

Your agreement includes the **Brilliant Energy Payment Waiver Option**

- a. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under The Option. You should carefully read this agreement for a full explanation of the terms of The Option.
- b. There is a fee for The Option. The fee is **£0.07** per day which will be added to your Standing Charge. (The Waiver Fee)
- c. Details of The Waiver Fee can be found on our website at http://www.brilliant-energy.co.uk/payment_waiver_addendum.

If you:

(i) are **Employed** (you work in the UK for at least 16 hours a week in permanent paid employment) or **Self-Employed** (you are self-employed in the UK for at least 16 hours per week); and

(ii) have been doing so continuously for at least the last six months; and

(iii) are paying the appropriate class of National Insurance and Income Tax;

then, under the terms of The Option set out below, we will waive your obligation to make your regular monthly Direct Debit payments under this agreement ("**Payment Waiver**") in the following circumstances:

- you are Employed or Self-Employed and you become **Disabled**; or
- you are Employed and you are made **Redundant**;
- and you have been Disabled or Redundant for more than 30 consecutive days (**The Waiting Period**)

If you become Disabled or you are made Redundant any Payment Waiver will continue for as long as you continue to be Disabled or Redundant up to a maximum period of 6 months (the "Maximum Waiver Period")

If you are neither Employed nor Self-Employed (for example, part-time employed, part-time self-employed, retired, homemaker, unemployed) then you will be entitled to a Payment Waiver for each complete 7-day period you are **Hospitalised** (until you are no longer Hospitalised) for up to 3 Payment Waivers. (the "Maximum Waiver Period")

All Payment Waivers will be subject to you providing evidence that you are Disabled, Redundant or Hospitalised.

If you continue to be Disabled, Redundant or Hospitalised for the Maximum Waiver Period, any arrears on your account will be waived (written off).

The amount of the Direct Debit we will waive is the Direct Debit amount that we set (at our sole discretion) as being the correct monthly payment to meet your regular energy usage (Brilliant Energy Direct Debit). For the sake of clarity if you were to increase your Direct Debit payment higher than the Brilliant Energy Direct Debit, the amount of the Payment Waiver would be the Brilliant Energy Direct Debit amount.

Receipt of Bill and Pre Payment Meter (PPM) Customers

If you are a Receipt of Bill or PPM customer, we will determine the amount of Payment Waiver by reference to our own calculations as to your regular monthly energy usage and the amount of the monthly Direct Debit that we would implement (at our sole discretion) if you were to become a Direct Debit customer. ("Projected Brilliant Energy Direct Debit").

Unless the exceptions in this agreement apply:

"Disabled" means that you are medically unfit to carry out work of any kind because of an accident or illness. (If you are Self-Employed, you are Disabled if you are not able to help, manage or carry out any part of the day to day running of your business.)

"Redundant" means that you are no longer Employed because:

(i) your employer has stopped or is going to stop the business which employed you either completely or at the place where you worked; or

(ii) your employer's need for employees to do work of a particular kind has ended or reduced (or is expected to do so) either generally or at the place where you worked.

IMPORTANT: If you are Self-Employed, you cannot become Redundant.

Tel: +44(0) 333 3442067 Email: Waiver@Brilliant-Energy.net Website: www.Brilliant-Energy.net

“Hospitalised” means being admitted to hospital as an inpatient because you are ill or injured.

You will not qualify for a Payment Waiver if:

- a) you become Disabled, Redundant, Hospitalised or die as a result of terrorist attack, radiation, radioactive contamination, or any related event; OR
- b) you become Disabled, Hospitalised or die as a result of:
 - (i) self-inflicted injury or suicide; or
 - (ii) the taking of drugs or alcohol (unless under the specific direction of a doctor and providing the doctor is not treating you for alcoholism or drug addiction); or
 - (iii) any condition, injury or sickness that you have been to your doctor about, have received treatment for, or have experienced symptoms of, within the 12 months before entering into the agreement; OR
- c) you become Disabled or Hospitalised as a result of:
 - (i) backache and related conditions (unless there is a medical abnormality being treated by a consultant); or
 - (ii) stress, anxiety or any mental disorder (unless it is diagnosed by a consultant registered by the Royal College of Psychiatrists); or
 - (iii) cosmetic or beauty treatment (unless it is needed because of a physical illness, disease, or an accident); or
 - (iv) pregnancy or childbirth (unless there is a medical complication diagnosed by a doctor); or
 - (v) any reason for which you have previously received a Payment Waiver under this Agreement unless a period of 12 months has passed from the end of the previous Payment Waiver activation

OR

- d) you become Redundant:
 - (i) (or you are told that you are going to be made Redundant) before, or within 60 days after, the date on which your first monthly direct debit payment under the agreement is due; or
 - (ii) voluntarily, or because you refuse other reasonable employment that your employer offers you; or
 - (iii) when you are working on a temporary or casual basis; or
 - (iv) because a fixed term contract of employment ends (unless
If you lie to us or deliberately mislead us about being Disabled, Redundant or Hospitalised, you must make all payments that were due under the agreement; or
you have been employed under a series of fixed term contracts for a total unbroken period of at least two years); or
 - (v) and at the date you become Redundant, you or your spouse, partner, parent, child, brother or sister are a director and/or shareholder (other than by way of investment in a company quoted on a recognised stock exchange) of the company, or a partner in the partnership, which employed you;
 - (vi) because you retire permanently.

To tell us that you have become Disabled, Redundant or Hospitalised you must either write to us at 1 Canada Square, Canary Wharf, London E145DY or call us on 03333 44 2067. We will then ask for appropriate evidence, which may include details of your employment, medical history and such other information as we reasonably believe is necessary. You must pay all costs involved in providing this evidence (unless you are required to be examined by a doctor of our choice in which case we will pay for the cost of the examination). If you continue to be Disabled, Redundant or Hospitalised for some time then we may ask for further evidence.

From the date on which you tell us that you have become Disabled, Redundant or Hospitalised until we confirm that a Payment Waiver applies, your obligation to make payments under this agreement continue.

If we write to you to confirm that you qualify for a Payment Waiver we agree to waive our right to payment under the agreement as follows:

- a) If you pay by Direct Debit, following the waiting Period the Payment Waiver will apply to the first Direct Debit payment due after you tell us that you have become Disabled, Redundant or Hospitalised. Your right to a waiver will not be backdated to a date before that.

- b) If you are a Receipt of Bill or PPM customer, following the waiting period we will credit your account with an amount equivalent to the Projected Brilliant Energy Direct Debit monthly amount.
- c) If you cancel your agreement with us whilst the Payment Waiver applies, we will not waive any sum which becomes due as a result of the early termination.

The Payment Waiver will end if:

- a) you are no longer Disabled, Redundant or Hospitalised; or
- b) the Maximum Waiver Period ends; or
- c) you do not provide, when we ask, reasonable evidence that you continue to be Disabled, Redundant or Hospitalised.

Once a Payment Waiver has ended, it cannot start again until six months have passed (unless you become Disabled or Hospitalised for a different reason in which case the Payment Waiver can start again after 30 days). In addition, if the Payment Waiver applied because you were made Redundant, in order to qualify for another Payment Waiver due to being made Redundant you must have been Employed in your new job for a continuous period of at least six months.

Right To Cancel / Opt-Out . Opt-In

If having taken the Option you decide to cancel within 14 days of entering into this Agreement, you will not be charged for the Option for the period up to the date of cancellation. You can cancel The Option at any time by giving us 30 days' notice. To cancel The Option you must notify us by calling 03333 44 2067 or write to Customer Service at 1 Canada Square, Canary Wharf, London E145DY

We may cancel The Option by giving you 30 days' written notice. We may cancel The Option immediately for exceptional circumstances, or if we believe The Option is being misused, for example for reasons of fraud. The Option will be cancelled immediately for the following reasons: (1) if your agreement is terminated; or (2) if you die.

If you opt out of The Option you will not be entitled to opt back in unless we offer this to you. If we do allow you to opt back in, you will not be entitled to request a Payment Waiver for unemployment for 6 months from the date you opt back in to The Option. You will be entitled to request a Payment Waiver for other waiver event after the Waiting Period shown above.

Varying this agreement

We may change this agreement, or introduce any other related term to this agreement:

- (1) if the change is in your favour;
- (2) to amend an error;
- (3) to make the agreement easier for you to understand;
- (4) if we introduce new services or features to The Option;
- (5) to reflect changes in market conditions such as system capabilities, methods of operation,
- (6) changes in technology, fraud prevention requirements and /or payment methods;
- (7) due to good banking or financial services practice(s);
- (8) due to changes in the cost of providing the service to you;
- (9) if the law or a code of practice changes or is likely to change or a requirement is made by a regulatory or trade body or we decide to implement a code of practice; and/or
- (10) any other valid reason.

We will provide you with at least 30 days' written notice before any change takes effect (unless the change is in your favour, in which case we will make the change immediately and tell you about it within 30 days of adopting the change).