

# Your Rights as a Customer

This document summarizes Your Rights as a Customer (YRAC) and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs), including those affiliated with your Transmission and Distribution Utility (TDU) (Affiliated REP) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC’s complete set of electric rules at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>. We are pleased to address your questions or concerns and welcome the opportunity to resolve any issues or questions you may have about your service. You have the right to receive this document and any disconnection notices mailed to you, in both English and Spanish. If you have questions about this document or any other issue regarding your service, please contact Champion Energy Services, LLC, PUCT No. 10098.

## Contact Information for Champion Energy Services, LLC

**Corporate Address:** 717 Texas Avenue, Suite 1000  
Houston, TX 77002

**Website:** [www.championenergyservices.com](http://www.championenergyservices.com)

**Email:** [support@championenergyservices.com](mailto:support@championenergyservices.com)

**Customer Care Hours:** 24 hours a day, 7 days a week

**Customer Care Toll-Free:** 1.877.653.5090

**Fax:** 281.653.5080

**Address to Mail Payments:** PO Box 4049  
Houston, TX 77210

## Reporting a Power Outage

If Champion is made aware of an outage, it will report such outage to the applicable TDU. Champion is responsible for providing you with the applicable telephone number(s) to call to report an outage or other emergency. To report a power outage, please select your TDU’s 24-hour service line from the list below:

CenterPoint (Houston and surrounding areas):.....	1.800.332.7143
Oncor Electric Delivery (DFW and West Texas):.....	1.888.313.4747
AEP Central (CP&L Area): .....	1.866.223.8508
AEP North (WTU Area): .....	1.866.223.8508
Texas-New Mexico Power Company (First Choice):.....	1.888.866.7456

## TDU Load Shedding Information

The Electric Reliability Council of Texas (ERCOT) manages the flow of electric power to more than 26 million Texas customers. When there is not enough electricity available to serve demand and ERCOT has exhausted all other available solutions, ERCOT will instruct TDUs to reduce power on the system to balance supply and demand and avoid uncontrolled blackouts. Load shedding may cause a customer(s) to lose power until ERCOT has restored that balance. For more information, please visit the website below for your TDU.

CenterPoint:

<https://www.centerpointenergy.com/en-us/Documents/CEHE-Load-Shed-Document.pdf>

Oncor Electric Delivery:

<https://www.oncor.com/content/dam/oncorwww/documents/partners/rep/Load%20Shed%20Information.pdf>

AEP (Central & North):

<https://www.aeptexas.com/outages/load-shed-information>

Texas-New Mexico Power Company:

<https://www.tnmp.com/sites/default/files/2021-12/tnmp-rep-load-shedding.pdf>

## Billing and Customer Service Issues / Customer Complaints

Anytime you feel that your bill may contain a mistake, or if you have other complaints about your Champion Energy service, please contact Champion Energy immediately. You may submit a complaint in person or by letter, fax, e-mail or telephone to the Champion Energy contact information described below. Champion Energy takes your concerns seriously, and will promptly investigate the issue, contact you to review, and make any necessary corrections to ensure that your issue is resolved. If Champion Energy's customer care center fails to resolve the issue to your satisfaction, you are entitled to request a management review of your issue with Champion Energy. You are also entitled to file a complaint with the PUCT.

**Mailing Address:** Public Utility Commission of Texas  
PO Box 13326  
Austin, Texas 78711-3326

**Toll Free:** 1.888.782.8477

**Fax:** 512.936.7003

**TTY:** 512.936.7136

**Website:** [www.puc.state.tx.us](http://www.puc.state.tx.us)

**Email:** [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

**Customer Protection Division:** 512.936.7120

Individuals who are deaf, hard-of-hearing, deaf-blind or speech-disabled, may contact the PUCT using a TTY (TeleTYPE) phone by dialing 1.800.735.2989. More information on this program may be obtained by visiting [www.puc.state.tx.us/relay/about/about.cfm](http://www.puc.state.tx.us/relay/about/about.cfm) online. When filing a complaint, be sure to include your name, address, telephone number, the name of your Retail Electric Provider (Champion Energy), your Champion Energy account number, the nature of your complaint and copies of your disputed bill and your contract. The PUCT will investigate your complaint and will contact you directly with the results of their review.

## Deposits

Customers unable to demonstrate satisfactory credit may be required to post a deposit or other acceptable collateral to receive service. Estimated billings for an initial deposit from an applicant may be based upon a reasonable estimate of average usage for the customer class or may be based on the customer's estimation of anticipated usage or the premise's actual historical usage; the amount of deposit will not exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing. Customers who qualify for a rate reduction program may pay the deposit in two equal installments if required to pay over fifty dollars (\$50). Applicants 65 years of age and older who are not currently delinquent in paying their electric service account, applicants who have been declared a victim of domestic family violence, and applicants who have provided a letter of credit will qualify to have the deposit waived; please call us for additional information. If you are a victim of family violence please fax your certification letter to 888-653-0095.

## Bill Payments and Adjustments

Champion Energy offers short-term bill payment arrangements to qualified customers such as payment extensions beyond the due date and deferred payment plans, in which the Customer can pay 50% of the amount due and defer the remainder of the amount due in equal installments over the next five (5) months. To qualify for a deferred payment plan, a Customer must not have defaulted under a previous deferred payment plan with Champion Energy or have received more than 2 disconnection notices in the last 12 months. You will need 3 months of payment history with Champion Energy prior to qualifying for a deferred payment plan. Deferred payment plans are available for customers whose bills become due during an extreme weather emergency as declared by your TDU or who were previously under-billed by \$50.00 or more and need to make installment payments. Please reference your Terms of Service for more information on Average Billing and Payment Arrangements.

## Meter Testing

You have the right to receive instructions on how to read your meter. If you suspect the meter reading is faulty or otherwise inaccurate, we will assist you in requesting a meter re-read or a meter test, as appropriate. The meter located at your premise

can be tested once every four years at no cost to 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 TDU. The TDU will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. Your TDU may revise your meter reading and you may be required to pay additional amounts if your meter is found to be malfunctioning.

## Financial and Energy Assistance Programs for Low Income Discounts

Residential customers who are in need of financial or energy assistance may qualify for programs sponsored by the Texas Department of Housing and Community Affairs (TDHCA), which can be contacted at [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us), calling 1.800.525.0657, faxing 1.800.733.5120 or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941. The Champion Power Partners Program is available to provide payment assistance to qualified customers who have experienced an emergency or temporary hardship impacting their financial status. The program is funded in part by contributions from Champion Energy customers. You may contribute to this program on your bill each month.

## Unauthorized Charges or “Cramming”

Cramming is the term used for adding charges to your electric bill for services other than your electricity without your permission. Before any new charges are included on your electric bill, Champion Energy or any REP must inform you of the product or service, all associated charges, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. You have the right to dispute any charges you think were not authorized. If you see any charges on your bill that you don't understand, please contact us immediately. We will review the charge in question and resolve any charge that isn't appropriate.

## Unauthorized Change of Service Provider or “Slamming”

Slamming is the term used for switching your electric service without your permission, and is unlawful. If you feel your service has been switched without your authorization, call the PUCT Consumer Hotline toll-free at 1.888.782.8477. Your service provider should not change without your consent to the change, and Champion Energy is committed to work with the PUCT, TDU, and any other affected REP to resolve the issue.

## Cancellation or Termination of Your Electric Service

If you take actions that cancel or terminate your electric service with Champion Energy under the Terms of Service prior to the end of the term specified in your Contract, you may be responsible for an Early Termination Fee (ETF) as specified in your Electricity Facts Label. In the event that you are switching providers, your termination fees will be waived if your switch occurs within 14 days of your contract expiration date. If you move from your existing service address to a new premise during the contract term and provide a forwarding address to us, you will not be responsible for the cancellation fee stated in the EFL. Please provide us with a signed cancellation form (located on our website) to cancel or terminate the TOS, no less than 5 business days and no more than 60 days in advance of the requested termination date.

Champion Energy will use good faith efforts to cancel or terminate your service with the TDU on the requested termination date; however, we cannot be responsible if the TDU is unable to affect your requested termination date. You will be responsible for all charges incurred through the date the TDU can affect your termination. If you cancel or terminate the Terms of Service, Champion Energy's obligations will conclude after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDU. Your obligations under the Terms of Service will end when the outstanding balance on your account is paid in full. Cancellation or termination of the Terms of Service does not excuse the obligation of Customer to pay outstanding balances or early termination fees that may apply.

## Disconnection of Service

Champion Energy will provide you with a disconnection notice in the event you do not pay your bill by its due date or make suitable arrangements with us for its payment. All bills will be deemed past due and delinquent at the close of business on the day the bill is due you will have ten (10) days from the date of the disconnection notice to pay your account balance. If your account balance is not paid in full by the date indicated on the disconnection notice, your service will be suspended. To restore service without re-applying for service with Champion Energy, your outstanding charges must be paid within five (5) days of service suspension, and you will be assessed charges for service restoration by your TDU. If your outstanding charges are not paid within five (5) days of service suspension, your account may be subject to final disconnection and Champion Energy will no longer be your retail electric provider. If your account is secured with a deposit, the deposit amount will be credited to your final bill, and you must remit final payment by the due date on the bill to avoid having your account turned over to a collections agency.

Champion Energy may be allowed to seek to have your electric service disconnected with required notice for any of the reasons listed below:

- Failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- Failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- Using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- Failure to pay a deposit required by the REP; or
- Failure of a 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.

Champion Energy cannot disconnect your service 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 your 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 faulty metering (unless the meter was tampered with); or
- Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the TDU is unable to read the meter due to circumstances beyond its control.

Additionally, your REP may not disconnect your electric service:

- If the REP receives notification by the final due date stated on the 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, the REP must offer you a deferred payment plan for bills due during the emergency; or
- For non-payment if you inform the 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 with your REP and have the ill-person's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

The PUCT has provided that under certain circumstances any REP, including the Provider of Last Resort (POLR), may authorize your TDU to disconnect your electric service without prior notice for the following reasons:

- Where a known dangerous condition exists for as long as the condition exists;
- Where service is connected without authority by a person who has not made application for service;
- Where service is reconnected without authority after disconnection for nonpayment;
- Where there has been tampering with the equipment of the TDU;
- Where there is evidence of theft of service.

Providing you with a disconnection notice, and effecting service suspension, restoration or disconnection may result in fees; see your Terms of Service document for details. Late payments, delinquent or past due balances will result in a late payment penalty charge that equals to 5% of the month's past due amount. Payments by any method returned for insufficient funds, including checks, bank drafts, and credit card payments, will be subject to a \$30 charge

### Critical Care and Chronic Condition Eligibility

If you or a person permanently residing in your home has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you qualify to be designated as a Critical Care Residential Customer. In addition, if you or a person permanently residing in 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, you qualify to be designated as a Chronic Condition Customer.

Please advise Champion's Customer Care Department when such service needs arise, as it is your responsibility to advise us of this need. Champion will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that you have a critical need for electric service, as determined through qualifying as either a "critical care residential customer" or a "chronic condition customer." To qualify as a critical care or chronic condition residential customer, you must complete an Application for Chronic Condition or Critical Care Residential Customer Status. In each case, your information will be forwarded to the TDU and on your application your physician will determine your classification as critical care or chronic condition. Qualification by your physician grants such status for chronic condition for ninety days and for critical care twenty-four (24) months, and does not relieve you from any obligation to pay us or the TDU for your electric service.

Champion will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that disconnection of service at the premise will cause some person residing at the premise to become seriously ill or more seriously ill. However, to obtain this exemption, you must submit a letter signed by the person's attending physician attesting to the necessity of electric service to support life and/or that disconnection will cause someone to become seriously ill or more seriously ill. This exemption from disconnection will only be in effect for 63 days. You must apply again after the 63 days has expired and a deferred payment plan has been fulfilled in order to avoid disconnection of service. Please be advised that in order to avoid disconnection of service this process must be taken every time you receive a disconnection notice in the mail and you are not in a financial position to pay your bill prior to the disconnection date. Critical Care or Chronic Condition qualification does not guarantee an uninterrupted power supply. If electricity is a necessity, you may need to make other arrangements. Please call us at 1.877.653.5090 to request a Critical Care or Chronic Condition eligibility form. You may also obtain the Application for Chronic Condition or Critical Care Residential Customer Status from our website at [www.championenergyservices.com/images/PUCTCCApprovedForm20110101withContacts-English.pdf](http://www.championenergyservices.com/images/PUCTCCApprovedForm20110101withContacts-English.pdf)

## Statement on Non-Discrimination

Champion Energy will not refuse service to anyone because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability or familial status, location in an economically-distressed geographic area, or if they qualify for low-income affordability or energy-efficiency services.

## Availability Of Provider of Last Resort (POLR)

If your electric service is terminated or disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. You may call 1.866.PWR.4TEX or visit [www.powertochoose.org](http://www.powertochoose.org) for more information about the default POLR in your area.

## Do Not Call List

By law, we are required not to release, sell or give away your customer-specific information or data without obtaining your authorization. We are required, however, to release information to the Public Utility Commission for the purpose of resolving any complaint you may have filed with them. We have the right to release to collection agencies and/or credit reporting agencies information regarding your account if we are in the process of collecting any overdue or unpaid balance. Customers may register their name, address and phone number to a state-sponsored electric No Call List that is intended to limit the number of telemarketing calls received relating to the customers' choice of REP.

Register either online at [www.texasnocall.com](http://www.texasnocall.com) for free; or call toll-free 1.866.TXNOCAL(L) (1.866.896.6225) to obtain an application or to register; or send a written request for an application to: TEXAS NO CALL, 100 Summer Street, Suite 800, Boston, MA 02110. A registration fee of \$2.25 applies for each phone number registered, which must be paid by credit card for phone registrations and by credit card, check or money order if registering via mail. Your registration will remain active for five years from the date it was first published on the list. Once registered on the list, a customer can expect to stop receiving telemarketing calls within 60 days from the day your number appears on the published list. A customer that registers on the electric No Call list may continue receiving calls from telemarketers other than REPs. Customers 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, such as electric service.

Language Availability: You may request to receive information from your REP in Spanish, or any language in which you were solicited. This includes the Terms of Service, Electricity Facts Label, Your Rights as a Customer, bills and bill notices, termination and disconnection notices, information on new electric services, discount programs, promotions, and access to customer assistance

## Privacy of Customer Information

Champion will not release proprietary customer or account information to any other person, including an affiliate of Champion, without obtaining your verifiable authorization, unless otherwise approved by the PUCT Substantive Rules applicable to REPs. **However, by accepting the terms of this Contract, you agree and understand that certain agents, vendors, partners, or affiliates of Champion engaged to perform any services for or on behalf of Champion, including marketing Champion's own products or services, or offering products or services pursuant to joint agreements between Champion and a third party, or requesting reviews of Champion products and services, will have access to certain customer data including, but not limited to, your name, your remaining account balance, your phone number, your email address and your Champion account number, to the extent such information is necessary for them to perform the services requested by us.** Unless and until you notify Champion in writing that you do not want to be included in all future marketing and/or requests for reviews by Champion, its vendor, its agent, partner, or affiliate, you agree, to the extent permitted by applicable law, to waive any and all claims related to our use and disclosure of such customer data.