

**CENTRAL VIRGINIA ELECTRIC COOPERATIVE**  
**SPECIAL AND TEMPORARY TERMS AND CONDITIONS**  
**COOPERATIVE SAFEGUARD**  
**AUTOMATIC PAYMENT PLAN**

Notwithstanding anything to the contrary in the Cooperative's terms and conditions of service, membership agreement, policies, procedures, tariff, or rate schedules, the following special terms and conditions will apply to those to those member-consumers ("Member") placed on Cooperative Safeguard Automatic Payment Plans ("Safeguard Plan"). Should any provision of any Cooperative rate, tariff, policy, procedure, agreement, or term or condition of service conflict with these special terms and conditions, these special terms and conditions shall prevail, govern, and control.

**Introduction**

A Safeguard Plan is a special payment plan applied to a past due Member account when the Cooperative has not been able to contact that Member for one of the following reasons: (i) the Cooperative is unable to contact the Member, (ii) the Member has failed to contact the Cooperative after the Cooperative has contacted the Member by phone, email, bill notice, or letter.

The goal of the Safeguard Plan is to protect Members and prevent disconnections for nonpayment based on arrearages attributable to the COVID-19 pandemic. These are the cases where making individual contact with Members is impossible or impractical, and where a Member would otherwise be noticed for a pending disconnection as the Cooperative exits the moratorium.

A Safeguard Plan is initiated at the option of the Cooperative, requires no action on the part of the Member, and the Member has the right to opt out of a Safeguard Plan at any time.

**Eligibility**

A Member is eligible for a Safeguard Plan if the Member (i) is not on another Cooperative payment plan or an official COVID-19 Relief Repayment Plan (as described in H.B. 5005, Item 4-14, Enactment Clause 7, Subsection (b)) (ii) has an arrearage that has accrued from March 12, 2020 through and including December 31, 2021, and (iii) could be subject to a notice of disconnection for nonpayment.

Pre-pandemic arrearages may be folded into a Safeguard Plan at the reasonable discretion of the Cooperative. All accounts being placed on the Safeguard Plan will be subject to disconnection of service in the event of a default, in the discretion of the Cooperative.

The Safeguard plan is available to residential Members only.

**Cooperative Safeguard Payment Plan Terms**

A Safeguard Plan automatically takes the Member's remaining arrearage and spreads it equally

over twelve (12) months to be paid with the Member's current bill. No interest, finance, or administration charges or fees, no prepayment penalties, and no credit reporting will be assessed during the term of a Safeguard Plan.

#### Prepaid Electric Service Customers

Schedule PE Members are not eligible to participate in the Safeguard Plan.

#### Opt-Out

A Member who is placed on a Safeguard Plan has the right to opt out of the Safeguard plan by telephoning the Cooperative and speaking to a Member Service Representative. Options available upon opting out are (i) agreement on a payment plan satisfactory to the Cooperative and the Member (including budget billing plans or levelized billing plans), or (ii) full payment of arrearages.

#### Notice

A Member placed on a Safeguard Plan will receive a copy of (i) the Uniform Cooperative Safeguard Payment Plan Notice, (ii) these terms and conditions for the Cooperative Safeguard Automatic Payment Plans, and (iii) a payment plan agreement that documents the terms of the Safeguard Plan. These documents will be sent via First Class Mail, postage prepaid, to the Member's mailing address of record. Alternatively, if the Member has an email address registered with the Cooperative, the documents may be sent by email.

#### Dispute Resolution

A Member placed on a Safeguard Plan shall have access to the dispute resolution processes, both informal and formal, of the Cooperative and the State Corporation Commission's Division of Public Utility Regulation, as further described in the Terms and Conditions of Service.

#### Availability/Expiration

These special terms and conditions will be open for enrollment into Safeguard Plans on the date these terms and conditions are accepted by the State Corporation Commission and will expire on February 1, 2023. Any amounts due remaining under a Safeguard Plan not paid off at that time will be placed into another standard payment arrangement by agreement of the Cooperative and the Member or become due and payable immediately on the Member's next electric bill. Should a Member stop service with the Cooperative, arrearages will become due and payable immediately upon the Member's termination of service.

**CENTRAL VIRGINIA ELECTRIC COOPERATIVE**  
**SAFEGUARD PAYMENT PLAN NOTICE**

**IMPORTANT NOTICE ABOUT YOUR ELECTRIC SERVICE**

***Your electric bill is past due and you may be disconnected for nonpayment. The past due amounts that you owe to the Cooperative are being placed into a payment plan.***

The Cooperative realizes that the COVID-19 pandemic has imposed hardships on everyone, including the Cooperative and its members, and we are here to help. We have been unable to contact you concerning your past due amounts, and we do not want to disconnect you. Therefore, we are placing you on a special payment plan called Cooperative Safeguard. The State Corporation Commission has approved Cooperative Safeguard payment plans for members like you in order to avoid disconnections for nonpayment as Virginia continues to recover from the COVID-19 pandemic.

Your arrearage will be spread over 12 months. There are no interest or finance charges, or any fees of any kind, and you may pay off the balance due at any time without a prepayment penalty. The details are further described in the enclosed documents. You are still responsible for these amounts due, and you are still responsible for paying your current electric bill in full in addition to the amounts due under this payment plan.

***If you are OK with this, no further action is needed from you. You will receive a payment plan agreement in the mail detailing your monthly installment and due date.***

If you accept these terms, you do not need to take any further action. The Cooperative will continue to send you your current electric bill plus the Cooperative Safeguard payment plan amount each month. **If you do not pay your Cooperative Safeguard payment plus your monthly electric bill, your electric service may be disconnected.**

***You have the right to opt out of this payment plan if you do not agree to it.***

You have the right to opt out if you do not want to be on this payment plan. If you wish to opt out, please call the Cooperative at 800-367-2832. You will have the option to agree to a shorter payment plan.

***You must pay your current electric bill and your payment plan amount due each month to avoid disconnection of service.***