

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED

MAY 7 2009

Name: Doug & Nancy Geno
Complainant

VS.

Case No. Missouri Public
Service Commission

Company Name: AMEREN UE
Respondent

COMPLAINT

Complainant resides at 6554 Dolphin Circle
(address of complainant)
FLORISSANT, MO 63033

1. Respondent, AMEREN UE
(company name)
of 1901 Chouteau ST. Louis MO 63103 is a public utility under the
(location of company)
jurisdiction of the Public Service Commission of the State of Missouri.

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

On 2/14/09 at approximately 3:00 p.m. we had a 220 volt power surge come thru our home and our neighbor's home. His name is Jim Ryan His address 6550 Dolphin Circle. We were not home at the time of this surge but Jim was. He called Ameren UE. a worker from Ameren came out and Jim stated the worker did not go to the meter or any place else to assess the damage but told Jim to contact an electrician. An electrician came out and felt the homes were still not safe and he called Ameren back out. The Ameren worker and the electrician discussed the situation and the decision was made to run a line from the tri-pod at the common ground. This decision was made as our lights were dimming and surging after the first Ameren worker said it was not Ameren's problem to call an electrician.

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

Please see attached letter to Ameren UE.

- Please see attached letter to Ameren CE
- Please see attached information from the Hartford Co. our homeowners policy stating their denial to pay for any of our loss except for the transformer to our furnace as the other items are not covered when the event is the result of artificially generated electrical current.

WHEREFORE, Complainant now requests the following relief:

We're not seeking any damages over and above the cost of our lost property at this time. We only want replacement of the items we lost that occurred on 2/14/09. Our request is to have our lifestyle back the way it was before this event happened.

5/3/09

Date

Douglas & Nancy Geno

Signature of Complainant

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

Please note when we tried to file a claim with Ameren requesting claim information, we did not get any claim information but only a letter denying claim #AG0902169.

The attached letter was sent certified to Ameren and received on 4/1/09. We gave them 30 days to respond to this letter and as of today 5/3/09 have not received a reply from anyone.

**Doug & Nancy Geno
6554 Dolphin Circle
Florissant, MO 63033**

**Home: 314 355-4496
Cell: 314 749-6491**

March 31, 2009

Chairman, President and CEO
Ameren UE
1901 Chouteau Ave.
St. Louis, MO 63103

Dear Mr. Chairman, President and CEO:

We live in an adult community in a two family attached villa. On February 14, 2009 while we were away from our home, the owner in the attached villa to our home experienced electrical issues and called Ameren UE around 3:00 P.M. We now know the issues he was experiencing also affected our home.

An Ameren employee was dispatched and informed our neighbor that the issues were not Ameren related and that he needed to contact an electrician. He called an electrical contractor who came out, even though it was a late Saturday afternoon.

We arrived home about 6:45 P.M. and noticed there was an electrician's vehicle in our neighbor's driveway. We entered our home and immediately knew there had been a power issue as our appliances was not operating. In addition to the appliances, our home was cold. The temperature dropped to 62 degrees a result of the furnace not running. We called our neighbor who stated there had been electrical issues and an electrical contractor that he contacted was currently evaluating the situation.

Upon assessment of the situation, the electrical contractor determined that both homes 6550 & 6554 Dolphin Circle were not safe and Ameren was called out again. Around 8:30 P.M. the second dispatched Ameren employee arrived. He and the electrical contractor conferred. The Ameren employee made an assessment of the situation and determined in fact, there was a problem with an Ameren underground line and made a temporary fix to the allow the homes to be safely occupied.

The initial problem resulted in 220V flowing to the 110V electrical outlets in both homes simultaneously, thus destroying several thousands of dollars worth of our property and equipment. Words can not describe the devastation and shock we experienced upon realizing what had happened.

We filed a claim with Ameren UE for replacement of the items that resulted from this electrical issue. We are in receipt of a letter from Corporate Claims Management, Inc. denying our claim #AG0902169 dated February 18, 2009. A claim was filed with our homeowner's policy through The Hartford Co. They will only pay for the transformer on our furnace. They do not cover damages caused from "Sudden and Accidental Damages from Artificially Generated Electrical Current".

Needless to say, we are devastated at this denial from Ameren UE considering problems of reliable service and electrical "faults" in our area have been documented as far back as October 24, 2001 through September 2, 2008 totaling more than 300 hours of interrupted service. Paddock Forest the subdivision in which our community is located is part of a three phase Power On project to replace deteriorating underground cable that was laid in open trenches when the original service was installed.

Ameren has already prior to the Power On Program, replaced significant portions of the underground feeder line with cable that has been placed in conduit in the older sections of our subdivision. As I am sure you know the cable is placed in conduit to protect it from moisture and cracking from age.

I am sure you are also aware or should be aware there is significant documentation of instances where when cable has been placed in open trenches, as it was in my area, moisture and cracking of the outer covering and general deterioration cause faults and a "treeing" effect allowing 220V of electricity to flow to areas designed to receive only 110V. This is exactly what happened at our residence on February 14, 2009 resulting in several thousands of dollars in damages to our personal property.

The letter of denial of February 18, 2009 states "we find no negligence or lack of care on the part of Ameren." However, after the initial temporary fix on February 14, 2009 an Ameren contractor was dispatched to replace underground wiring in the conduit. The personnel on the job stated the wiring being replaced failed due to cracks and moisture in the wiring as the wiring was not protected by a conduit, as is now being done. Ameren also paid for all costs associated with this repair and wiring replacement, which we believe, indicates an acknowledgement of responsibility on the part of Ameren.

In our claim, at this point, we are not alleging negligence or lack of care on the part of Ameren. However, we do believe Ameren is responsible for the damages we have incurred as a result of the failure of Ameren UE equipment and/or lines. Therefore, we are willing to resolve any and all claims with a settlement of \$9888.80 within the next thirty (30) days for replacement of equipment destroyed as the result of the incident that occurred on February 14, 2009. We have also included meals that we have eaten out as we have no refrigerator or means to cook food. We believe this is more than fair and reasonable. You will note there is no request for reimbursement for research time, aggravation or mental pain and suffering we have experienced. At this time we are not, and if reimbursed as outlined, will not seek further damages or restitution as a result of the February 14, 2009 incident.

The settlement amount is arrived at for the replacement costs, taxes, installation where needed and delivery charges as follows:

GE Counter-Depth Refrigerator	\$2800.54
Kenmore Built-In Microwave	\$ 403.00
Cuisinart Coffee Maker	\$ 84.85
47" Mitsubishi TV	\$2516.24
2 Uniden Wireless Telephones	\$ 57.60
Pioneer Entertainment System	\$ 431.01
20" Magnavox TV	\$ 446.03
Hunter Remote Ceiling Fan w/ Light	\$ 213.08
Dell Computer	\$1401.81
Cannon Printer	\$ 141.09
Black & Decker Dust buster	\$ 53.53
2 Belson Surge Protectors	\$ 129.86
Sonic are Double Electronic Toothbrush	\$ 125.55
2 Sony Clock Radios	\$ 44.07
Select Comfort Bed Pump System	\$ 501.79
Restaurant Charges to date	\$ 438.75
Deductible for Transformer on Furnace Replaced by Homeowners Policy	\$ 100.00
TOTAL	\$9,888.80

We are sure you can understand that we look forward to a satisfactory resolution of this matter as soon as possible so we can get our lives back to the condition they were prior to arriving home Saturday, February 14, 2009 and finding our personal items destroyed or inoperable and our lives as we knew it before this happened totally altered.

Thank you for your consideration of what we are sure you must agree is a very reasonable and satisfactory resolution to this unresolved problem for both Ameren UE and us. We look forward to your timely response.

Respectfully,

Mr. & Mrs. Douglas Geno
6554 Dolphin Circle
Florissant, MO 63033

Res#: 314 355-4496

Cell#: 314 749-6491



February 19, 2009

Douglas & Nancy Geno
6554 Dolphin Circle E
Florissant MO 63033

Ameren Claim # AG 0902169

Re: Date of Loss: 02/14/2009
Claim Number: PP0008423935
Policy Number: 55 RBC 592906
Loss Location: 6554 Dolphin Circle E

Dear Mr. & Mrs. Geno;

This is in reference to the claim submitted for power surge damage to your personal property.

A claim was filed for damage to your personal property resulting from a power surge that occurred at your dwelling premises. During our conversation, it was relayed that Amerenue who is the power provider confirmed that a 220 volt power surge affected 2 units in your complex—your dwelling and a neighbors dwelling. The **HOMEOWNERS 6-UNIT OWNERS FORM, HO-0006 (10/00 ed.)** provides named peril coverage for your personal property subject to conditions and exclusions. The **HOMEOWNERS 3-SPECIAL FORM, HO-003 (10/00 ed.)** provides named peril coverage as follows;

SECTION I- PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverages **A** and **C** caused by any of the following perils unless the loss is excluded in Section **I-Exclusions**.

1. Fire or Lightning
2. Windstorm Or Hail
3. Explosion
4. Riot Or Civil Commotion
5. Aircraft
6. Vehicles
7. Smoke
8. Vandalism Or Malicious Mischief
9. Theft
10. Falling Objects
11. Weight Of Ice, Snow Or Sleet
12. Accidental Discharge Or Overflow Of Water Or Steam
13. Sudden And Accidental Tearing Apart, Cracking Burning or Bulging
14. Freezing
15. Sudden And Accidental Damage From Artificially Generated Electrical Current
This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.
16. Volcanic Eruption

Central Property Claims Region
P.O. Box 14265
Lexington, KY 40512-4265
Telephone 630 692 8000
Toll Free 800 989 7824
Facsimile 866 809 1955

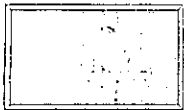
Due to the power surge damage specifically to your refrigerator, TV, stereo, microwave being excluded there is no coverage for the personal property. If you have any questions or concerns in regards to this matter, please call 1-800-989-7824 X 24165. By specifying the above grounds for denial, Property & Casualty Insurance Company does not intend to waive, but rather specifically reserve all of its rights, including other defenses which may be applicable to this claim.

Sincerely,



John M. Castillo
Inside Claims Processor
1-800-989-7824 X 24165

Writing Company Name: Property & Casualty Insurance Company



CORPORATE CLAIMS MANAGEMENT, INC.

Claims Administration Services

February 18, 2009

Nancy Geno
6554 Dolphin Circle
Florissant, MO 63033

RE:

Our Client: Ameren
Claim No: AG0902169
Date of Loss: February 14, 2009

Dear Ameren Customer,

Corporate Claims Management, Inc. is the third party administrator handling liability claims on behalf of Ameren.

Due to the very nature of the equipment used by Ameren and all other electric companies, it is impossible for them to guarantee that no part of it will ever fail. Such outages and surges occur from time to time, but they are not the result of any negligence or lack of care; to the contrary, outages, surges, and failures occur even though due care is exercised.

We regret any inconvenience and/or pecuniary loss you may have suffered, but we find no negligence or lack of care on the part of Ameren and must, respectfully, deny your claim. If you continue to have problems with your service, please report them to Ameren's Customer Service Department at 1-800-552-7583.

Sincerely,

Todd Munger
Account Manager
Corporate Claims Management, Inc.

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

7th Revised

SHEET NO. 138CANCELLING SCHEDULE NO. 5

6th Revised

SHEET NO. 138

APPLYING TO

MISSOURI SERVICE AREAGENERAL 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

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 Mo. P.S.C. in Case No. ED-91-122.

P.S.C. Mo. DATE OF ISSUE March 7, 1994DATE 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. MuellerPresident & CEOSt. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS