

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

Timothy Boyle,)	
)	
Complainant,)	
)	Case No.: EC-2026-0095
vs.)	
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
)	
Respondent.)	

AMEREN MISSOURI'S POSITION STATEMENT

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), pursuant to the Commission’s January 12, 2026, Order Setting Procedural Schedule in the above-captioned proceeding submits the following Position Statements.

ISSUE 1

Did Ameren Missouri violate any statutes, regulations, tariffs, or Commission Orders with regard to the alleged damage that occurred to the Boyles’ home on September 13, 2024?

POSITION

Ameren Missouri did not violate any statute, regulation, tariff, or Commission Order.

The evidence demonstrates that the alleged damage resulted from an equipment failure, not from any negligence or wrongful act by Ameren Missouri.

1. 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.

Under the Company's Commission-approved tariff, Ameren Missouri is not liable for damages resulting from service interruptions or imperfections caused by conditions beyond its reasonable control.

The Company's tariff expressly provides that it does not guarantee uninterrupted or perfect service and is not liable for damages resulting from such imperfections when they are outside its control. Equipment failures, including a broken neutral line, can occur despite the exercise of reasonable care and do not constitute a violation of any applicable legal or regulatory standard. In this case, the evidence will show that the damage was caused by wildlife. The evidence will also show that Ameren Missouri was in compliance with all company line inspection requirements.

Complainant has not established any violation of a statute, tariff, or Commission rule, as required under Missouri law nor have they proven that Ameren Missouri did not exercise reasonable care in maintaining its equipment or in the repair of the broken neutral line in question.

ISSUE 2

Did Ameren Missouri violate any statutes, regulations, tariffs, or Commission Orders with regard to its actions in responding to Complainant's residence on September 13, 2024?

POSITION

Ameren Missouri acted reasonably, promptly, and in full compliance with all applicable statutes, regulations, tariffs, and Commission Orders.

Ameren Missouri first received notice of the issue at approximately 9:18 p.m. on September 13, 2024, from an electrician reporting a broken neutral line. A service technician was dispatched within minutes at 9:27 p.m. and the repair was completed and service restored within approximately one hour at 10:22 p.m. The Company did not receive a call from the Complainant until the following day, September 14, 2024.

These facts establish that Ameren Missouri responded promptly upon receiving notice, took appropriate corrective action, and restored service efficiently and safely. There is no evidence of delay, negligence, or failure to comply with any applicable requirement.

ISSUE 3

If the Commission determines that Ameren Missouri violated any applicable tariffs, statutes, rules, regulations, or orders, what relief, if any, is appropriate?

POSITION

No relief is appropriate because Ameren Missouri did not violate any applicable statute, tariff, regulation, or Commission Order.

Even if a violation were found, which Ameren Missouri denies, the Commission lacks jurisdiction to award monetary damages or equitable relief of the type sought by the Complainant. Missouri law limits the Commission's authority and does not extend to awarding damages for alleged property loss.

Additionally, the Company's tariff expressly limits liability for damages resulting from service interruptions or equipment failures beyond its control, and customers are responsible for installing protective equipment to safeguard their own appliances.

CONCLUSION

Ameren Missouri acted reasonably, promptly, and in accordance with all applicable legal and regulatory requirements. The alleged damages were caused by an equipment failure beyond the Company's control and fall within the liability limitations set forth in its Commission-approved tariff.

Ameren Missouri respectfully requests that the Commission find no violation and deny the Complaint in its entirety.

Respectfully Submitted,

/s/ *Carla Fields Johnson*

Carla Fields Johnson, #47149
Fields & Brown, LLC
300 East 39th Street, Suite 1P
Kansas City, Missouri 64111
(816) 474-1700 (phone)
(816) 421-6239 (facsimile)
cfields@fieldsandbrown.com

Jennifer L. Hernandez, #59814
Corporate Counsel Ameren Missouri
1901 Chouteau Avenue, MC 1310
P.O. Box 66149
St. Louis, MO 63103
(314) 554-3533 (phone)
(314) 554-4014 (facsimile)
amerenmoservice@ameren.com

**Attorneys for Union Electric
Company d/b/a Ameren Missouri**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to the parties of record on this
30th day of April 2026.

/s/ *Carla Fields Johnson*