



## Provision | Energy Choice Plan Summary

Thank you for choosing Provision! We're proud to be your local competitive natural gas supplier. Your utility will always deliver your natural gas, and we'll always work hard on your behalf to ensure you're on the best rate and plan for your personal usage. Please retain these documents for your records.

### About Your Plan

Supply Type	Utility	Rate Type	Rate	Entire Term	Cancel Fee	Green
Gas	UGI	Fixed Rate	\$0.65/Ccf	12 Months	\$0	100%

### About Your Natural Gas Service Providers

Your Natural Gas Supplier		Your Natural Gas Distribution Company	
Provision P.O. Box 6036 Austin, Texas 78762 <a href="mailto:care@provisionpg.com">care@provisionpg.com</a>	<b>Customer Service:</b> 800-930-5427 8:00 a.m. - 6:30 p.m. CST, M-F  <b>To Report a Natural Gas Leak:</b> 1-800-276-2722	<b>Mailing Address:</b> UGI Utilities, Inc. P.O. Box 13009 Reading, PA 19612-3009	<b>Customer Service:</b> 1-800-276-2722 8 a.m. - 5 p.m., M-F  <b>To Report a Natural Gas Leak:</b> 1-800-276-2722

### Common Questions

When will my new natural gas plan start?	For new enrollments, your service will begin in 1-2 billing cycles after your utility has accepted your enrollment with Provision. If you are an existing customer renewing into a new plan, these terms will be reflected on your bill after the first available billing cycle once your utility confirms your new rate.
How will I be billed?	You will continue to receive a single bill from your utility, which will include Provision's supply charges and your utility's delivery charges. The Provision supply charges will reflect your new rate plan. Please note that the supply price may not always provide savings to the customer.
What happens when my term is over?	Your entire term is 12 Months. Once your term is over, if you have not already selected a new rate plan, you will automatically be placed on our monthly variable rate plan. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
What's the difference between a supplier and utility?	Your utility takes care of everything related to the distribution of natural gas to your home, including repairs, maintenance and emergencies. In Pennsylvania, you have the right to choose a natural gas supplier, like Provision, to manage your gas supply, so you can access different rate plans options that are not available from your natural gas distribution utility, in order to best suit your usage and budget.
What if I'm not happy with my plan?	Your happiness is our only goal. If you are not totally satisfied, please reach out so we can find a way to make it right. Call 800-930-5427 between 8:00 a.m. and 6:30 p.m. CST, Monday through Friday, or at <a href="mailto:care@provisionpg.com">care@provisionpg.com</a> anytime.
How do I cancel my service?	If you'd like to cancel your service, or learn about other rate plan options, please contact us at 800-930-5427, M-F between 8:00 a.m. and 6:30 p.m. CST, or at <a href="mailto:care@provisionpg.com">care@provisionpg.com</a> .





## Provision | Natural Gas Energy Choice Terms & Conditions

Residential and Small Commercial

Customer Care: 800-930-5427 | Monday through Friday, 8:00 a.m. to 6:30 p.m. CST

**1. Purchase Agreement:** Provision Power & Gas, LLC (“Provision”) is licensed by the Pennsylvania Public Utilities Commission (“PAPUC”) to provide natural gas to utility customers through the Energy Choice Program, license # A-2018-2647604. This document outlines the Terms of Service (“Agreement”) between you the customer (“Customer”) and Provision, and is effective as of the Customer’s enrollment date. By enrolling with Provision, the customer consents to this Agreement.

**2. Rate and Entire Term:** Provision agrees to supply the natural gas distribution company listed on your “Plan Summary” page, hereby referred to as “Utility”, with natural gas which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer’s meter reading dates and until cancelled by notice as provided by this Agreement. The customer will be billed at the rate listed on their “Plan Summary” document during their Initial Contract Term. If the “Rate Type” listed on the “Plan Summary” page is a “First Month Variable,” the listed price is an introductory price. The “Initial Contract Term” is equal to the introductory period for this plan.

At the end of the Initial Contract Term, the customer will default to Provision’s monthly variable rate plan. The monthly variable rate varies based on weather, supply, demand, and profit. The customer may contact Provision to inquire about available rate plans for service continuation after the Initial Contract Term. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. Commodity charges include estimated total state taxes. Commodity charges exclude PA sales tax and local taxes and do not include utility distribution or billing charges.

If you have a fixed duration contract (denoted by the “Fixed Rate” Rate Type on the “Plan Summary” page) approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

**3. Cancellation and Changes:** This Agreement may be cancelled by the customer at any time by contacting Provision at 1-800-930-5427 or emailing [care@provisionpg.com](mailto:care@provisionpg.com). The customer may also cancel by written notice to Provision, PO Box 6036, Austin, TX 78762. An Early Termination Fee may apply if noted in the “Plan Summary” document. The customer has a 3-day right of rescission period following receipt of the disclosure statement from Provision. The 3-day right of rescission begins when the customer receives the disclosure statement from Provision.

Provision agrees to submit the customer’s cancellation to the Utility within three (3) business days of receipt of notice, after which time the customer’s account will be re-assigned according to the Utility’s policies. Provision may also cancel this Agreement with seven (7) days written notice or immediately upon the customer’s violation of a Provision or Utility policy. Unless required by governing law (including but not limited to a Utility service change, change in law, or other regulatory order), Provision may make changes to this Agreement with thirty (30) days written notice before such changes. If, due to a change in market conditions, Provision wishes to lower the rate, it may do so without consent provided there are no other changes to the terms and conditions of the contract.

**4. Moving and Termination:** This agreement will automatically terminate if the customer relocates outside the Utility service territory, if the requested service location is not served by Provision, or if the Customer returns to his/her incumbent natural gas company’s (Utility’s) applicable tariff service. In the event the customer relocates within the Utility service territory, the customer agrees that Utility may provide Provision with new account information and meter readings in order to continue service. Provision may assign this Agreement subject only to regulatory approval. The customer has a right to terminate this Agreement without penalty in the event the customer relocates outside the service territory of Utility or within the service territory of an incumbent natural gas company that does not permit portability of the Agreement.



**5. Limitation of Liability/Eligibility/Jurisdiction:** The customer acknowledges that this Agreement is for residential and small commercial customers in the Utility territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. Provision is not responsible for any decision arising out of Utility regarding the termination of customers from any Utility service. In the event of a Force Majeure as defined by Utility or any transmitting or transporting entity, Provision is not responsible for supplying natural gas.

**6. Entire Agreement:** This document represents the entire agreement between Provision and the customer and supersedes all other agreements that have come before it.

**7. Privacy Policy:** Provision will not disclose the customer's personal information, including account number, contact information, or any customer information to any third party without the customer's affirmative written or electronic consent.

**8. Disclosures, Contacts, and Dispute Resolution:** Billing and metering issues should be addressed with the Utility using the information on the customer's bill. For other inquiries, the Provision Customer Care representatives are available during normal business hours from 8:00 A.M. – 6:30 P.M. (CST), Monday through Friday at: 1-800-930-5427 or [care@provisionpg.com](mailto:care@provisionpg.com). Mailing address: PO Box 6036, Austin, TX 78762.

**9. Pricing Statements:** There is no limit on how much the price may change from one billing cycle to the next. Additionally, historical pricing is not indicative of present or future pricing. The customer will be notified of price changes on their bill. They may also contact Provision to inquire about the monthly variable rate price for the current month or previous 24 months.

**10. Gas Supplier Shopping Statement:** Information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**11. Supplier of Last Resort:** If the supplier of last resort changes, the new supplier of last resort shall notify customers of that change, and shall provide customers with the name, address, telephone number and Internet address, if available.

**12. Assignment:** This Agreement is assignable by Provision without the customer's consent, subject only to required regulatory approvals. Provision will provide notice to the customer, the utility and the PAPUC. The notice provided shall include the name of the new NGS to whom this contract is assigned, the contract information for the new NGS, and language informing the customer that the contract terms and conditions remain unchanged.

### **13. Definitions:**

- **Commodity charges** - The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).
- **Customer charge** - A monthly charge to cover NGDC costs such as maintaining the gas lines, meter reading and billing.
- **Distribution charges** - The charges for the delivery of natural gas from the point of receipt into the NGDC's system.
- **Dth (Dekatherm)** - A measure of the heat content value of gas. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas.
- **Gas cost adjustment charges** - The amount billed or credited each month to account for differences between projected and actual gas supply costs of the NGDC.
- **Mcf** - 1,000 cubic feet of gas. This is a measure of gas usage.
- **NGDC (Natural gas distribution company)** - A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. (Formerly called local distribution company)
- **NGS - Natural gas supplier**—An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- **PUC - Pennsylvania Public Utility Commission**—The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- **Price to compare** - The dollar amount charged by the NGDC used by consumers to compare prices and potential savings with other NGSs.

