



## Ohio Natural Gas<sup>SM</sup>

Terms and Conditions of Service – DEO Choice Program  
February 2012

**By receiving or continuing to receive service from Ohio Natural Gas<sup>SM</sup> (ONG), you are agreeing to be bound by the terms and conditions of service as set forth in this contract, including provisions regarding Binding Arbitration.**

**Natural Gas Service** – You must be at least 18 years old or an emancipated minor to establish an account with ONG. After your successful enrollment with Ohio Natural Gas and confirmation by Dominion East Ohio (DEO or the utility), ONG will supply your natural gas until either you or ONG cancels your service. Your service with ONG begins the first day of your billing cycle during the month when the utility processes your enrollment request. Within 3 business days of receiving your enrollment request, ONG will submit your request to the utility. ONG is not responsible for utility delays in processing your enrollment request. The utility will deliver the natural gas you purchase from ONG to your premises, read your meter, provide emergency services, and issue your bill each month. The utility will charge you separately for those services. ONG's charges for natural gas will appear as "Gas Cost" on your bill. Sales tax will appear separately.

**ONG Price Plans** – ONG's price plans fall into two categories: variable and fixed. ONG offers residential pricing for residential customers and commercial pricing for commercial customers. Customers who do not specify a price plan at the time of enrollment will automatically be enrolled on our Variable Plan at the standard price in effect at that time. ONG may from time to time offer promotional or discounted prices. Sales tax and utility charges are not included in the price per Mcf.

**ONG Variable Plans:** Under an ONG variable plan, your price per Mcf of natural gas may change from month to month based on market conditions. Service under a variable plan is on a month-to-month contract basis until cancelled by you or ONG.

Many factors influence retail natural gas pricing, including wholesale gas costs, which are impacted by the weather; general market conditions; transportation costs; operating expenses; and other factors. ONG sets its prices based on the most current information available, including, but not limited to, the NYMEX monthly contract price for that month. ONG cannot predict what its customers will pay for gas in the future. ONG customers on a variable plan may switch to a fixed price plan with no additional charge. The per-Mcf price on a variable plan may be higher or lower than on a fixed plan.

**ONG Fixed Plans:** Under a fixed price plan, ONG customers are charged a fixed price per Mcf during the term of the plan. When you select a fixed price plan, you commit to remain with ONG at the same price for the term of your contract, even if you move within DEO's service area. Although ONG's currently available fixed price may change at any time, the price used to calculate your ONG gas charge for the full length of your plan will be ONG's fixed price in effect at the time you selected your fixed plan. The per-Mcf price on a fixed plan may be higher or lower than on a variable plan.

For new customers, your fixed price contract begins on your effective date as established by DEO and continues for the length of your contract. For existing ONG customers choosing a fixed price plan, your contract is effective upon DEO's acceptance of your price plan change request and continues for the length of your contract.

ONG will notify you in writing at least 45 calendar days before the end of your contract. You may request a new fixed or variable price plan by notifying ONG no more than 45 days prior to the expiration date of your contract without incurring an early termination charge. If you select a fixed price plan, you will get the fixed price in effect when you contact ONG and make your selection. If you take no action, upon the expiration of your fixed price plan you will be automatically enrolled on our Variable Plan at the standard price in effect at that time.

If you terminate your fixed price plan prior to its scheduled expiration, except as set forth above, ONG will assess you an early termination charge of \$150 for residential customers or \$300 for commercial customers if you terminate your plan more than six months prior to its expiration, or \$75 for residential customers or \$150 for commercial customers if you terminate your plan fewer than six months prior to its expiration (up to 45 days prior to the expiration of your plan). Such charge is intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

**Billing/Collections** – Based on your price plan, your ONG gas charges will be billed by the utility, along with the utility's charges for its services. By agreeing to these terms and conditions of service, you agree to pay ONG charges in accordance with the utility's payment procedures. If you do not pay your bills in accordance with those payment procedures or if you fail to comply with any agreed-upon payment arrangement, then the utility's service may be terminated in accordance with the utility's tariffs, and this contract may be cancelled. If that occurs, you are required to pay the balance owed, including any early termination charges.

ONG reserves the right to bill you directly for our services, and if that occurs, we may complete a credit check and (at our sole discretion) require a security deposit. ONG and the utility are responsible for collecting amounts owed on their respective bills. Upon 14 days' written notice, ONG may cancel this contract for nonpayment. In that event, you must pay the entire ONG balance due.

**Customer Service/Dispute Procedures** – ONG is not responsible for resolving disputes with the utility. However, if you have questions concerning your ONG service, you may call ONG toll-free at 1-888-466-4427 Monday-Friday from 8 a.m. to 5 p.m. EST, excluding national holidays. You also may contact us by mail at P.O. Box 14657, Cleveland, OH 44114, or by e-mail at [customerservice@onlyong.com](mailto:customerservice@onlyong.com). In the event of a dispute with ONG, you should first contact an ONG customer service representative within 30 days of receipt of your bill. If your complaint is not resolved, you may contact our customer care center and ask for an ONG customer service supervisor. If your complaint is not resolved after you have called ONG, 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). 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>.

**If you need to report a natural gas leak or emergency, call the utility at the number listed on your bill.**

**Right of Rescission** – If you are a new ONG customer, the utility will send you a letter confirming your ONG enrollment. You may rescind your enrollment without penalty within 7 business days of the postmark date of that letter by contacting the utility by phone (1-800-362-7557) or in writing.

**Contract Cancellation/Termination** – You may cancel a variable plan at any time without an early termination charge. If you cancel a fixed price contract more than 45 days prior to its scheduled expiration, early termination charges will apply. Such charges are intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

This contract will terminate automatically if the utility does not serve the requested premises, if you move to an area that ONG does not serve or if ONG returns you to the utility's service. You must notify ONG if you are moving in order to have your early termination charge credited back to you. If you move inside the utility's service area, ONG will continue service at the new location, and you automatically grant the utility the right to forward your new service address to ONG.

Termination typically is effective with the next utility billing cycle that occurs after the utility is notified of your request to terminate service. You are responsible for all fees and charges until your service is terminated.

If you change to another natural gas provider (including the utility), the utility may assess a switching fee under its tariff and ONG reserves the right to assess a switching fee.

If you return to the utility for service, then you may be charged a price other than the utility's regulated sales service rate.

**Your Account/Contact Information/Call Monitoring** – You have the right to request (without charge) up to 24 months of payment history for your ONG service. Additional payment history is available for a fee.

Other than for operation, maintenance, assignment and transfer of your account, or for commercial collection, percentage of income payment plan aggregation and governmental aggregation, ONG will not disclose your account number without your written consent or pursuant to a court order or Commission order or rule. Other than for credit checking and credit reporting, ONG will not release your social security number without your written consent to do so or pursuant to a court order or a Commission order or rule. Under this contract, you are allowing the utility to provide ONG information about your account, including meter readings and historical data.

By providing your contact information to ONG (name, address, telephone number, fax number, e-mail address, etc.), you acknowledge that you are consenting to be contacted by mail, telephone, fax, voicemail, or e-mail by ONG, a third party on behalf of ONG, or an associated company. ONG may monitor and record telephone calls to our Customer Care Center for quality assurance purposes. All calls for new service are recorded in compliance with Commission guidelines.

**Extraordinary Events** – If an event occurs that delays or makes it impossible for ONG to perform, such as an act of God, extraordinary weather occurrence, a facility outage on the utility system or interstate pipeline systems, a failure to perform by the utility, war, civil disturbance, or national emergency, our performance under these terms and conditions shall be excused for the duration of the event. Under such conditions, ONG may elect to discontinue service immediately, without notice.

**Changes to Terms and Conditions and Assignment** – We reserve the right to change the terms and conditions as set forth in this contract at any time. We will notify you of changes at least 30 days before they are effective. ONG also reserves the right to assign this contract to another natural gas provider approved by the Commission.

**Limitation of Liability** – ONG is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the utility, including interruption of service, termination of service, defective service, or operation and maintenance of the utility's system. ONG also is not responsible for damages sought because of in-home or building damage or for any type of punitive damages.

**Binding Arbitration** – You and ONG agree that any and all disputes, controversies and claims (“Dispute(s)”) arising out of or related to this contract or to your gas service from ONG that cannot be resolved through the Customer Service/Dispute Procedures described above will be resolved through binding arbitration by the American Arbitration Association (“AAA”). Arbitration means that you and ONG will have a fair hearing before a neutral arbitrator instead of in a court with a judge or jury, except for certain small claims discussed below. The decision of the arbitrator will be final and binding, and the arbitrator's award may be confirmed and entered as a judgment by any court of competent jurisdiction. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the AAA, as modified by this contract.

You can initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to ONG at P.O. Box 14657, Cleveland, Ohio 44114. The **Claim Form** is available on the AAA website, [www.adr.org](http://www.adr.org), on the ONG website, [www.onlyong.com](http://www.onlyong.com), or by calling ONG at 1-888-466-4427. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to ONG. You do not need to send payment to the AAA. ONG will pay the filing fee upon receipt of a copy of the Claim Form.

The arbitration will be conducted by a single arbitrator who shall be mutually agreed upon by the parties; provided, however, that if the parties are unable to agree then the arbitrator shall be selected by the AAA in accord with its rules. The arbitration will take place in the county where you are billed or in a mutually agreed location. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone, or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the AAA rules. The arbitrator will make his/her decision in writing, but need not provide a statement of reasons unless requested by either party, in which event the arbitrator will provide a concise statement of the essential findings and conclusions on which the award is based.

ONG will pay all arbitration filing fees and arbitrator's costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney's fees (if you choose to be represented by an attorney) and expert witness fees. You shall not be required to reimburse ONG for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this arbitration provision, ONG will pay all fees and costs that it is required by law to pay, including payment of your attorney's fees and litigation costs if required by applicable law. In addition, if the arbitration award is greater than ONG's last settlement offer or if ONG did not make a settlement offer, ONG will pay twice the amount of your attorney's fees, reimburse the expenses reasonably incurred by your attorney in pursuing your claim and a \$7,500 minimum recovery; provided, however, that you may not recover duplicative awards of attorney's fees and expenses. Although under some laws ONG may have the right to an award of attorney's fees and expenses if it prevails, ONG agrees not to seek such an award.

**Both you and ONG expressly waive the right to bring a class action claim. All parties to the arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of gas service from ONG, or other persons similarly situated.**

You and ONG agree that where the amount at issue is a small claim within the jurisdiction of the Municipal or County Court and is an individual and not a class action claim, you or ONG may elect to proceed in that court.

**Choice of Law and Venue** – This contract shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes. Venue for any lawsuit brought to enforce any term or condition of this contract or to construe the terms hereof shall lie exclusively in the State of Ohio, including in a United States District Court in Ohio having jurisdiction over the case.