

In response to Missouri American requesting to dismiss my claim, I would like to provide some more information why I think my claim is valid.

I received a letter from Constitution State Services explaining to me that they didn't find Missouri-American Water Company at fault. I have included a copy of this letter at the bottom of this response. The letter says that since Missouri American didn't dig the hole or break the pipe that they should not be at fault. The letter says that they will only pay on the claim if the facts show they are responsible for the damages. Then the letter goes on to tell me about the rules that protect Missouri American. One rule that the insurance company referenced really got my attention. Rule 3E. Rule 3E says, "The company shall not be liable for damages resulting to customer or to third persons, unless due to contributory negligence on the part of the company, and without any contributory negligence on the part of the customer or such third party." According to an email I received from Tope Plumbing (which I have included), the top of the sewer pipe was ripped off by the company digging in the area to install a new water main. Missouri American may not have broken the pipe but it was a contractor doing work for them that broke the pipe while digging and installing a new water main. If the contractor who installed the pipe is doing the work for Missouri American then I think that Missouri American should be responsible for damage caused by their contractors. It sounds to me like a third party working for Missouri American caused the damage to my sewer pipe and left the hole exposed in the street that allowed the water and sewage to flood my basement. I believe that since a third party contractor working for Missouri American caused the damage that led to my basement flooding that Missouri American is in violation of Rule 3E.

FILED
August 1, 2024
Data Center
Missouri Public
Service Commission

E mail from Tope Plumbing

Keith,

Stormie informed me that you are looking for a write up regarding the sewer lateral at [REDACTED]. I never sent you anything regarding it; I notified the City because it's under their program. They should be contacting Missouri American Water regarding the damages.

Our repair crew found that Missouri American Water had laid a new water main and, in the process, they damaged your sewer lateral, removing the top of the lateral pipe. Rock from their excavation was falling into your sewer lateral. The City of Pine Lawn said they would be contacting MO-Am Water to get them to fix the damage. We laid pipe to the edge of the street so whoever does the repair for MO-Am Water can hook up your lateral correctly.

Thank you,

Kim Akers

Tope Inc.

Ph: 314-890-0900

Fax: 314-429-5491

Visit our website at www.openmydrain.com



Constitution State Services
P O Box 650293
Dallas, TX 75265-0293
Telephone: (314) 579-8367
Fax: (877) 786-5571

April 17, 2024

Keith Edwards
[REDACTED]

RE: Client Name: American Water Works Company
Claim Number: [REDACTED]
Claimant: Keith Edwards
Date of Loss: 04/02/2024
Loss Address: [REDACTED]

Dear Mr. Edwards,

We have completed our investigation into the above referenced incident. Based upon our investigation, we have found Missouri American Water Company is not negligence for the sewer backing up into your basement. Missouri American Water Works did not damage the sewer lateral line, nor dig the hole in the road that directed the rainwater towards the sewer later line. For these reasons, we must respectfully deny liability for this incident at this time. We are very sorry this unfortunate incident occurred.

Under the terms of our contract of insurance, we are obligated to pay on behalf of our insured only if the facts clearly show our insured to be primarily responsible for the damages.

In addition, we have found the following Missouri Public Service Commission - Rules and Regulations Governing the Rendering of Water Service applies to this loss:

Rule 3: Liability of the company:

A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.

D. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.

E. The company shall not be liable for damages resulting to customer or to third persons, unless due to contributory negligence on the part of the company, and without any contributory negligence on the part of the customer or such third party.

F. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.

Rule 6: Inside Piping and Customer Water Service Line

H. Repairs or maintenance necessary on the Customer Water Service Line or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, but excluding the Company-owned meter, shall be the responsibility of the Customer. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so may result in discontinuance of service.

If you have any additional information that we have not considered in our review, or have any questions, please feel free to contact me.

Best Regards,

Jerry L. Fisher
Claim Professional
jlfishe2@travelers.com