



## Ohio Administrative Code

### Rule 4901:1-29-10 Contract administration and renewals.

Effective: December 1, 2014

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(A) A retail natural gas supplier or opt-in governmental aggregator shall arrange for the provision of competitive retail natural gas service by contracting with its customers. In its administration of such contracts, a retail natural gas supplier or opt-in governmental aggregator is prohibited from engaging in unfair, deceptive, misleading, and unconscionable acts and practices.

(B) A retail natural gas supplier or opt-in governmental aggregator shall maintain copies of individual customer contracts for no less than two years after such contracts terminate. Copies may be saved in electronic formats if such preserves the image of the original signatures on signed documents.

(C) For any contract where the customer's signature is not physically on the same document as the complete terms and conditions of such contract, the retail natural gas supplier or opt-in governmental aggregator must assign a unique version number to each version of the contract. Such version number must appear on the document containing the customer's actual signature, on the copy of the terms and conditions left with the customer, and on a master copy of the complete terms and conditions of the contract. Both the document containing the customer's physical signature and the master copy of the complete terms and conditions must be retained in accordance with this rule. This provision shall not apply where the retail natural gas supplier or opt-in governmental aggregator has obtained the customer's consent by telephone or internet enrollment.

(D) In its administration of customer contracts, a retail natural gas supplier or opt-in governmental aggregator shall:

(1) Not assign a customer contract to another retail natural gas supplier or opt-in governmental aggregator without:

(a) Providing a minimum of fourteen days written notice to the commission's staff and any affected natural gas company before the contract assignment. Such notice shall include:



- (i) The name of the retail natural gas supplier or opt-in governmental aggregator to whom the contract(s) will be assigned.
  - (ii) The type of contract(s) to be assigned (e.g., residential, small commercial).
  - (iii) The number of contracts to be assigned.
  - (iv) The incumbent natural gas company involved.
  - (v) The date of the assignment.
  - (vi) A copy of the customer notification.
- (b) Providing prior written notice to the customer.
- (2) When assigned a contract previously administered by another retail natural gas supplier or opt-in governmental aggregator, comply with all terms and conditions in effect for the contract before the assignment occurred.
- (3) Comply in a timely manner with all valid notices from customers to cancel or terminate the contract as provided for by the contract and by this chapter.
- (4) Assign a number to each version of its standard contract form (including changes in contract price), retain such forms for no less than two years, and provide copies to staff within three business days of request.
- (E) A customer shall have the right to rescind his/her contracts, within seven business days following the postmark date on the natural gas company's confirmation notice:
- (1) By calling the incumbent natural gas company at the designated toll-free or local telephone number.



(2) By written notice to the incumbent natural gas company which is effective as of the date of the postmark.

(F) The retail natural gas supplier or opt-in government aggregator shall furnish written notice to residential and small commercial customers of pending contract expiration between forty-five and ninety calendar days before the contract expires. Such notice shall be made by separate mailing (envelope or postcard), or by conspicuously placed bill message or bill insert. The front cover of such mailing shall contain the following statement: "Important notice regarding your natural gas service contract's expiration." This notice may be combined with a renewal notice. This paragraph does not apply to the expiration of contract periods of one month or less. If the contract does not contain an automatic renewal clause, the notice shall include a statement explaining the service to which the customer will default.

(G) Contract renewals.

(1) The provisions of this paragraph apply to all residential and small commercial contracts that contain automatic renewal clauses, except those which renew on a month-to-month basis.

(2) For contracts that contain an early termination or cancellation option with no fee for early termination or cancellation, upon renewal, the retail natural gas supplier or opt-in governmental aggregator shall, in a separate notice, notify customers of such expiration at least forty-five calendar days, but not more than ninety calendar days, in advance of the contract expiration date. Such notice shall accurately describe or highlight any changes and state that the customer contract will renew at the specified rate unless the customer affirmatively cancels the contract. Such notices must clearly and accurately describe the manner in which the customer may cancel the contract and the time during which the customer must act to cancel the contract.

(a) The notice shall be made by separate mailing (envelope or postcard), the front cover of which shall state: "Important notice regarding your electric service contract."

(b) The notice shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract.



(c) The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

(3) For contract renewals that contain an early termination or cancellation option with a fee of twenty-five dollars or less for early termination or cancellation, upon renewal, the retail natural gas supplier or opt-in governmental aggregator shall provide the customer with two separate notices that accurately describe or highlight any changes and state that the customer contract will renew at the specified rate unless the customer affirmatively cancels the contract. Such notices must clearly and accurately describe in understandable language the manner in which the customer may cancel the contract and the time during which the customer must act to cancel the contract. The first notice shall be in writing in accordance with the requirements of this rule and shall be provided at least forty-five calendar days, but no more than ninety calendar days in advance of the contract expiration date. The second notice may be in writing in accordance with paragraphs (G)(2)(a) to (G)(2)(c) of this rule, by telephone, by a notice on the customer's monthly bill, or by electronic mail. The second notice shall be provided at least thirty-five calendar days in advance of the contract expiration and must contain the rate at which the customer contract will renew, or in the case of a variable rate, the applicable formula.

(a) In the event that the competitive retail natural gas supplier or opt-in governmental aggregator provides the second notice by telephone, the retail natural gas supplier or opt-in governmental aggregator must confirm that the customer of record is on the line, clearly explain both the new contract price and the manner in which the customer may cancel the contract, record the entire conversation, and retain such recording in a manner consistent with rule 4901:1-29-06 of the Administrative Code.

(b) In the event that the retail natural gas supplier or opt-in governmental aggregator provides the second notice on the customer's monthly bill, such notice must be in a different color, highlighted, or otherwise differentiated from the remainder of the bill.

(c) In the event that the retail natural gas supplier or opt-in governmental aggregator provides the second notice by electronic mail, the notice must:

(i) State "Important notice regarding your electric service contract" in the subject area of the



message.

(ii) Be from an electronic mail address that is readily identifiable as the retail natural gas supplier or opt-in governmental aggregator.

(iii) Include a receipt returned to the sender which confirms that the addressee has opened the document.

(d) This paragraph shall not apply to contract renewals which renew on a month-to-month basis.

(4) For contract renewals that contain an early termination or cancellation option with a fee greater than twenty-five dollars for early termination or cancellation or which contain no option for early termination or cancellation, upon renewal, the retail natural gas supplier or opt-in governmental aggregator shall notify the customer of any changes, describe or highlight each change, and also obtain the customer's affirmative consent to such changes pursuant to any of the enrollment procedures established in rule 4901:1-29-06 of the Administrative Code. In addition, the retail natural gas supplier or opt-in governmental aggregator shall notify the customer that no response will result in the customer automatically reverting to the natural gas company unless the customer chooses another retail natural gas supplier or opt-in governmental aggregator. The notice shall be provided at least forty-five calendar days, but not more than ninety calendar days, in advance of the contract expiration date, and comply with paragraphs (G)(2)(a) to (G)(2)(c) of this rule. This paragraph shall not apply to contract renewals which renew on a month-to-month basis.

(H) Each customer shall have the right to terminate the contract with a retail natural gas supplier or opt-in governmental aggregator, without penalty, in either of the following two circumstances:

(1) The customer relocates outside the territory of the incumbent natural gas company or within the territory of an incumbent natural gas company that does not permit portability of the contract.

(2) The contract allows the retail natural gas supplier or opt-in governmental aggregator to terminate the contract for any reason other than customer nonpayment 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 retail natural gas supplier or opt-in governmental aggregator from



performing under the terms of the contract.

(I) No retail natural gas supplier or opt-in governmental aggregator contract shall limit or preclude a customer's right to make formal or informal complaints to the commission. A retail natural gas supplier or opt-in governmental aggregator shall not require a customer, as part of the terms of service, to engage in alternative dispute resolution.