

Electric Choice Supplier Handbook
Chapter 10: Dispute Resolution

Contents

10.0	Dispute Resolution	2
10.1	Disputes Between Retailers and Detroit Edison	2
10.1.1	Disputes between Alternative Energy Suppliers and Detroit Edison	2
10.1.2	Arbitration Resolution	2
10.1.3	Detroit Edison Fees/Charges	2
10.1.4	Disputes Involving Damages	3
10.1.5	Dispute Resolution Period	3
10.2	Disputes between Customer and Detroit Edison	3
10.3	Disputes between Parties other than Detroit Edison	3
10.4	Customer Dispute of Enrollment	3
10.5	Alternative Energy Supplier Dispute of Enrollment	4

Electric Choice Supplier Handbook

Chapter 10: Dispute Resolution

10.0 Dispute Resolution

Disagreements, misunderstandings, errors or misinterpretations may occur between parties participating in the Detroit Edison Electric Choice Program and may form the basis for a dispute. Clear and open communications while reviewing the facts of the matter can often produce mutually satisfactory remedies. There may be situations where the parties reach an impasse. This chapter describes dispute resolution processes between Detroit Edison and other parties. It provides information on:

- Disputes between Alternative Energy Suppliers (AES) and Detroit Edison
- Disputes between marketers and Detroit Edison
- Disputes between customers and Detroit Edison
- Disputes involving customer enrollment

10.1 Disputes between Alternative Energy Suppliers and Detroit Edison

10.1.1 Disputes between an AES and Detroit Edison

Disputes between the AES and Detroit Edison relating to the interpretation of the provisions in the AES Agreement or the performance of either party's obligations contained in the agreement will be addressed by first contacting the Electric Choice Supplier Support Center at 888.830.2170 or 313.235.3796.

10.1.2 Arbitration Resolution

If the representatives cannot reach a resolution within thirty (30) days, the dispute may be submitted to arbitration to resolve the issues. The arbitration will proceed in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, which can be found on the AAA web site at <http://www.adr.org>.

10.1.3 Detroit Edison Fees/Charges

All disputes relating to the payment of Detroit Edison fees or charges by the retailer or customer will be subject to Detroit Edison Retail Access Service Rider provisions.

Electric Choice Supplier Handbook

Chapter 10: Dispute Resolution

10.1.4 Disputes Involving Damages

Disputes involving damages may be resolved through mediation or arbitration. In such cases, the arbitrator(s) will not have authority to award punitive damages. If mediation or arbitration is not used, the parties may pursue other legal remedies.

10.1.5 Dispute Resolution Period

During the dispute resolution period, the parties will continue the performance of their respective obligations under the AES Agreement and the Retail Access Service Rider.

10.2 Disputes between Customer and Detroit Edison

Detroit Edison has in place a well-defined process for issue resolution dealing with customer complaints and/or disputes. Resolution will be in accordance with the administrative billing rules, consumer standards, and company policy.

As part of this program, Detroit Edison has established the Electric Choice Customer Support Center to process electric choice customer service transactions and any complaints. The center is staffed Monday – Friday from 8:00 A.M. to 5:00 P.M., Eastern Time and can be reached at 888.235.3535.

10.3 Disputes between Parties other than Detroit Edison

Detroit Edison has no responsibility to resolve any dispute when it is not one of the parties directly involved in the dispute.

10.4 Customer Dispute of Enrollment

As part of the Detroit Edison customer enrollment process, the customer will receive notification prior to any switch date. This will provide the customer with the name of its AES and the effective switch date.

If the customer disputes the pending enrollment transaction, it has ten (10) business days to contact the Electric Choice Customer Support Center at 888.235.3535, to cancel the enrollment. The enrollment will be cancelled and the associated AES will be notified of the customer dispute.

Electric Choice Supplier Handbook

Chapter 10: Dispute Resolution

The AES and customer involved must resolve the enrollment dispute and a new enrollment request will be required to restart the enrollment process.

If the customer disputes the enrollment after a switch has occurred, it may request termination of service as described in Chapter 12. Customer enrollment disputes will be kept on file and are subject to MPSC audit.

10.5 AES Dispute of Enrollment

As part of the Detroit Edison customer enrollment process, AESs are required to complete certain required fields to initiate the enrollment request process (see Chapter 3). If the request involves a switch of AESs, the existing AES of record will be notified of the pending request. Detroit Edison will cancel the pending enrollment request only upon receipt of a “Cancel” Customer Enrollment Form from the new AES or customer within five (5) business days. The AESs and customer involved must resolve the enrollment dispute. If the dispute is not resolved, the switch proceeds.

This dispute process between AESs is another method to lessen the potential for customer slamming. Enrollment and switching transaction data will be made available to the MPSC for their review.