

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

## **ANSWER AND AFFIRMATIVE DEFENSES**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its *Answer and Affirmative Defenses* states as follows.

## Procedural Background

1. On October 2, 2025, Complainant Timothy Boyle (“Complainant”) filed a formal complaint against the Company with the Missouri Public Service Commission (“Commission”).
2. On October 3, 2025, the Commission issued an Order that the Company file an Answer to the Complaint no later than November 3, 2025, and that Staff file its report no later than November 17, 2025.

## Answer

3. Any allegation not specifically admitted herein by the Company should be considered denied.
4. In answer to Paragraph 1, the Company is without knowledge or information sufficient to admit the allegations of Paragraph 1 of the Complaint, and therefore denies Paragraph 1 of the Complaint.

5. In answer to Paragraph 2, the Company admits that the utility service complained of in the Complaint was received at the address set forth in Paragraph 2 of the Complaint.

6. In answer to Paragraph 3, the Company admits that its address is 1901 Chouteau Avenue, St. Louis, MO 63103.

7. The Company admits the allegations in Paragraph 4 of the Complaint.

8. In answer to Paragraph 5, the Company is without knowledge or information sufficient to admit the allegations of Paragraph 5 of the Complaint and therefore denies Paragraph 5 of the Complaint. The Company further denies that there is any amount at issue.

9. In answer to Paragraph 6, the Company denies that Complainant is entitled to the relief requested and denies the allegations set forth in Paragraph 6 of the Complaint.

10. In answer to Paragraph 7, the Company denies the allegations of Paragraph 7 of the Complaint, and specifically denies that it has violated any statute, tariff, or Commission regulation or order with regard to Complainant.

11. In answer to Paragraph 8, the Company admits that it received a claim submitted by Complainant and said claim was denied, Company admits that Complainant filed an Informal Complaint with the Commission and that Complainant has filed this Formal Complaint. The Company denies all remaining allegations in Paragraph 8.

#### Affirmative Defenses

12. The Complainant fails to state a claim on which relief may be granted

13. The Complainant fails to support the Complaint with sufficient facts or information.

14. Complainant has not established that Ameren Missouri violated any rule or order or decision of the Commission as required in Section 396.390.1 RSMo.

15. At approximately 9:18 p.m. on September 13, 2024, Ameren Missouri received a call from Robert Koonce who identified himself as an electrician. He stated that there was a broken

neutral power line from the utility pole into the home of Complainant. The Company dispatched a service technician at 9:27 p.m. and the power line was repaired, and service was restored at 10:22 p.m.

16. On September 14, 2024, Mimi Boyle contacted Ameren Missouri and stated that the AC unit was not working following a power outage. The Ameren Missouri employee provided Complainant the phone number to Brentwood Services Administrators, the third-party administrator that provides claims management on behalf of Ameren Missouri. On October 22, 2024, Complainant submitted a claim which was denied.

17. The first call Ameren Missouri received regarding electrical concerns at Complainant's residence was from the electrician at 9:18 p.m. on September 13, 2024. A service technician was dispatched within one hour and the repair was completed in under two hours. The first call Ameren Missouri received from Complainant was on September 14, 2024.

18. The damage Complainant sustained was due to equipment failure and was in no way due to the negligence of Ameren Missouri.

19. Ameren Missouri's applicable tariff rule states:

MO P.S.C. No. 6, Original Sheet 105, General Rules and Regulations,  
I. General Provisions, 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 single phasing. 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.

20. Ameren Missouri's Commission-approved tariffs have the force and effect of law. *See e.g., State ex rel. Missouri Gas Energy v. Public Service Commission*, 210 S.W.3d 330, 337 (Mo. App. W.D. 2006).

21. The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, and cannot require a refund, order damages or grant equitable relief. *See e.g., State ex. rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 695 (Mo. App. 2003); *American Petroleum Exchange v. Public Service Comm'n*, 172 S.W.2d 952, 956 (Mo. 1943). All of Complainant's claims for damages or equitable relief are not within the Commission's jurisdiction.

WHEREFORE, Ameren Missouri respectfully requests that the Commission enter an order setting the matter of whether the Company has violated a statute, tariff, Commission regulation or Commission order, for hearing.

/s/ *Carla Fields Johnson*

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**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on the parties on the certified service list via electronic mail (e-mail) on this 3rd day of November, 2025.

/s/ *Carla Fields Johnson*