

TERMS AND CONDITIONS

XXIV. RETAIL ACCESS

A. Retail Access provides the Company's retail Customers who meet the eligibility criteria as provided in Va. Code § 56-577 A and who receive Electric Service under a qualifying rate schedule with the opportunity to receive Electricity Supply Service from a Competitive Service Provider (CSP). If a Customer, who meets the eligibility criteria as referenced above, chooses to receive Electricity Supply Service from a CSP, the Company will continue to provide such Customer with Electric Delivery Service in accordance with an applicable Rate Schedule. Paragraphs B. through D. of this section apply only to Customers who meet the eligibility criteria referenced in Va. Code § 56-577 A and who receive Electric Service under a qualifying rate schedule, as may be determined by the Company.

B. The Customer and the Customer's supplier of competitive service shall comply with the "Rules Governing Retail Access to Competitive Energy Services" promulgated by the Commission, any other rules as may be promulgated by a competent authority, or any law, as may be applicable from time to time to Customers purchasing competitive services from Competitive Service Providers and Affiliated Competitive Service Providers (collectively referred to as "Provider"). In addition, the Customer and the Customer's Provider shall comply with the CSP Coordination Tariff.

C. To the extent the Company takes action against a Provider in accordance with the Company's tariff, or as a result of action by the Commission or any other governmental authority, the supply of services to the Customer may be adversely affected. The Company may discontinue or deny services to any Provider to prevent utilization of the Company's services by such Provider in connection with practices which are illegal, or which are detrimental to the provision of Electric Service to other Customers of the Company. The Company may discontinue or deny services to any Provider if the Provider fails to comply with the Company's CSP Coordination Tariff and related rules or if the Company is directed to do so by the Commission or any other governmental authority. The Company shall not be liable for any loss or damage whatsoever arising from, caused by, or resulting from the Company's exercise of rights provided under the Company's tariffs, including any special, incidental, or consequential losses or damages, whether based on contract, strict liability, tort (including negligence), warranty (whether expressed or implied), statutory claims, or otherwise, whether in law or in equity, whether such loss or damage is incurred by the Customer, the Provider, or others. As used in this section, services shall include the interconnection of generation capacity with the Company's delivery system and shall include the use of the Company's delivery system to deliver electricity to a point or points along the Company's delivery system.

D. Prior to the Customer receiving Electricity Supply Service from a CSP, where there is a pre-existing agreement between a retail Customer and the Company regarding the provision of Electric Service, the Customer will continue on the existing agreement or the Company may require such Customer to execute a new agreement containing the same or substantially similar provisions, to the extent such provisions do not conflict with this, or any other, section in these Terms and Conditions.