

FORMAL COMPLAINT FORM

Attach extra pages as necessary.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Ian Bone)	
(Your name here))	
Complainant,)	
v.)	File No.
Missouri-American Water)	
Company)	(PSC fills this in)
(Utility's name here))	
Respondent,)	

FORMAL COMPLAINT

1. Complainant resides at:

[Redacted Address]

(Address of complainant)

[Redacted Address]

(City) (State) (Zip Code)

2. The utility service complained of was received at:

- a. Complainant's address listed in paragraph 1.
- b. A different address:

(Address where service is provided, if different from Complainant's address)

(City) (State) (Zip Code)

727 Craig Rd.

Saint Louis

MO

63141

5. The amount at issue is: \$

See attachment.

[illegible]

8. The Complainant has taken the following steps to present this matter to the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

See attachment.

3/16/2025
Date

Date _____

Complainant's Phone Number

Complainant's Phone Number

Alternate Contact Number

Alternate Contact Number

Jan Bone
Signature of Complainant

Signature of Complainant

Ian N. Bone
Complainant's Printed Full Name

Complainant's Printed Full Name

Complainant's E-mail Address

Complainant's E-mail Address

Attach additional pages, as necessary. Attach copies of any supporting documentation. Do not send originals of any supporting documentation.

6. Complainant now requests the following relief:

- a) A finding by the Commission that Missouri-American Water Company (MOAW) was at fault for the broken water main on Duchesne Rd and subsequent damage to Complainant's property.
- b) A finding by the Commission that Missouri-American Water Company (MOAW) violated RSMo. § 393.130
- c) Penalties assessed against MOAW under RSMo. § 386.570 as the Commission sees fit.

7. The relief requested is appropriate because:

- a) MOAW knew or should have known of the issues with the water main and should have acted to prevent damage to homes connected to the main.

The water main on [REDACTED] broke initially on 5/20/24. MOAW repaired the initial break. On 5/21/24, the water main broke again and flooded my basement and that of my neighbors with several inches of water. There was no initial outreach by MOAW regarding the 5/21 break and possible damages by MOAW. There was an initial statement by MOAW workers onsite that a remediation company would be sent to handle the damages. Allpro showed up later on 5/21 to install air movers and dehumidifiers. In this initial contact, Allpro stated that MOAW had hired them to handle all damages and that we would not have to do any work on our own to repair damaged property. Allpro informed us that the initial 72 hours is the most important time for these remediation procedures to be done to avoid further damages to affected property. We followed all of Allpro's recommendations in accordance with an email sent from Peter Muzik stating that failure to do so would result in their "declining to pay any charges" (Ex E). On 5/22/24 Peter Muzik of Traveler's insurance called to state that his client MOAW was not taking responsibility for damages and would not be proceeding with any further remediation work; he sent an email to the same effect shortly after (Ex. A). MOAW did not return any calls that I made to them directly after beginning a case with one of their representatives regarding this matter. I never received a follow up call. In the following days, I found significant damages to my appliances and many of my belongings as well as the finishing of my home which was all noted and verified by professionals in my subsequent attempts to mitigate and remediate damages from this incident. MOAW has still never responded to any further requests for information or followed up in any way.

On May 29 2024, I made contact with a third party insurance company (Amerisure) working on behalf of JH Berra. I was issued a File number and a property adjuster was scheduled to evaluate the damages. We provided all documentation required and continued to work with Amerisure from May 29,2024 through December 2024. In September 2024 I received a letter from Amerisure stating that based on their findings they were 50% responsible and believed that MO American Water was responsible for the other 50% of damages (Ex. B).

- b) **MOAW did not maintain and/or service the water main in a way that was safe and adequate, as required by RSMo. § 393.130.**

MOAW's failure to maintain and service its equipment to prevent water mains breaks directly caused flooding and damage to several homes. That flooding and damage created hazards not just by the backup of water itself, but by destroying critical appliances – like water heaters and HVAC systems – which help maintain a safe and adequate environment.

- c) **MOAW continuously fails to comply with the statutory requirements under RSMo. § 393.130 by ignoring its duty to keep its equipment safe and adequate, and knowingly misleads affected customers, thereby discouraging them from exercising their rights under Section 386.400.**

"Section 386.570 imposes a penalty upon any corporation, person or public utility which violates or fails to comply with any provision of the constitution or any law of the state or any order of the commission. In like manner, § 386.580 makes it a misdemeanor for every officer, agent or employee of a public utility who violates or fails to comply with any provision of the constitution or of the laws of this state or any order of the commission. This also has been the law of Missouri since 1913..." *State v. Oil, Chem. & Atomic Workers Int'l Union*, 317 S.W.2d 309, 318-19 (Mo. 1958)

MOAW is a corporation that has continuously violated or failed to comply with RSMo. § 393.130 by failing to maintain its equipment in ways that keep its customers safe. That alone is sufficient for penalties under Section 386.570.

RSMo. § 386.400 secures the right of "any...person...shall have the right to complain on any of the grounds upon which complaints are allowed to be filed..." MOAW, in a letter to Complainant, cited Section 3.E of its tariff, which it misleadingly labels "Missouri Public Service Commission - Rules and Regulations Governing the Rendering of Water Service." (Ex. A, letter from MOAW to Ian Bone). A quick search of PSC complaints shows that this is a common tactic (Ex. C, letter to Keith Edwards). The PSC has admonished MOAW for this tactic before (*see* Staff's Report and Recommendation in File No. WC-2023-027). MOAW's continued reliance on this tariff language and its misleading labeling of it as a PSC rule chills the public's willingness to exercise their rights.

8. The Complainant has taken the following steps to present this matter to the Respondent:

I spoke with MOAW's insurance representative, Peter Muzik, after the initial incident, the day following the flooding I received a call and email from him stating that MOAW would not be taking responsibility. I have reached out to MOAW multiple times and started a case with their telephone representatives, I received no call back or response to this case (Ex. D). I called multiple times to try and escalate this issue, also to no response.

I was willing to allow a remediation company of their choosing (Allpro) to complete cleaning and repairs and allowed them to install equipment in my home in order to do so. Finally a demand letter was sent on 1/20/25, which also received no response.



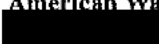

**Constitution
State
Services**

A TRAVELERS COMPANY 

Constitution State Services
P O Box 650293
Dallas, TX 75265-0293
Telephone: (314) 579-8892
Fax: (877) 786-5571

May 23, 2024

Mr. Ian Bone


RE: Client Name: American Water Works Company
 Claim Number: 
 Claimant: Ian Bone 
 Date of Loss: 05/21/2024

Dear Mr. Ian Bone:

We have completed our investigation into the above referenced incident. Based upon our investigation, we have found American Water Works did not cause or create the water main break resulting in your property damage. For these reasons, we must respectfully deny liability for this incident at this time.

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

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.

We are very sorry this unfortunate incident occurred. We regret any inconvenience you may have sustained.

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

Peter Muzik
Liability Claim Representative
pmuzik@travelers.com



5565 Glenridge Connector
Suite 900
Atlanta, GA 30342
800.818.5619

September 9, 2024

Ian Bone
[REDACTED]

Attention: Ian Bone

Sent via Electronic Mail: [REDACTED]

Re: Insured: J H Berra Construction Co Inc
Claimant: Multiple
Loss Location: [REDACTED]
Nature of Loss: Contractor Liability Property Damage
Date/Loss: May 21, 2024
Our File: [REDACTED]
Claim Number: [REDACTED]

Dear Ian Bone:

As you know, Engle Martin, a third-party administrator, has been retained by the insurance carrier, Amerisure, to conduct a thorough investigation and inspection into the above-captioned matter.

Amerisure has completed its investigation into the above-referenced loss and are offering to cover your damages at 50% on behalf of JH Berra Construction Company.

During the investigation, it was determined that the water main began leaking which caused damage to one resident's yard. American Water Works was contacted and did the repairs to the pipe, and in less than 24 hours the line broke causing damage to multiple residents' homes.

American Water Works knew the line was old and needed replacement when doing the repairs but chose not to change out the line. Therefore, Amerisure feels American Water Works is 50% responsible for the damages to your location.

We will begin reviewing all of the documents provided by each party and will contact each party once we have approval from Amerisure for the settlements for each resident.

For those who have gone through their homeowner's insurance company, they will be sending us the subrogation demand packet. Since your company has made you whole, we will not need anything else from you. If your homeowner's insurance company was unable to make you whole and you still have outstanding damages, we will still need the subrogation demand to determine the settlement amount.

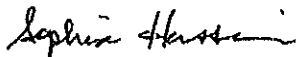
Please be advised that as a third-party administrator, we do not determine coverage or liability on the claim. We do not issue payments nor determine how the carrier should proceed. We are retained for only the purpose of the investigation and inspection of the loss.

If you have any additional information or documentation that has not been presented that you believe would materially affect this decision, please feel free to communicate in writing to the undersigned, and we will pass along your submissions for review by our client.

We know that this process is frustrating and can take a long time. Please know that we appreciate your patience.

Sincerely,

ENGLE MARTIN



Sophia Hussein
Casualty General/GLPD Adjuster
San Francisco, California Office
shussein@englemartin.com
M: 510.849.7732

CC: Valerie Davis
vdavis@Amerisure.com



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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



Flood Damage

1 message

Fri, May 24, 2024 at 11:21 AM

Ian Bone

To: Brandy.Hill@amwater.com

Cc:

Brandy,

I was given your contact information by Public Works of [REDACTED] in regards to a flooding incident that took place earlier this week. I have significant damage in my home due to this and would like to move forward in cleaning / repairing / replacing these damages as soon as possible. Please get in touch with me as soon as possible in order to discuss this matter.

Thank you,
Ian Bone





**Constitution
State
Services**

Claim professional Peter Muzik
Constitution State Services
PO BOX 650293
Dallas, TX 75265
Ph:314-579-8892

E

May 232, 2024

CLAIM IS UNDER INVESTIGATION

Mr. Ian Bone

Client Name: Missouri American Water
Claimant: Ian Bone
Claim Number: [REDACTED]
Date of Loss: [REDACTED]

Dear Mr. Ian Bone:

Restoration and mitigation completed by Missouri-American Water approved vendors is not an admission of fault or liability. Vendors will invoice me directly. Any refusal to follow the recommendations of the restoration company would result in our declining to pay any charges above reasonable and customary for a similar loss.

Damaged contents and/or structure may be the responsibility of the owner.

Regarding your damaged contents, all efforts should be made to minimize damage. On the attached "Statement of Loss-Contents" form please complete the form with your list of contents that require repair or replacement. Please provide a detailed description of each item claimed and give us the source of the repair or replacement cost that you have listed. Repair estimates should be attached to the back of the sheet as necessary. If the item listed is being replaced, please indicate if you are providing a new or a used replacement price. Note that all replacement cost estimates should be for an item that is of a like kind and quality. Prior purchase receipts may be requested on some contents items. Under Missouri law reimbursement for any damaged items will be based upon the estimated actual cash value and or market value of the item claimed. Please take photos of your damaged items to submit with your claim for damages.

Please hold on to any damaged items until they are inspected by the handling claim adjuster and it has been determined if the damaged item can be cleaned, repaired or replaced and there is an agreed valuation. If it is necessary to dispose of a damaged item prior to it's inspection and valuation then please contact the adjuster below, list it on the Statement of Loss and provide a picture

of same. These would be items such as perishable foods, or other potential health hazardous items.

Regarding damages to your home, business or other property you are asked to obtain competitive repair estimates for those damages. Repair estimates should show a detailed description of the work to be done and an itemized break down of the material and labor costs.

In the event that you elect to file a claim under your own insurance for the damaged items please notify us immediately of the name of your insurance company, their claim

number and the name, address and phone number of the handling adjuster. Please note that you cannot make a claim for the same damaged items against both your personal insurance and Missouri American Water Company because your insurance carrier has a right subrogation or recovery for the actual cash value of any payments that they make towards your damage.

Please submit the requested items as soon as possible in order to expedite the handling of our claim.

Thank you in advance for your cooperation. Please feel free to contact us with any questions.

Sincerely,

Peter Muzik
Constitution State Services
pmuzik@travelers.com