

## DISCONNECTION OF SERVICE

**At Customer's Request** – If you want your gas service disconnected, you should notify the company at least three (3) working days prior to the desired disconnect date. You will be billed for all gas metered until your service has been disconnected; however, you will not be responsible for gas used after three (3) working days from the date of your request for disconnection.

**Without Customer's Request** – We may disconnect the gas service without your request and without giving advance notice under the following conditions:

- If a condition dangerous or hazardous to life, physical safety or property exists.
- Upon order by any court, the IURC, or other duly authorized public authority.
- If fraudulent or unauthorized use of gas is detected, and we have reasonable grounds to believe that the customer is responsible for such use.
- If our regulating or measuring equipment has been tampered with and we have reasonable grounds to believe that the customer is responsible for such tampering.

We may disconnect the gas service to a residential customer for nonpayment of a gas bill or for the violation of any rule or regulation after giving fourteen (14) days advance notice in writing. We will postpone the service disconnection for two (2) ten day periods if separate statements for each such postponement are provided to us from a doctor or public health official indicating that the disconnection would pose a threat to the health or safety of a person in the household.

If you are a residential customer, we will not disconnect the gas service:

- During the period from December 1 through March 15 for any customer who either is receiving, or who is eligible for, and has applied for, assistance under the Home Energy Assistance program (I.C. 4-27-5), except for safety and other conditions previously indicated, pursuant to (a) your receive benefits pursuant to the Home Energy Assistance program is being determined by the appropriate agency or its designee, and (b) you have furnished to us proof of the application to receive such benefits or we have been so notified in writing by the appropriate agency or its designee.
- For failure to pay for service work, merchandise, or appliances purchased from us.
- For failure to pay a gas bill for gas service provided at a different location that has remained unpaid for less than 45 days.
- If the previous occupant of the premises to be served has an unpaid gas bill, unless we have reason to believe an attempt is being made to defraud the company by using another name.
- For failure to pay a gas bill for a different class of gas service.
- If you show cause for an inability to pay the full amount due (financial hardship may be considered sufficient cause) and you agree to: (a) pay a reasonable portion of the gas bill (\$10 or 10 percent, whichever is smaller, unless a larger amount is mutually agreed upon); (b) pay the remainder of the outstanding gas bill, including the penalty, over a three month period;

and (c) pay all undisputed future gas bills as they become due. The agreement must be in writing and signed by you and an authorized representative of Ohio Valley Gas. Agreement forms are available at your local Ohio Valley Gas office. If any part of the payment agreement is broken, your gas service will be subject to immediate disconnection without further notice. This type of agreement may not be granted if a similar agreement with us has been broken in the past twelve months.

- If you are unable to pay a gas bill which is unusually large because we have previously estimated your gas bills, we read your meter incorrectly, there was an incorrect connection or function of the meter, or other human error and you agree to: (a) pay a reasonable portion of the gas bill (not to exceed an amount equal to your average gas bill for the twelve months immediately preceding the gas bill in question); (b) pay the remainder (if any) at a reasonable rate (within three months); and (c) pay all undisputed future gas bills for service as they come due. The agreement must be in writing and signed by you and an authorized representative of Ohio Valley Gas. Agreement forms are available at your local Ohio Valley Gas office. A penalty will not be added to the amount owed.

If a disconnect notice is issued to you, it will state the earliest date of disconnection and the reason. It will also include our telephone number where you may call during regular business hours. Further, it will refer to this booklet about rights and responsibilities. The notice will not be sent until the account becomes delinquent.

Ohio Valley Gas representatives who are sent to disconnect gas service will make a reasonable attempt to identify themselves and tell a responsible person at the residence that the gas service is being disconnected. Ohio Valley Gas representatives will have enough information to give the reason for disconnection and the amount of any delinquent gas bill, and will also ask for any available proof of either that the delinquent gas bill has been paid or is currently in disputed subject to IURC review. If proof of either of the above is presented, the service will not be disconnected. There may be a collection fee attached to the collection process.

If the gas service is disconnected and you are not at home, our representative will leave a notice in a conspicuous place on your premises. The notice will say that gas service has been disconnected, and will give the location and the telephone number of the Ohio Valley Gas office where arrangements can be made to have your gas service restored.

We will disconnect gas service for nonpayment of gas bills only between the hours of 8 a.m. and 3 p.m., prevailing local time. Also, we will not disconnect service for nonpayment after 12 noon of the day immediately preceding any day when our offices will be closed.