

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED²

APR 11 2007

Name: Donald J. Lewis
Complainant

vs.

Company Name: Ameren UE
Respondent

Missouri Public
Service Commission

Case No.

COMPLAINT

Complainant resides at 4642 Markton Drive
(address of complainant)

St. Louis, Mo. 63128-4416

1. Respondent, Ameren UE
(company name)

of 1901 Chouteau Avenue St. Louis, Mo. 63103
(location of company), is a public utility under the

jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

Incident occurred on January 1, 2007. I woke up to no heat and the smell of something electrical burning. I called the Heating Contractor I use (Mertens-Service, Inc. He told me he would come but it would be @ double time for a holiday. The technician told me he could fix it but could not turn it back on. He tested the incoming voltage and said the 220 voltage was coming in at 260 volts and the 110 volts was coming in @ 128 volts. He called Ameren (UE) for me and explained to service department the situation. She said a Supervisor would contact us. The Supervisor came, tested my house and the one nextstore, than he checked the transformer in yard and said the voltage was coming in to high 260 volts and 128 and not to use my stove, microwave or computer. He got a crew together and replaced the transformer in the yard. They completed the job around 6 PM. I was without heat until the next day around 4PM. The damage was more extensive than the first technician found. They had to replace the internal parts on the furnace, but also it had burned the metal box on the outside of furnace and the wire running to the main electrical box and to the thermostat. The internal parts were covered under the warranty because the furnace was new. The labor and external parts were not covered resulting in a bill of \$710.50. This could have resulted in a very serious fire.

3. The Complainant has taken the following steps to present this complaint to the Respondent:

My stance is I have and all electric home and have lived here since 1971.
In that length of time that transformer was replaced one time around 1974.
So the one that expired was at least 34 years old had been leaking oil
for sometime. Ameren has been negligent in checking these transformers. I
know of at least two others, one blew up while I was walking the dog a
couple of blocks over from me, on a clear day and one up the street was
reported to Ameren as leaking and they did nothing a couple months later it
went out. This subdivision is 36 years old and they should be maintaining these
transformers. I quote case NO. ED-91-122 dated 3-7-94 (Item J) Continuity
of Service. The company is not responsible for damage to customers Beyond
reasonable control of the company. Replacing a transformer that 34 years old
is surely not beyond reasonable control. Not wait until it causes a problem than
replace it.
1.) I have filed claim statement on 1-24-07 AG0701220-WAB (Denied)
2.) Filed Informal Complaint 3-04-07 (response rec'd 3-30-07 (denial)
3.) Certified letter to Gary Painwater 3-20-07 (no reply -copy enclosed)

WHEREFORE, Complainant now requests the following relief:

I want reimbursement for my cost. The \$710.20, for repairs made to my furnace
I was without electric in July 2006 for 3 days and lost about \$300.00 in
food that was an act of nature and was beyond their control, this wasn't
beyond their control all they had to do was maintain this equipment.
If I drive my car and hit someone. I can't claim equipment failure and get
by with it. I am a stockholder and if I don't get relief this way, I will be
at the annual meeting. I have contacted the news media

3/6/07
Date

Donald J. Lewis
Signature of Complainant

Attach additional pages, as necessary.
Attach copies of any supporting documentation.

Invoice

Mertens Service Inc
325 Sun Valley Circle
Fenton, MO 63026

(314) 345-1500 FAX (###) ###-####

DON LEWIS
4642 Markton
St. Louis, MO 63128

Invoice Number: 2290

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SALESPERSON

DATE OF INVOICE

01/12/2007

SHIP TO:

LEWIS

4642 Markton

St. Louis, MO 63128

Job Number: 2468

Job Ref: M6351.07

Invoice Reference: M6351.07

ACCOUNT NO.	SHIP DATE	SHIPPED VIA	TERMS	YOUR ORDER NUMBER
2433			On Rcpt	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
	SERVICE WORK PERFORMED ON 1/2/07			
	FOUND TRANSFORMER OPEN			
	FOUND INCOMING VOLTAGE TO HOUSE AT 260 VOLTS			
	ELECTRIC COMPANY CORRECTED VOLTAGE, REPLACED IN			
	WARRANTY TRANSFORMER AND CIRCUIT BOARD			
	FOUND BURNT WIRES TO FURNACE REPLACED WIRE AND			
	ELECTRIC BOX TO FURNACES			
	PARTS			\$115.20
	LABOR			\$595.00
Paid 1/18/07 @ check # 1337				
NOTICE TO OWNER: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMo. To avoid this result you may ask this contractor for contractor for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and materials twice.				
THANK YOU FOR YOUR BUSINESS.				TOTAL \$710.20

Donald J. Lewis
4642 Markton Drive
St. Louis, MO 63128-4416

March 20th, 2007

Mr. Gary L. Rainwater
Chairman, Chief Executive Officer & President
Ameren Corporation
1901 Chouteau Avenue
St. Louis, MO. 63103

Dear Mr. Rainwater:

I am a current holder of 886 shares of Ameren Corporation in the street name with A. G. Edwards & Sons, Inc. I have been a holder since July 29, 1975. I have a current dispute with Ameren Corporation regarding a incident that occurred at my home on January 1, 2007. As matter of explanation to you and to make it short I woke up that morning with no heat and as if something electric had shorted and was burning. I called my Heating and Service Contractor and discovered that my furnace had burnt up, the technician said that the 220 line was coming in at 260 volts and the 110 was coming in at 128 volts and he could not repair it until I called Ameren and they corrected the voltage coming in the house. He called Ameren for me and explained the situation and they did respond promptly and got a crew together and replaced a transformer that I know it was at least 34 years old and was leaking oil. I have an all electric home and have lived here since 1971, so I know how old this transformer was. I had know heat until the next day around 4 in the afternoon. This was a new furnace and was still under warranty and all of the internal parts were covered but the labor and external parts cost me \$710.15 besides this could have caused a serious fire, it burnt the line all the way to the main. I believe that Ameren is responsible for this damage for not maintaining this transformer.

I have tried to resolve this with your "Corporate Claims Management Inc." I waited thirty days and never heard anything than called and a Claims Adjuster by the name of Wiley Brandon called and it took less than twenty four hours to deny it. I don't think he even researched it because he told me to turn it into my insurance carrier I explained to him I did not intend to do that it would raise my rates and possibly cancel my policy. I have since contacted the Missouri Public service Commission and I am awaiting a reply, I contacted them on March 5, 2007, they said it could possibly take 30 days so for I have heard nothing. If I don't get a satisfactory response I will proceed to file a claim in small claims court. I will also vote my proxy at the next annual meeting in person. I feel that you are not aware of what the people in "Corporate Claims Management, Inc. are doing to the customers who have legitimate claims.

Sincerely yours,



CORPORATE CLAIMS MANAGEMENT, INC.

Claims Administration Services

Ameren Dedicated Unit
(314) 554-3382

March 1, 2007

Donald J Lewis
4642 Markton Drive
Saint Louis MO 63128-4416

RE: Our Client: AmerenUE
Our Claim #: AG0701220
Date of Loss: January 1, 2007

Dear Mr. Lewis:

Corporate Claims Management, Inc. is a third party administrator that provides claim management on behalf of AmerenUE. This letter is to acknowledge your claim for damages.

We have investigated our client's records and spoke with a supervisor of electric operations and confirmed that the incident on January 1, 2007 there was an equipment malfunction of an underground transformer cable that started leaking affecting your electrical service. Therefore the incident is related to underground equipment malfunction.

While we regret any loss or inconvenience you have experienced, AmerenUE endeavors to furnish continuous and adequate service. However, it cannot guarantee the service as to interruption, due to equipment failure and/or malfunction, wind, acts of nature, i.e. tree contact, lightning, storms, etc; and cannot be responsible or liable for damages to customer's apparatus resulting from interruption or imperfection of service beyond its control.

We regret any inconvenience and loss you may have experienced, in accordance with our client's policy, we find no negligence or lack of care on the part of AmerenUE and must respectfully deny your claim. We suggest contacting your insurance carrier to report your loss.

Sincerely,


Wiley Braddon
Claims Adjuster



CLAIM STATEMENT

AG0701220-WAS
(office use)

PLEASE READ CAREFULLY THE ATTACHED POLICY STATEMENT BEFORE COMPLETING THIS CLAIM FORM.

Name: DONALD - J. LEWIS Owner ☒ Tenant ☐

☒ Mr. Mrs. ☐ Ms. ☐

Address: 4642 MARKTON DRIVE
Street

ST. LOUIS MO. 63128-4416
City State Zip Code

Telephone Number: (home) 314-487-8031 (work) N/A

Account Number: 71577-04117

Mailing address if other than above: N/A

Place of Incident: 4642 MARKTON DRIVE ST. LOUIS, MO 63128-4416

Date of Loss: JAN 14 2007 EARLY-MORNING
Month Day Year Time

Loss is related to: ☒ Electric Operations ☐ Gas Operations

☐ AmerenCILCO ☐ AmerenCIPS ☐ AmerenIP ☒ AmerenUE

Describe the events causing the damage, include names of any Ameren employees and/or contractors involved. AMEREN - SUPERVISOR, CAME TESTED - POWER AT MY METER AND NEXT DOOR - NEIGHBOR (I HAVE ALL ELECTRIC HOME) POWER CAME IN AT 260 VOLTAGE - BURNT FURNACE UP HAD NO HEAT 1/10/07 FURNACE MAN TESTED SAID TO MUCH VOLTAGE - SAID HE COULD NOT REPAIR UNTIL AMEREN CHANGED - TRANSFORMER OUT IN YARD (MERTENS-SERVICE INC) TRANSFORMER IS AT LEAST 34 YEARS OLD SHOULD HAVE BEEN MAINTAINED I DON'T FEEL ITS MY FAULT YOU SHOULD HAVE MAINTAINED TRANSFORMER IM NOT TURNING IN TO INSURANCE CO ITS YOUR RESPONSIBILITY THEY WILL RAISE MY RATES OVER I HOPE THIS ENDS HERE AND I DONT HAVE GO TO SMALL CLAIMS COURT.
D.J. LEWIS

Did you contact Ameren (prior to contacting the Claims Department) regarding the problem which resulted in your loss? ☒ Yes ☐ No

If yes, list date of call and identify with whom you spoke, if known.

I THINK IT WAS 11/5/07. OR 11/6/07 AFTER I GOT REPAIR BILL - I DONT
KNOW THE NAME OF PERSON - MY ELECTRICIAN TALK TO HER

List items damaged, include make, model, and date of purchase. Attach paid bills or estimates for repairs.

TRANSFORMER & CIRCUIT BOARD COVERED UNDER WARRANTY FURNACE ONLY 4 YEARS
LABOR NOT COVERED REPLACED BURNT WIRES TO FURNACE FOUND BURNT WIRES
TO FURNACE AND ELECTRIC BOX NOT COVERED OUTSIDE FURNACE PARTS & LABOR
SEE ATTACHED BILL (TO MUCH VOLTAGE COMING IN HOUSE)

Total amount of claim: \$ 71020

Does this constitute the entire claim resulting from this incident? ☒ Yes ☐ No

Was anyone injured? ☐ Yes ☒ No

If yes, provide names and describe injuries. _____

Have you made a claim for this loss against your insurance carrier or others? ☐ Yes ☒ No

If Yes, ☐ Insurance carrier ☐ Other (explain) _____

DANA D'AMICO (AGENT) CONSUMERS FIRST 1195 SMIZER HILL RD 636 549 6276
Name of Insurance Company Address Phone No.
FENTON MO 63026

NOTE: PAID BILLS OR ESTIMATES MUST BE ATTACHED AND WILL NOT BE RETURNED

The claimant(s) acknowledge that they have read this Claim Form carefully, that they are the Owners of the damaged property, and the information provided is true and correct. It is understood that request for this information is not an indication that the Company is honoring the claim.

Donald J. Lewis
Signature

Dated: 1/24/07

CORPORATE CLAIMS MANAGEMENT, INC
782 SPIRIT 40 PARK
CHESTERFIELD, MO 63005

GENERAL RULES AND REGULATIONSI. GENERAL PROVISIONS

Company currently, or in the future, shall be grounds for the disconnection of electric service.

I. Objectionable Customer Load Characteristics

All equipment installed by customer shall have operating characteristics which enable Company to maintain a satisfactory standard of service to both the customer being served and all other customers in the immediate area. In cases of high motor starting current, customer loads resulting in harmonic distortions or significant loads with wide and/or frequent fluctuations, etc. customer shall install, on its side of Company's meter, all corrective equipment necessary to enable Company to maintain the integrity of its electric distribution system. For all customers not voluntarily complying with this requirement, Company, where practical, may install corrective equipment on its side of the meter and charge customer a lump sum amount for the current cost of such equipment and the cost of any subsequent additions to or replacement of such equipment, whenever said future installations occur. Failure of customer to install such corrective equipment or to pay for that installed by Company currently, or in the future, shall be grounds for the disconnection of electric service.

*J. Continuity of Service

NOTE *

Company will make all reasonable efforts to provide the service requested on an adequate and continuous basis, but will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company. The Company cannot guarantee the service as to continuity, freedom from voltage and frequency variations, reversal of phase rotation or singlephasing. The Company will not be responsible or liable for damages to customer's apparatus resulting from failure or imperfection of service beyond the reasonable control of the Company. In cases where such failure or imperfection of service might damage customer's apparatus, customer should install suitable protective equipment.

*Indicates Reissue.

Issued pursuant to the Order of the No. P.S.C. in Case No. ED-91-122.

P.S.C. MO. DATE OF ISSUE March 7, 1994

DATE EFFECTIVE April 6, 1994

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY Charles W. Mueller
NAME OF OFFICER

President & CEO
TITLE

St. Louis, Missouri
ADDRESS