

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. R-37
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. R-37

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

6.04 Billing and Payment Standards

- A. Company shall normally render a bill (by mailing, electronic posting or serving) for each billing period to every customer in accordance with its rate tariff. Bills for electric service may be paid in cash, electronic funds transfer, or check. Additionally residential service customers may also pay by approved credit and debit card.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
 - (1) Company may render a bill based on estimated usage:
 - (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
 - (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
 - (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
 - (1.1) Company will estimate usage as follows:
 - (a) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the Meter Data Management (MDM) system will average consumption from the three-prior days to estimate the daily meter read. If the daily meter reads from the three prior days are not available, a second estimation attempt will be made. In the second attempt the MDM system will average the usage from five historical reads from the previous year. It will average the usage from the read in the prior year from a comparable date as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the process to estimate the daily meter read will be a manual process. In the manual process, the Company will estimate the daily meter read based on historical usage information from the same premise and if not available, the usage of customers with like premises.
 - (b) For customers with non-AMI meters, when a current meter read is unavailable, the MDM will average the usage from the prior year in the same billing month and the following billing month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Company will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises.

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6.04 Billing and Payment Standards (Continued)

- (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
 - (3) Under no circumstances shall Company render a bill based on estimated usage:
 - (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
 - (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
 - (4) When Company renders an estimated bill in accordance with these Rules, it shall:
 - (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
 - (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
 - (c) Use customer-supplied readings, whenever possible, to determine usage.
 - (5) When Company underestimates a customer's usage; the customer shall be given the opportunity, if requested, to make payment in installments.
- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

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6.04 Billing and Payment Standards (Continued)

- F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.
- G. Every bill for residential electric service shall clearly state the following:
- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
 - (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
 - (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
 - (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
 - (5) The amount due for other authorized charges.
 - (6) The total amount due.
 - (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
 - (8) License, occupation, gross receipts, franchise, and sales taxes.
- H. Normally bills will be sent by mail; however, the Company reserves the right to deliver bills or to use electronic posting for qualified customers at their request. The non-receipt of a bill by a customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

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6.05 Level Payment Plan

- A. This Plan is available to Customers receiving service under rate schedules for Residential Service or Small General Service. Such Customers may elect to be billed, and must pay for, all electric service provided by the Company under said Schedules, in accordance with the terms and provisions of the Company's Level Payment Plan.
- B. To be eligible for billing under the terms and provisions of the Level Payment Plan, the Customer must meet the following requirements: the customer must be currently receiving service under one of said schedules; the Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service; the Customer must not have any delinquent amount not in dispute with the Company; the Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service; a Customer who has been delinquent three (3) or more times in the last twelve (12) months at the current or any previous location may be refused participation in the Level Payment Plan until the Customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments.
- C. Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill containing two amounts: The actual amount due, and the amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the Level Payment amount. A Customer may also elect to pay under the Plan at any time by contacting the Company's Customer Care Center. All qualified new Customers will be offered the Plan on their first bill. The Customer must pay any past due amount owed for electric service, except as provided in Missouri Commission Rule 4 CSR 240-13.045, before billing under the Plan will be commenced.
- D. The total amount billed during any billing period shall be equal to the amount which would have been billed to the Customer for his/her usage during that billing period had the Customer not elected the Level Payment Plan.
- E. For those Customers at a premise with a minimum of nine (9) months of recent usage history, the Company will calculate the Customer's average monthly bill based on current rate schedules, appropriate taxes, and Customer's usage using the available premise history. The first Level Payment amount due under the Plan will be this average.
- F. For those Customers at a premise with less than nine (9) months of usage history, the Customer must speak to a Customer Service Representative (CSR). At that time, the CSR will manually calculate a level payment amount by viewing a nearby premise usage history that is served under the same rate schedule.

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6.05 Level Payment Plan (Continued)

- G. Commencing sixty (60) days after the implementation of the Customer Care and Billing (CCB) system, with each monthly bill CCB will total up to and including, the last twelve (12) months' bills plus any over/under amount due, and divide that by the number of months available to calculate a new level payment amount. If there is more than a 10% variance in the calculation from the current Level Payment Plan amount, the Plan payment will automatically adjust on the next month's bill.
- H. Payment shall be in accordance with the Company's General Rules and Regulations (See Rule 6.04 Billing and Payment Standards).
- I. The election shall continue from month to month, unless terminated upon the occurrence of any of the following events: 1.) The Customer closes his/her account with the Company at that premises. The Company will render a final bill to the Customer based on actual unpaid balance to date. 2.) The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid balance to the latest billing date shall be due and payable. 3.) If the Customer fails to make timely payment of amounts due on any bill rendered under this Plan, Plan billing will be terminated. The Customer's unpaid balance shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Care Center. No interest shall be due from or payable to the Customer as a result of Plan termination.
- J. Except as expressly set forth above, this Plan in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

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6.06 Disputes (Continued)

- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.
- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.

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6.06 Disputes (Continued)

- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.