

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

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

THE OFFICE OF THE PUBLIC COUNSEL’S INITIAL BRIEF

Statement of Relevant Facts¹

1. Union Electric Company d/b/a Ameren, Missouri (“Ameren” or “Company”) is authorized by the Commission to provide electric service to the Boyles’ (“Complainants”) residence.

2. Ameren was Complainants² electric service provider on September 13, 2024.

3. The inciting incident in this case regards issues around the electricity service that occurred the morning of September 13, 2024.

4. These issues, which include dimming lights and appliances not working, caused the Complainants to call an electrician, who diagnosed the problem and contacted Ameren, the only party able to address it.

¹ This statement of facts is a modified version of the Joint Statement of Undisputed Facts filed on May 7, 2026. The modifications include removing the Complainants’ address, providing necessary context, and including the broken hot leg that the parties were unaware of until the hearing took place.

² While Timothy Boyle was the only complainant in the *filing* of this case, he and his wife both acted as complainants during the hearing.

5. After the electrician contacted Ameren about these issues, the Company dispatched a line troubleman to Complainants' home, who found a broken neutral line, as well as a broken hot leg, was the cause of the Complainants' woes. After fixing both of these issues, the electrical service was restored to Complainant's home.

6. On September 14, 2024, Complainant contacted Respondent and stated that they had incurred damage to their home associated with the power outage that had occurred the previous day.

7. On October 22, 2024, Complainant filed a Claim Statement (GL20240004492) with the Company alleging equipment damage / losses that occurred at their home, which included a broken A/C unit, oven, ceiling fan, and two (2) power strips.

8. In response, Ameren denied Complainant's claim, citing its tariff, which states:

MO P.S.C. No. 6, Original Sheet 105, General Rules and Regulations, I. General Provisions, J. Continuity of Service: C 2 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.³

³ UNION ELECTRIC COMPANY TARIFF, *General Rules and Regulations*, Continuity of Service 105 (Mo Pub. Service Comm'n, Feb. 28, 2022).

9. On October 2, 2025, Complainant filed a Formal Complaint against the Company with the Public Service Commission (“Commission”).

Introduction

The *List of Issues* filed in this case creates a deceptive veneer of simplicity. However, responding to those issues demonstrates this case’s complexity. That is because the statute that the Complainant alleges the Company has violated codifies the most fundamental requirement for any public utility. Specifically, Section 393.130.1, RSMo, states, “Every . . . electrical corporation . . . shall furnish and provide such service instrumentalities and facilities as shall be safe and adequate and in all respects just and reasonable.”

However, claiming that Ameren has violated RSMo 393.130.1 requires the Commission to consider two (2) questions. The first is what it means for Ameren’s ‘service instrumentalities,’ or methods of providing electric service, to be both “adequate” and “just.” The second is whether the Company’s interpretation of its own tariff abrogates itself from this duty in violation of the Missouri Court of Appeals’ decision in *Public Service Comm'n of State v. Missouri Gas Energy*.⁴ Finally, the Commission must determine the appropriate relief to impose if it does find Ameren has violated applicable tariffs, statutes, Commission rules, regulations, Commission orders, or Commission decisions.

⁴ *Public Service Comm'n of State v. Missouri Gas Energy*, 388 S.W.3d 221 (Mo. App., W.D. 2012).

I. Ameren failed to provide Complainants with the service instrumentalities and facilities that Section 393.130.1, RSMo, requires.

During the hearing, the Commission Staff (“Staff”) repeatedly verified two (2) things. First, Ameren owns and is responsible for the maintenance and inspection of the neutral conductor and hot leg⁵ that broke.⁶ Ameren’s own witnesses even verified that “the company owned equipment is maintained by the company.”⁷ Second, that the Complainants do not have any responsibility or ability to maintain or keep up with either of those transmission components.⁸

There is no question that the broken neutral line and, more importantly, the broken hot leg, damaged Complainants’ personal property. Nevertheless, Ameren denied their insurance claim, citing to their tariff’s requirement that “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.”

A. The Company’s service violated Section 393.130.1, RSMo, in this case because it was not “safe and adequate.”

In effect, the Company’s argument relies on an understanding that it cannot be held liable for damages incurred due to issues with the facilities that they alone own, operate, and control. To buttress this argument, the Company relies on waivers of liability contained in their tariff. However, the holding in *Public Service Comm'n of*

⁵ Ameren also owns and is responsible for the maintenance and inspection of the hot leg, but the broken hot leg was not discovered until late in the hearing.

⁶ *Transcript-Volume 1 (Tr.)*, pp. 65 lines 11-18, Case No. EC-2026-0095, EFIS Item No. 15 (May 20, 2026); p. 104 line 20 through p. 105 line 2; 162 lines 12 through 15; p. 163 lines 12 through 17; p. 236 line 21 through p. 237 line 8.

⁷ *Id.* at p. 13 lines 4 & 5.

⁸ *Id.* at p. 65 lines 19 through 21; p. 162 line 16 through line 163 line 11

State v. Missouri Gas Energy demonstrates that argument’s weakness. In that case, the utility requested Commission approval of a tariff provision that would limit its negligence liability. In response, the court of appeals found “no statute empowering the Commission to abrogate a customer’s right to sue a public utility company for negligence involving personal injury or property damage.”⁹

While the Company is not outright requesting that the Commission limit its negligence liability that would arise from its infrastructure damaging customers’ personal property, finding there was no negligence would likely have the same effect. A rodent damaging the company-controlled infrastructure that is exterior to the Complainants’ home is not unforeseeable. If Ameren’s malfunctioning infrastructure, that the Company alone controls, causes damage to Complainants’ personal property, then that infrastructure is not “safe,” as required by Section 393.130.1.¹⁰

Staff has cited the *Missouri Gas Energy* case in similar instances where a public utility, Missouri-American Water Company (“MAWC”) sought to limit its own negligence liability and argued the court’s holding meant that the company *has* violated Missouri Law.¹¹ In these examples, Missouri-American Water Company (“MAWC”) caused property damage in a customer’s home due to flooding or debris caused by broken water mains. In all of these cases, the customer did not have ownership, operation, or control of the mains, MAWC did. Further, in all of these

⁹ *PSC v. Mo. Gas Energy* at 230.

¹⁰ *Tr.*, p. 129 lines 18 & 19.

¹¹ *Staff Recommendation*, Case No. WC-2014-0161, EFIS Item No. 12 (Mar. 18, 2014); *Staff Report and Recommendation*, p. 2, Case. No WC-2023-0273, EFIS Item No. 14 (June 5, 2023), *Staff Report*, p. 2 ¶ 6, Case No. WC-2025-0058, EFIS Item No. 13 (Sep. 25, 2024).

cases, MAWC denied insurance claims that the customers filed in response to the property damage these main breaks caused, citing its tariff. Like in these cases, part of the infrastructure that Ameren maintains that delivers service to the customers' home caused damage to their property. Further, Ameren, like MAWC, is the only party who has the ability to fix this infrastructure. Finally, rather than mitigate the damage that its own infrastructure caused, the Company chose to deny the claim and cite to its own tariff for support.

B. Accepting Ameren's broad interpretation of its tariff would cause its instrumentalities to fall short of "just and reasonable," further violating Section 393.130.1.

Throughout the hearing, Ameren repeatedly testified about the duties the Complainants failed to uphold when its broken neutral line and hot leg damaged their property. One duty that the Company first attempted to place on the Complainants was to call Ameren *and speak with a representative* as soon as their service is interrupted.¹² The Complainant stated that they did try to call the Company multiple times but were not able to get past the automated system to speak with a human representative.¹³ The Company's assertion that the Complainants' inability to connect with a live representative relieves them of liability fails to acknowledge the frustrating nature of its own automated phone system. Therefore, this argument should be discounted outright.

¹² *Tr.* at p. 20 lines 5 through 10; p. 200 lines 19 through 21.

¹³ *Id.* at p. 28 lines 6 through 20; p. 30 lines 18 through 21

The second duty that Ameren argued the customers failed to abide by is the installation of a whole home surge protector.¹⁴ A whole home surge protector is designed to catch instances where the voltage going to the home from the utility line has fluctuated to the point where it could damage a homeowner's personal property.¹⁵ However, the Company's final witness also made sure to emphasize that, while the knowledge and ownership of whole home surge protectors has grown in the past five years, he would not say that they are commonly known about.¹⁶ In fact, he states that he is not able to recommend whole home surge protectors to homeowners.¹⁷ Moreover, while Ameren does share a lot of information with new customers, it does not inform these customers about whole home surge protectors.¹⁸ It therefore seems unreasonable for the Company to expect all of, or even most of, its customer base to know to purchase such equipment.

It is concerning that Ameren is critiquing an upset customer's inability to manage its automated phone line to release it from its responsibilities to its customers. It is also disquieting that they are citing to their tariff statement about imperfect service and recommendation that customers "install suitable protective equipment" to abrogate its duty. Missouri still lacks a public policy that supports a public utility making its powerless customer base responsible for damages the utility's malfunctioning equipment caused. Rather, adequate and just service

¹⁴ Id. at p. 20 lines 10 through 13.

¹⁵ Id. at p. 201 lines 4 through 13.

¹⁶ Id. at p. 233 lines 8 through 16.

¹⁷ Id. at p. 233 lines 16 through 19.

¹⁸ Id. at p. 135 lines 20 through 24.

instrumentalities require the electric monopoly, who is the only party that has any ability to control or maintain its equipment, to take responsibility for the consequences of their equipment failure.

Ameren's claim that Complainants are responsible for the damage to their own property is unreasonable. Moreover, claiming that it holds no responsibility for damage caused by facilities that it alone owns and controls would lead to an unjust result. Referring again to *Public Service Comm'n of State v. Missouri Gas Energy*, the court refers to a Commission order related to this case, which states, "No public policy supports making an insurer of a customer who is powerless—and is not paid—to control those risks."¹⁹ This statement continues to be true today.

II. The Commission should find the Company violated Section 393.130.1 RSMo.

There is no dispute in this case that the Commission cannot require a refund, order damages or grant equitable relief. The Complainants will have to go to circuit court to seek that remedy. However, the Commission should find that Ameren failed to provide safe and adequate service. Further, the Commission should find that Ameren's broad tariff interpretation abrogates its duty to provide its customers with instrumentalities that are just and reasonable, in violation of Section 393.130.1, RSMo. Such a result could assist the Complainant and any court considering this

¹⁹ *Public Service Comm'n of State v. Missouri Gas Energy* at 224; The opinion did not cite the Commission order.

matter. And a finding that Ameren violated Section 393.130.1 RSMo would necessarily implicate the penalty provisions of Section 386.570 RSMo.

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CERTIFICATE OF SERVICE

I hereby certify that copies of the forgoing have been mailed, emailed, or hand-delivered to all counsel of record this 11th day of June, 2026.

/s/ Anna Martin