

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED
March 12, 2008
Data Center
Missouri Public
Service Commission

Name: Kenny and Cathy Cox
Complainant
417 624-3800

vs.

Case No.

Company Name: Missouri American Water
Respondent

COMPLAINT

Complainant resides at 2101 E 36th
(address of complainant)
Joplin Mo 64804

1. Respondent, Missouri American Water
(company name)

of Water Company Joplin Mo
(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:

Company has engaged in a pattern of delaying
withholding information and deceitful practices allowing itself
to overbill client thousands of dollars over course of more
than 2 years.

- 1) Customer moved property from family member in 2002
tried numerous times to get name on account switched
- 2) Company changed out meter - work done when meter changed
in (2004-2005?) caused a horrible fracture in water line.
- 3) Upon noticing increase in water bill customer contacted
company asking if bill seemed high - was told no
Customer changed fixtures etc to make sure no leaks
in house. Customer again contact co. was told bill
"within normal range"
- 4) Once leak finally discovered customer contact company
and had request "put on hold" until leak could be
repaired - Leak was extensive and in area of yard

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

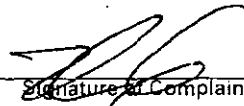
→ other post

- 1) Dozens and dozens of calls.
- 2) Requests for information.
- 3) Repaired water line > replaced fixtures
asked for relief
- 4) Contact local office - promised to
look into situation and call
back - never did.
- 5) Customer has stayed current on monthly
water bill - has not paid a disputed
amount.

WHEREFORE, Complainant now requests the following relief:

- 1) Leak adjustment equal to that given
by the city of Tipton - (additional \$1100)
- 2) Cease and desist of calls to
home by collectors -
- 3) Reimbursement for the ~~hand~~ dozens of hours
spent on phone dealing with poor
un responsive customer service people (PSC)

3/4/07
Date


Signature of Complainant

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

that could not be easily accessed. Was told by company to fix leak - send copy of work order done and a "leak adjustment" would be made to bill.

At no time in any of the dozens of calls made to company was customer informed of a company policy limiting adjustment to a maximum of 2 months.

When customer followed company instructions - a leak adjustment policy was cited to limit relief. Total leak adjustment offered was \$400 (estimate).

5) Company then engaged in further delay and deceit in the form of "winter averaging" waste usage and overbilled during summer approximately \$200 per month.

Customer service never disclosed that waste water adjustments could only be made by city of Joplin. They just claimed "there is nothing we can do." They agreed bill was inaccurate but never disclosed a way we could rectify situation, for about 10 phone calls.

6) Customer contacted City of Joplin to discuss wastewater bill. One phone call talking to one person resulted in a "leak adjustment" by city of Joplin for \$1500. City confirmed that customer was overbilled for more than 18 months.

7) Customer made dozens of phone calls to company attempting to speak with persons able to discuss the account. The pattern was the same -

- A) Offer limited information.
- B) Claim company policy is being followed and that there is nothing else they can do.
- C) Claim that if wished to appeal I needed different office.
- D) Claim different office would not allow incoming phone calls.
- E) Promise would look into matter and get back with me → They never have.

This process has been repeated dozens of times

In short customer claim is:

Company knew or could reasonably infer from size of bill that we had leak. Customer was assured bill was "normal". When leak basically exploded company gave customer steps to take to allow for leak allowance yet never disclosed a time limit.

Company then used a fall back position of the time limit to disallow an adequate adjustment.

Customer service was inadequate to meaningfully discuss this extreme situation. Company was negligent in follow up and habitually overbilled for 18 months.