the CRES provider's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

(19) A statement informing customers that if they switch back to (name of electric utility) they may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

(20) A statement indicating to the customer whether the CRES provider offers budget billing for the generation portion of the bill.

(21) A statement informing customers that the failure to pay electric utility charges may result in the customer being disconnected in accordance with the electric utility tariff.

(22) If, due to a change in market conditions, the CRES provider wishes to lower the price per kilowatt hour 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.