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## SECTION 4 – BILLING AND PAYMENT

### A. PAYMENT OF BILLS

- (1) All bills for electric service are due and payable upon receipt. Upon request, the Company shall give the Customer the approximate date on which the bill should be received each month; and if the bill is not received or is lost, the Company shall upon Customer request issue a duplicate. The non-receipt of a bill by a Customer will not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest. Normally, bills will be sent by mail. However, at its sole discretion, Company may offer an electronic (paperless) billing option, the initiation, use and cessation of which shall be upon Customer election.
- (2) The Customer shall not be assessed a separate fee for using any method of payment other than that described in Sections 4A.(7) and 4A.(8).
- (3) Use of Personal Checks:
  - (a) If Customer pays by personal check and said check is returned by the bank for non-payment due to insufficient funds, then Company may assess a charge pursuant to Schedule SFS, 3. Insufficient Funds Charge.
  - (b) Company may convert personal checks into electronic transactions subject to the requirements of Section 4A.(6).
  - (c) In lieu of personal checks, Company may require Customer to make payment of bills by cash, certified checks or money orders.
- (4) Payment in Person: Customers may pay in person at any of the Company's Customer Service offices using cash, check or money order. Such locations shall provide a complete list of all available payment options and the amount of any associated fees payable by Customers.
- (5) Payment by Mail or Drop Box:
  - (a) Customers paying by mail shall place a check or money order and the bill payment stub in a clearly addressed envelope and shall post payment to cause it to arrive at Company's remittance processing center on or before the delinquency date. Company shall not be responsible for cash payments placed in the mail.

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- (b) Customers paying by drop box shall place a check or money order and the bill payment stub in a sealed envelope and place it in a Company-sponsored drop box to arrive at Company's remittance processing center on or before the delinquency date. Company shall not be responsible for cash payments placed in a drop box.
- (6) Electronic Payment or Draft: Customer may request Company or Company's agent to issue a draft or electronic transaction on Customer's account in a recognized financial institution for payment of Customer's bill for utility services.
- (a) The decision to accept an electronic payment shall be solely that of the Company.
  - (b) Company may administer electronic payment requests through a live telephone representative or through automated processes such as interactive voice response (IVR) systems. Requests for web payments may be made through Company's or Company agent's Internet web site.
  - (c) Company shall credit an electronic payment through authorized payment processes to the Customer's account as if payment had been received at Company's remittance processing center on the same business day as the Customer's payment.
  - (d) Customer shall ensure that sufficient funds are available to pay the amount of the requested electronic payment or draft.
    - (i) An electronic payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
    - (ii) A draft payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 3. Insufficient Funds Charge.
    - (iii) An electronic payment or draft returned to Company for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
    - (iv) Company may refuse to issue an electronic payment or draft for a Customer who has tendered to Company one (1) or more insufficient funds payments.
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(7) Credit Card Payment: Customer may request Company or Company's agent to accept payment by Customer's credit card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/ Debit/ATM Card Fee.

- (a) The decision to accept a credit card payment shall be solely that of the Company or Company's agent.
- (b) Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's web site.
- (c) Company shall credit a credit card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.
- (d) A credit card payment reversed for any reason may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (e) Company or Company's agent may refuse to accept credit card payments from a Customer who has obtained the use of a credit card improperly. This may include, but is not limited to: reported or suspected use of a credit card in a fraudulent manner, reported or suspected use of a stolen credit card, or defrauding the Company or owner of a credit card.

(8) Debit or ATM Card Payment: Customer may request Company or Company's agent to accept payment by Customer's debit or ATM card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/Debit/ATM Card Fee.

- (a) The decision to accept a debit or ATM card payment shall be solely that of the Company or Company's agent.
- (b) Company may administer debit or ATM card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's web site.
- (c) Company shall credit a debit or ATM card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.

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- (d) Customer shall be responsible for and ensure that sufficient funds are available to pay the amount of the requested debit or ATM card payment.
- (i) A debit or ATM card payment returned to Company for insufficient funds or reversed by Customer may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (ii) A debit or ATM card payment reversed for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (iii) Company or Company's agent may refuse to accept debit or ATM card payments from a Customer who has obtained the use of a debit or ATM card improperly. This may include, but is not limited to: reported or suspected use of a debit or ATM card in a fraudulent manner, reported or suspected use of a stolen debit or ATM card, or defrauding the Company or owner of a debit or ATM card.
- (9) Company may establish a program that will, upon Customer's request, automatically withdraw the Customer's billed payments on a regular basis from Customer's account in a recognized financial institution. If Customer pays by such automated means, and a payment is returned by the financial institution for non-payment due to insufficient funds, Company may assess a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (10) Unauthorized Pay Agents: Unauthorized Pay Agents have no contractual arrangements with Midwest Energy. They may include but are not limited to banks and other financial institutions, retail stores with non-Company-sponsored drop boxes and/or third-party businesses or individuals. Company's acceptance of payment from an Unauthorized Pay Agent on behalf of a Customer shall not be construed as acceptance of such agent's assurance to the Customer as to timeliness or accuracy.
- (11) Company shall provide an annual notice to Customers informing them of authorized bill payment options and where to find a list of authorized payment centers. The notice shall also advise of the potential impact of using Unauthorized Pay Agents.
- (12) Company's Internet web site shall provide:
- (a) A complete list of all authorized payment options and the amount of any transaction fees payable by Customers.
- (b) An up-to-date list of Customer Service offices and Company-sponsored drop box locations.
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- (c) Links to credit/debit/ATM card services offered by Company or Company's agent.

**B. CONTENTS OF BILL**

- (1) The Company will normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, self-billing, turn-around, or other basis. Each service bill issued to a Customer will show:
- (a) The beginning and ending meter registration for the reading period, except that estimated billings will disclose that it is based on estimated usage;
  - (b) The date of the meter reading and the date of the bill; (3) For purposes of establishing security deposits and projecting monthly bills, the Company will consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar customers.
  - (c) The final date by which a payment can be received before a delinquency charge is imposed;
  - (d) The actual or estimated usage during the billing period;
  - (e) The amount due for prompt payment and the amount due after delinquency in payment;
  - (f) If appropriate, the fuel, power or energy cost adjustment in dollars per kilowatt hour (\$/ kWh) and the total amount of the adjustment due;
  - (g) The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection, installment payments, and other utility charges;
  - (h) The total amount due for the current billing period;
  - (i) The amount due for franchise and sales taxes and research and development surcharges each stated separately if appropriate; and
  - (j) The address and telephone number of the Company and the identification of the person or office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern.
- (2) The Company may include on the bill for utility services other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by tariff. If the Customer makes a partial payment for the total bill, the Company will credit payment:
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- (a) first to the balance outstanding for utility service beginning with the oldest service debt, (b) then to additional utility charges (such as disconnection/recollection fees) and (c) then to special charges as defined above.
- 3) If the Customer is paying under the average monthly payment plan, each bill will also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.
- (4) The Customer's bill will also show any adjustment to previous billings based on estimated usage or Customer meter readings after actual usage has been determined from a meter reading by the Company. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading by the Company. If the adjustment shows a net balance due the Company, the Customer will be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer will be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.
- (5) If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts will be printed on the bill and clearly labeled.

**C. METER READING PERIODS**

Unless otherwise provided in the Rate Schedules, meters will be read at intervals approximating the billing period. The Company reserves the right to adopt a plan dividing territory served into districts and of reading meters in each district at a selected time period. The Company shall read meters in a range of at least every twenty-six (26) and no more than thirty-six (36) days.

- (1) When conditions such as weather, holidays, vacations, staffing, the number of days in a month, inaccessibility of meters, etc. make it difficult or even prevent a meter from being read within that range, the Company may estimate the Customer's use or request that Customers read their own meter in accordance with Company standards.
- (2) Exceptions to the meter reading range may be made for connections, disconnections, or for Customers directly affected in the event of rerouting.

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**D. CUSTOMER METER READINGS**

- (1) The Company may request Customers to read their meters at intervals approximating the billing period. Requests for readings by the Customer will be on printed forms provided by the Company that contain instructions as to the methods of reading, or upon mutual consent, be submitted by the Customer via the Internet. However, a Customer is not obligated to enter meter reading via the internet and may return to using the printed form provided by the Company at any time.
- (2) Meter readings by the Customer, though used for billing purposes, will not be considered final. Such Customers' meters will be read at least once a year by the Company, and an adjustment will be made in accordance with these Terms and Conditions.

**E. ESTIMATED BILL**

- (1) The Company may render a bill, other than a final bill when service is discontinued or an initial bill, based on Estimated Usage if the bill is rendered:
  - (a) To Seasonal Customers, provided an appropriate Rate Schedule is available and an actual reading is obtained before each change in the seasonal cycle;
  - (b) When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;
  - (c) When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings are unavailing; or
  - (d) When the Customer does not furnish a timely meter reading as requested by the Company.
- (2) The Company may render a bill based on Estimated Usage as a Customer's final or initial bill when:
  - (a) The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Company;
  - (b) An actual meter reading would not show actual Customer usage but is used in Estimating Usage; or
  - (c) An actual meter reading cannot be taken because of a broken meter or other equipment failure.
- (3) The Company will not make field estimates of usage.



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- (4) The Company may render a bill based on estimated usage when the Customer is paying under the average monthly payment plan (See J in this Section 4K.) where payments are based upon an estimated or projected average usage. Actual meter readings must also be made for Customers using the average monthly payment plan, except as otherwise provided by Section 4F.(1).
- (5) The Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) times in any twelve (12) month period, unless a meter is inaccessible to the Company and the Customer is not available to read the meter for prolonged periods of time, in which case the Company will read the meter at least once per calendar year. Prior to rendering an estimated bill, the Company may request the Customer to provide a meter reading upon pre-addressed forms.
- (6) When the Company renders an estimated bill in accordance with this Section 4.F it will:
- (a) Maintain accurate records for at least thirty-six (36) months of the reasons therefore and efforts made to secure an actual reading;
  - (b) Clearly disclose on the face of the bill by printing the full word "Estimated", that the bill is based on estimated usage; and
  - (c) Make any appropriate adjustment upon subsequent reading of the meter.
- (7) All adjusted bills and bills covering more than a one-month period will be based on increasing the length of the rate blocks according to the number of months involved, i.e., the rate blocks will be doubled for a two month reading, tripled for a three month reading, etc. Adjustments will not be prorated for less than a one-month period. Adjusted bills will show the credit due the Customer for amounts paid that were based on the Customer's readings or the Company's estimate and will show the balance due and payable.
- (8) Fuel, power, or energy cost adjustments covering more than a one-month period will be based on the most recent Energy Cost Adjustment (ECA) factor.

**F. PRORATION**

- (1) The Company may at its option, prorate its ECA. If the ECA is prorated, each ECA factor and estimated usage associated with that factor must be shown on the bill. The ECA will be prorated during the billing month in which a change in rates or tariffs becomes effective.
- (2) The Company will prorate Customer charges in the following situations:



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- (a) Connection or disconnection of service which causes the billing cycle to be outside the range of twenty-six (26) through thirty-six (36) days;
  - (b) During the billing month in which a change in rates or tariffs becomes effective.
- (3) The Company will prorate general changes in rates and tariffs for energy, demand, or other applicable changes during the billing month in which the change in rates or tariffs becomes effective.

**G. CASH PAYMENT**

The Company may require that the Customer make payment of bills by cash, certified checks, or money orders. Company will give seven (7) days' notice to the Customer whenever checks will no longer be accepted for payment of bills.

**H. TAX ADJUSTMENT**

**(1) Special Taxes**

When any city, county, state, or other taxing sub-division imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on the Company, the amounts thereof insofar as practical, will be charged on a pro rata basis to all Customers receiving electric service from the Company within the boundaries of such taxing sub-division. This tax charge, in all cases, will be in addition to the regular charges for electric service.

**(2) Gross Receipts Tax**

Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each affected Customer's bill, and the amounts so computed will be added to each Customer's regular billing until such Customer's proportionate share of the total tax is paid. The pro rata tax applicable to each Customer will be identified on the Customer's billing as such.

**(3) Tax Adjustments**

Any customer qualifying for a tax exemption shall be responsible for (1) Completing and submitting exemption and refund applications to the appropriate entities, (2) Performing underlying calculations, (3) Providing a copy of the exemption certificate to Company, and (4) Verifying that bills reflect the appropriate exemption. No Customer refunds shall be made due to the non-application of a tax exemption unless the taxing subdivision makes an equivalent compensating refund to the Company.

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**I. AVERAGE MONTHLY PAYMENT PLAN****(1) Availability**

The average monthly payment plan is, by mutual agreement between the Customer and the Company, available to any qualifying Customer.

**(2) Estimated Bills**

At the request of any qualifying Customer, the Company will submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven (11) months or an estimated bill for electric service to be rendered during the contract period, which divided by the number of months in such contract period, will be the monthly installment.

**(3) Conditions of Average Monthly Payment Plan**

The Customer will be entitled to receive electric service under the average monthly payment plan provided Customer will agree:

- (a) To pay each monthly installment on or before the due date thereof;
- (b) To pay the late payment charge provided in these Terms and Conditions if a bill becomes delinquent;
- (c) That failure to pay any monthly installment on or before the delinquent date will be cause for termination by the Company of the average monthly payment plan with respect to Customer, in addition to other remedies permitted by these Terms and Conditions;
- (d) That the estimate will apply only to the premises then occupied by Customer and that if such premises are vacated during the period covered by said estimate, the average monthly payment plan with respect to Customer will immediately terminate;
- (e) That if the average monthly payment plan is terminated, any amount or amounts payable by or due to Customer on account of the metered service during the period covered by the plan will be billed or credited to Customer at once;
- (f) That until terminated by either party, the average monthly payment plan will be renewed automatically;

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- (g) That the average monthly payment plan may be periodically reviewed by the Company and the monthly installment payment will be revised if it appears at any time on review that the debit or credit balance at the end of the contract period will substantially exceed the estimate; and
- (h) That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period will be charged or credited, as the case may be, to the service bill for the final month of such contract period which will be subject to current settlement before the start of the next contract period. At the Company's discretion, the difference between the accumulated total billings and accumulated total payments may be rolled into the estimated usage for the upcoming contract period instead of subjecting that amount to current settlement.

#### **J. DELINQUENT BILLS**

- (1) Bills for electric service will be deemed delinquent if payment thereof is not received by the Company or its authorized agent on or before the date stated on the bill, which for all classes of Customers will be the last date on which payments received can, in the normal and reasonable course of the Company's procedures, be credited to the Customer's account in preparing the next normal billing;
- (2) When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current electric service will be added to the Customer's bill and collection efforts by the Company will be initiated.
- (3) If the last calendar day for remittance falls on a day when the Company's office is not open to the general public, the final payment date will be extended through the next business day.
- (4) An arrearage average payment plan similar to the Cold Weather Rule average payment plan is an option available to Residential Customers with arrears. The Customer will have up to twelve (12) months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by twelve (12). The balance will be paid in equal installments over the next eleven (11) months. Customer will also pay charges for current usage in addition to the arrearage payment. Arrearages from a previous Cold Weather Rule plan or arrearage average payment plan must be paid off before entering into this plan. Customers will be informed of this option.

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**K. DEFAULT**

- (1) Failure of the Customer to conform to these Terms and Conditions or to pay any amount due the Company under the Customer's Electric Service Agreement in the full amount due before becoming delinquent will constitute a default by the Customer in his or her Electric Service Agreement.
- (2) The Customer's obligation to pay the amount due the Company under the Customer's Electric Service Agreement will be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company other than amounts due the Company under the Customer's Electric Service Agreement, will not constitute a default justifying discontinuance of electric service under Section 5. Failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore, will not justify failure by the Customer to pay the Amount due the Company under the Customer's Electric Service Agreement nor prevent default by the Customer.

**L. COLD WEATHER RULE****(1) Availability**

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any qualifying Residential Customer. The rule allows a qualifying Customer with unpaid arrearages the opportunity to retain or restore electric service throughout the cold weather period, which extends from November 1 through March 31, and for the development of payment agreements between the Company and the Customer.

**(2) Prohibitions on Disconnections**

The Company will not disconnect a Customer's service between November 1 and March 31 when the local National Weather Service forecasts that the temperature will drop below 35 degrees Fahrenheit or will be in the "mid to low 30s," "mid 30s," or "mid to high 30s" within the next 48 hour period unless:

- (a) It is at the Customer's request;
- (b) The service is abandoned;
- (c) A dangerous condition exists on the Customer's premises;
- (d) The Customer violates any rule of the Company that adversely affects the safety of the Customer or other persons, or the physical integrity of the Company's delivery system;

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- (e) The Customer causes or permits unauthorized interference with, or tampering of, utility service (meter bypass) as defined in Section 3A.(2)(c), the electric service situated or delivered on or about the Customer's premises;
  - (f) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
  - (g) The Customer makes an insufficient funds payment as the initial payment or an installment payment under a CWR payment plan and does not cure the insufficient payment during the ten-day period after a disconnection notice is sent to the Customer.

Under Sections 4L.(2)(a), (b), (c) and (d), the Company may disconnect the service immediately. Under Sections 4L.(2)(e) and (f), the Company may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or a personal or phone contact is made with the Customer of record, or ten days after a disconnection notice is sent, whichever is quicker. Under Section 4L.(2)(g), the Company may disconnect the Customer ten days after a disconnection notice is sent if the Customer has not cured the insufficient payment during the ten-day period.

Services disconnected under Sections 4L.(2)(c) or (d) above must be restored as soon as possible after the physical problems as defined in Sections 4L.(2)(c) or (d) above have been corrected. Service disconnected under Section 4L.(2)(e) must be restored as soon as possible after payment by the Customer of the full value of the diverted service plus labor. The value of diverted service shall be estimated based on the historic use by the Customer or at the residence.

### **(3) Responsibilities of Customers**

In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the CWR, the Customer shall:

- (a) Inform the Company of the Customer's inability to pay the bill in full;
  - (b) Provide sufficient information to allow the Company to make a payment agreement;
  - (c) Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable fees or deposits and enter into an 11-month plan for payment of the rest of the arrearage, or enter into a payment plan as negotiated with the Company for the payment of the arrearage amount; and
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- (d) Apply for federal, state, local or other funds for which the Customer may be eligible;

**(4) Responsibilities of the Company**

- (a) Once a year, at least 30 days prior to the CWR period, mail a written notice of the CWR to each Residential Customer who is currently receiving service and to each Residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.
- (b) Send one (1) written notice mailed first class at least ten days prior to termination of service. Disconnect procedures excluding the ten-day notice may not begin until a 48-hour forecast above the activating temperature is predicted by the local National Weather Service office. During the first 24 hours, which will be the day prior to disconnection, the Company will make at least one (1) telephone call attempt with the Customer of record and make one (1) attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the standards under Section 5. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee will leave a disconnect message on the Customer's door or other conspicuous location on the Customer's premises on the day prior to disconnection. There will be no charge for this service.
- (c) On the day of disconnection, the local National Weather Service must forecast the temperature to be above the activating temperature for the next 24 hours. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature prior to initiating disconnection procedures, excluding the 10-day written notice.
- (d) In the telephone contact(s), the ten-day written notice, the personal contact and the disconnect message on the Customer's door or other conspicuous location, in addition to the existing requirements contained in Section 5, the Company shall also inform the Customer of the following:
- (i) The existence of the CWR;

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- (ii) That the Customer can avoid disconnection by complying with Section 4L.(3);
  - (iii) Inform the Customer of, or provide a list of, the requirements of Section 4L.(3);
  - (iv) Inform the Customer of, or provide a list of, organizations where funds are available to assist with the payment of utility bills;
  - (v) Inform the Customer of, or provide a list of, all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for CWR payments over a period of fewer than 12 months, the Company must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months, and
  - (vi) Adopt and inform Customers about a third-party notification plan.

**(5) Other Provisions**

- (a) Security deposits made in conjunction with the CWR will be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Section 3B.
- (b) The Company will inform its Customers of the long-range advantages of weatherization programs.
- (c) The Customer should be encouraged to renegotiate CWR payments if the Customer receives utility or other lump sum assistance.
- (d) The issuance of an insufficient funds payment for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the WR payment plan. A Customer who defaults on a CWR payment plan is not eligible for the arrearage average payment plan under Section 4K.(4) unless the arrearages from the prior CWR plan are paid. A Customer who defaults on a CWR payment plan is eligible to enter into a new CWR payment plan upon making an initial payment as set forth in Section 4L.(3)(c), paying any disconnect and reconnect charges, and complying with the Customer responsibility provisions under Section 4L.(3). A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the CWR is considered to be a CWR payment plan.



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However, a Customer with a payment plan of fewer than eleven (11) months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

**M. CORRECTION OF BILLING ERRORS**

- (1) Billing errors caused by meter inaccuracy or non-registration shall be corrected according to Section 9I.
- (2) Billing errors caused by misreading an accurate meter, improper data entry, bill miscalculation or application of an improper Rate Schedule where no optional Rate Schedules or Riders exist shall be corrected in the following manner:
  - (a) If correction of the error is in either Customer's or Company's favor, the provisions of KSA 60-511, KSA 60-512 and amendments thereto shall apply.
  - (b) At the Company's discretion, corrections in Customer's favor for a period of time exceeding that provided under the provisions of KSA 60-511, KSA 60-512 and amendments thereto may be made if it can be reasonably documented and ascertained that the error occurred for a longer period of time and that the Customer had no reasonable method of detecting the error.
- (3) No interest shall accrue on billing errors in either Customer's or Company's favor.
- (4) It shall be Customer's responsibility to notify Company of Customer's desire to take service under any Rate Schedule or Rider labeled as "optional" or which gives the Customer the right to elect service under that Rate Schedule or Rider. Company shall not be obligated to refund any amount to Customer when the Customer had the option of choosing a Rate Schedule or Rider that may have resulted in lower bills, and no such amount or difference in bills shall be deemed a "billing error".



Index #: 237  
Schedule: ET&C  
Replacing Schedule: ET&C  
Territory: Company Wide

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