

[Supplier Name]

**STANDARD PAYMENT ARRANGEMENT POLICIES
APPLICABLE TO CUSTOMERS IN CONNECTICUT**

I. Purpose

The purpose of these payment arrangement policies is to set forth the policies that will be applied by [Supplier] to administer Bill Adjustments that arise from inaccurate bills issued by [Supplier] to its Customers in the State of Connecticut and to address Customers' inquiries and disputes regarding billing and payment matters.

II. Definitions

The capitalized terms used in these policies shall have the meanings set forth below:

“Average Monthly Bill” means the average amount that was charged to Customer over the most recent twelve-month period for Services rendered by [Supplier] during that period.

“Bill Adjustment” means an adjustment to a Customer's bill that corrects an inaccurate bill previously issued to such Customer for Services rendered during a prior Billing Period.

“Billing Period” means the period over which the Services were rendered as set forth in the applicable invoice issued by [Supplier].

“Contract” means the contract between [Supplier] and a Customer for the provision of Services.

“Credit Adjustment” means a Bill Adjustment that results in an amount owed to the Customer.

“Customer” means a person or business that contracts with [Supplier] for the purchase of Services.

“Customer Service Representative” means a person employed by [Supplier] or working on behalf of [Supplier] through a contracting relationship to respond to questions from [Supplier's] Customers regarding billing disputes and other matters.

“Customer Service Supervisor” means a person who supervises one or more Customer Service Representative(s).

“Debit Adjustment” means a Bill Adjustment that results in an additional charge to the Customer.

“Direct Billing” means a system used by an Electric Supplier to issue a bill directly to a Customer for services rendered by the Electric Supplier.

“DPUC” means the State of Connecticut Department of Public Utility Control.

“EDC” means an electric distribution company operating in Connecticut, including The Connecticut Light and Power Company, The United Illuminating Company and their respective successors.

“Electric Supplier” means any person or business that is licensed by the DPUC to provide electric generation services to end use customers in the State of Connecticut.

“Energy Assistance” means any payment credited to a customer’s account which is administered by the Department of Social Services and drawn from programs funded, administered or offered by any local, state or federal government, including but not limited to, the Connecticut Energy Assistance Program and State Appropriated Fuel Assistance Program.

“Large Commercial Customer” means a Customer with a maximum demand of five hundred (500) kilowatts or more.

“Medium Commercial Customer” means a Customer with a maximum demand of at least fifty (50) kilowatts but less than five hundred (500) kilowatts.

“Payment Plan” means the payment plan mandated by Conn. Gen. Stat. § 16-259a and applicable DPUC decisions and regulations.

“Residential Customer” means a Customer who purchases delivery services from its EDC under a residential rate identified as such in the EDC’s tariffs.

“Services” means electric generation service and any other services provided by [Supplier] to a Customer as set forth in the Contract.

“Usage Data” means the Customer’s electricity usage during the Billing Period that is collected by the Customer’s EDC through its metering systems and submitted to [Supplier] for use in Direct Billing.

III. General Provisions

These policies recognize that Customers are entitled to receive regular energy bills that accurately reflect their electricity usage during a Billing Period. The EDCs are responsible for providing accurate Usage Data to Electric Suppliers for use in Direct Billing. In the event that the EDCs experience a malfunction of their metering systems or

other system or procedural errors that prevent them from providing Electric Suppliers with actual Usage Data for their Customers during a Billing Period, the EDCs are expected to provide Electric Suppliers with a bona fide estimate of the affected Customers' Usage Data for the applicable Billing Period(s). [Supplier] shall monitor instances in which the EDC fails to send Usage Data for a Billing Period.

[Supplier] shall issue an estimated bill whenever it: (i) receives estimated Usage Data from the EDCs in lieu of actual Usage Data for a Billing Period; or (ii) does not receive any Usage Data from the EDCs for a Billing Period. In the absence of estimated or actual Usage Data from the EDCs, [Supplier] shall calculate the estimated bill in a commercially reasonable manner, utilizing any available Usage Data from prior Billing Periods for that purpose. In the event that a Customer has not been issued an estimated bill or a bill based on actual Usage Data within thirty (30) days after the close of a Billing Period, the absence of any such bill shall be treated as an inaccurate bill of zero dollars under these policies.

IV. Administering Bill Adjustments and Payment Plans for Customers That Are Billed For Services Through Direct Billing

A. Administration of Bill Adjustments

1. *Credit Adjustments*

In the event that [Supplier] receives corrected Usage Data from the EDCs that pertains to Services that were billed inaccurately during a prior Billing Period or becomes aware of any other prior billing inaccuracy that gives rise to a Credit Adjustment, [Supplier] shall rebate the entire amount of the Credit Adjustment to the affected Customer in the next invoice issued to such Customer up to the amount of such invoice. Any remaining Credit Adjustment shall be applied to subsequent invoices until the amount of the Credit Adjustment is reduced to zero. Alternatively, [Supplier] may issue a separate payment to Customer for the full amount of the Credit Adjustment within thirty (30) days after final determination of the Credit Adjustment.

2. *Debit Adjustments*

In the event that [Supplier] receives corrected Usage Data from the EDC for a prior Billing Period that pertains to Services that were billed inaccurately during a prior Billing Period or becomes aware of any other prior billing inaccuracy that gives rise to a Debit Adjustment to a Customer that has not waived its right to a Payment Plan in its Contract, [Supplier] shall determine whether it must offer the affected Customer a Payment Plan pursuant to the provisions of Conn. Gen. Stat. 16-259a and applicable decisions and regulations of the DPUC. If a Payment Plan is not required, [Supplier] shall bill the affected Customer for the entire amount of the Debit Adjustment in the next invoice issued to such Customer. If a Payment Plan is required, [Supplier] shall notify the affected Customer of its right to a Payment Plan pursuant to the procedures set forth in Part IV.B below.

Under no circumstances shall [Supplier] hold a Customer financially responsible for a Debit Adjustment that pertains to Services rendered more than twelve (12) months prior to the date of [Supplier's] discovery of the inaccurate bill unless the Customer is responsible for the billing inaccuracy.

B. Administration of Payment Plans

Conn. Gen. Stat. § 16-259a states that the duration of the Payment Plan may not be shorter than the total of the Billing Period(s) for which the Customer is being held financially liable. In addition, the Payment Plan must provide that no Debit Adjustment charged to a Customer under such plan may exceed fifty percent (50%) of the Customer's Average Monthly Bill. Finally, an Electric Supplier may not collect a Debit Adjustment from a Customer if the issuance of a delayed bill would cause the affected Customer to lose the opportunity to apply for or receive Energy Assistance. The latter provision applies only to Residential Customers.

When a Customer is entitled to a Payment Plan for a Debit Adjustment, [Supplier] shall promptly send a written notice to such Customer that: (i) sets forth the amount of the Debit Adjustment; (ii) informs the Customer of its right to a Payment Plan and the associated payment terms; (iii) directs the Customer to inform [Supplier] within ten (10) business days after the date of the notice whether it wishes to avail itself of a Payment Plan; and (iv) provides [Supplier's] toll free customer service telephone number. If the Customer fails to respond to the payment plan notice, Customer shall be deemed to have rejected the offered Payment Plan. If the Customer notifies [Supplier] that it desires a Payment Plan, [Supplier] shall offer such Customer a Payment Plan that conforms to the requirements of Conn. Gen. Stat. § 16-259a and applicable decisions and regulations of the DPUC.

C. Contractual Waiver of Rights by Medium and Large Commercial Customers

Medium Commercial Customers and Large Commercial Customers shall have the opportunity to waive their right to a Payment Plan for any future Debit Adjustment. [Supplier] shall obtain Customer's consent to such waiver in the Customer's Contract or in a separate waiver document.

V. Addressing Customer Inquiries and Disputes Regarding Billing Matters

[Supplier] is committed to providing high-quality customer service to all of its Customers. To that end, [Supplier] shall adhere to the following policies when addressing inquiries and disputes regarding bills rendered by [Supplier] through Direct Billing and any other payment matters.

Any Customer with a question or complaint regarding its bill or payment arrangements may contact its designated account representative, if any, or a Customer

Service Representative at the toll free number or email address listed in the Customer's Contract or on the Customer's bill. The account representative or the Customer Service Representative will make every effort to respond to the Customer's inquiry or resolve its complaint in a timely and satisfactory fashion. In the event that a Customer complaint cannot be resolved by a Customer Service Representative, the Customer may request a review by a Customer Service Supervisor. If a mutually agreeable resolution cannot be reached at that level, the Customer may file a complaint with the Consumer Assistance and Information Division of the DPUC, and [Supplier] shall make available to the Customer the telephone number, facsimile number and website of that Division for the Customer's convenience.

VI. Subsequent Policy Modifications

This policy is issued as of [Date] and shall be modified to the extent necessary to conform to subsequent legislation or decisions or regulations of the DPUC.