



CLAIM STATEMENT

AG-1206062
(office use) WCB

PLEASE READ CAREFULLY THE ATTACHED POLICY STATEMENT BEFORE COMPLETING THIS CLAIM FORM.

Name: FIBBY'S ON THE GREEN Owner Tenant
 Mr. Mrs. Ms.

Address: 12476 GOLF COURSE ROAD
Street
WHITTINGTON IL 62897
City State Zip Code

Telephone Number: (home) 618-528-2659 (work) 618 629-2454

Account Number: 0601002012

Mailing address if other than above: P.O. Box 174 WHITTINGTON IL 62897

Place of Incident: 12476 Golf Course Rd, Whittington, IL 62897.

Date of Loss: 6-3-12 ?
6-5-12 ?
Month Day Year Time
6-27-12 ?
7-12-12 ?

Loss is related to: Electric Operations Gas Operations

AmerenCILCO AmerenCIPS AmerenIP AmerenUE

Describe the events causing the damage, include names of any Ameren employees and/or contractors involved.

POWER OUTAGES SEE ATTACHED

Did you contact Ameren (prior to contacting the Claims Department) regarding the problem which resulted in your loss? Yes No

If yes, list date of call and identify with whom you spoke, if known.

?

List items damaged, include make, model, and date of purchase. Attach paid bills or estimates for repairs.

SEE ATTACHED

Total amount of claim: \$ 2807⁰⁰

Does this constitute the entire claim resulting from this incident? Yes No

Was anyone injured? Yes No

If yes, provide names and describe injuries. _____

Have you made a claim for this loss against your insurance carrier or others? Yes No

If Yes, Insurance carrier Other (explain) _____

Name of Insurance Company _____ Address _____ Phone No. _____

NOTE: PAID BILLS OR ESTIMATES MUST BE ATTACHED AND WILL NOT BE RETURNED

The claimant(s) acknowledge that they have read this Claim Form carefully, that they are the Owners of the damaged property, and the information provided is true and correct. It is understood that request for this information is not an indication that the Company is honoring the claim.

David L. Gibson DAVID L. GIBSON
Signature

Dated: 7-13-12

Corporate Claim Management
2100 West 10th St
Columbia, MO 65201

GIBBY'S ON THE GREEN
REND LAKE GOLF COURSE
WHITTINGTON, ILLINOIS 62897
618-629-2454

FAX

**TO: CORPORATE CLAIMS MANAGEMENT: ATTN; JOHN
BALZRINE**

From : DAVE GIBSON

FAX: 636-519-0227

*** Urgent *Review * comment * Reply * Recycle**

***comments:**

**ENCLOSED IS NA COPY OF THE OUTAGE HISTORY AT
GIBBY'S ON THE GREEN AT REND LAKE GOLF COURSE.
YOU CAN PLAINLY SEE THAT HISTORY AT THIS
LOCATION. ALSO YOU CAN CALL MY REPAIR MAN (FOR
THE LAST FIVE YEARS) AND HE WILL GIVE YOU
TESTIMONY OF OUR OUTAGE HISTORY. HIS NAME IS
LARRY HODGES HEATING AND AIR REPAIR. HIS CELL IS
618-237-2449. PLEASE ADVISE ME OF ANY CHANGES IN
YOUR INVESTIGATION.**

THANK YOU :

DAVE GIBSON, CELL 618-528-2661



CORPORATE CLAIMS MANAGEMENT, INC.

Claims Administration Services

Ameren Dedicated Unit
(314) 554-3382

August 6, 2012

Gibby's on the Green
PO Box 174
Whittington, IL 62897

RE: Damage to freezers and dining room switches
Our Client: Ameren
Date(s) of Loss: 6/2/12; 6/5/12; 6/25/12; 7/12/12
Claim #: AG1206062

Dear Mr. Gibson:

Please be advised that Corporate Claims Management, Inc. is the third party administrator handling claims on behalf of Ameren. This letter is in response to your claim for damages.

Our investigation revealed that the problem(s) you experienced was due to a lightning strike and also transformer fuse failure(s). It appears that when this occurred, it caused your service to single phase. Unfortunately, events such as these are not compensable. Customers who choose to equip their businesses with three phase equipment are required to furnish their own internal protection.

We regret any pecuniary loss you have experienced; however, we cannot accept financial responsibility for losses caused under these circumstances.

Thank you for your patience through our investigation.

Respectfully,

Corporate Claims Management, Inc.

John Balzaine
Account Manager

JUN 2
JUN 5
JUN 27
JULY 12

CUSTOMER TERMS AND CONDITIONS

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities.

C. Non-Discriminatory Access

Delivery Service shall be priced and made available to all Customers on a non-discriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its supplier of electric power and energy or Metering Services, in accordance with applicable Commission Rules.

CUSTOMER TERMS AND CONDITIONS

B. Limitation of Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible or liable for damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service.

The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

CUSTOMER TERMS AND CONDITIONS

13. DISPUTE RESOLUTION

A Customer receiving electric service under this Schedule shall have the right to have Company personnel review any dispute. The Company shall address all Customer disputes pursuant to the 83 Ill. Adm. Code 280.160.

For UCB/POR, the Company is providing two billing methods, Bill Ready and Rate Ready. The process to handle disputes associated with the two billing methods are identical except for the final step that accommodates for the billing method a RES uses, should it be appropriate for the RES to make a correction for a disputed charge. If the Company receives a call from a Customer served by a RES under the UCB/POR Program, the Company will initially attempt to determine whether the question is related to usage or related to RES service prices. If the issue is usage related; this would not be considered a dispute concerning RES service. If the Company call center representative determines that the question pertains to the RES charges, the Customer will be referred to the RES and will also be provided with contact information for the ICC's Consumer Services Division ("CSD"). The Customer will be told that if, after contacting the RES, they are unable to resolve their dispute with the RES they may contact the ICC's CSD. Upon notification of Disputed Charges from the RES or the CSD, the Company shall enter a suspend charge on a Customer's account for Disputed Charges, removing the entered dollar amount from any collection action or late payment charges until the next bill date or specific date entered. For reference see the flow chart in Appendix B that represents the dispute resolution process.

14. MISCELLANEOUS GENERAL PROVISIONS

A. Tariffs Subject to Illinois Commerce Commission

All charges, Terms and Conditions, Riders and Tax Additions of the Company applicable to service supplied under this Rate Schedule are subject to approval, termination, change or modification by the Illinois Commerce Commission, to the extent permitted by law.



June 14, 2012

Jessa Cooper
Illinois Commerce Commission
Consumer Services Division

Open Date: 06/07/2012
Complaint ID #: 2012-07607
Account #:

Customer Name: Gibby's
Service Address: 12476 Golf Course Rd
Whittington, IL 62897

The customer's complaint is in regard to service outages.

Ameren Illinois Response

Ameren Illinois conducted a thorough investigation of the subject complaint which revealed the following information.

Outage history for the past 12 months is noted below, including the date, time Ameren was notified, the duration of the outage, and the cause.

| DATE | TIME | HR/MIN | TYPE | CAUSE/ACTION | HEA | MAJ | FEEDER | OAS | ORDER |
|----------|-------|--------|---------|----------------------|------|-----|--------|-----------|-------|
| 06/07/12 | 12:15 | 07:56 | UNDRGRD | EQUIP MALFUN | CALM | N | 112527 | 12154W192 | |
| 06/07/12 | 12:15 | 41:02 | UNDRGRD | EQUIP MALFUN | CALM | N | 112527 | 12154W192 | |
| 06/07/12 | 10:11 | 15:47 | UNDRGRD | EQUIP MALFUN | CALM | N | 112527 | 121115474 | |
| 06/07/12 | 08:06 | 26:49 | MAINT | RELIABILITY REVIEW** | CALM | N | 060263 | 110008127 | |
| 06/07/12 | 11:39 | 16:22 | OVERHD | EQUIP MALFUN | RAIN | N | 060263 | 113916622 | |
| 06/07/12 | 11:18 | 50:42 | MAINT | SUB MAINTENANCE** | CALM | N | 060263 | 111850942 | |
| 06/07/12 | 11:17 | 48:47 | OVERHD | SUBSYA EQUIP MALFUN | CALM | N | 060263 | 111748476 | |
| 06/07/12 | 11:17 | 02:37 | OVERHD | TREE LIMB BROKEN | TCRM | Y | 112527 | 111702737 | |
| 06/07/12 | 11:15 | 26:55 | OVERHD | LOSS OF AMEREN TRANS | CALM | N | 060263 | 111526655 | |

Recent outages have been attributable to the failure of the underground cable serving this area. A job packet has been prepared for the replacement of approximately 3400 feet of buried primary cable, and has been given to a crew, who will begin this cable replacement project the week of June 11th.

The Supervisor of Administration spoke to David Gibson 6/8 to notify him that the cable is scheduled for replacement. He requested the number to file a damage claim, and she supplied him with the Corporate Claims Management phone number, and explained that he'll need to discuss the damages with them, and they will investigate.

Cable replacement project will resolve the outage issues caused by the underground primary feeding this area.

Given the above, Ameren Illinois considers this issue to be resolved and the complaint closed.

Thank you,

Ameren Illinois
Regulatory Affairs
370 S. Main Street, E-17
Decatur, IL 62523

cc: Gibby's



CORPORATE CLAIMS MANAGEMENT, INC.

Claims Administration Services

Ameren Dedicated Unit
(314) 554-3382

September 24, 2012

Gibby's on the Green
PO Box 174
Whittington, IL 62897

RE: Our Client: Ameren
 Our Claim #: AG1206062
 Date of Incident: 6/2/12
 Location: 12476 Golf Course Road, Whittington, IL

Dear Mr. Gibson:

Corporate Claims Management, Inc. is a third party administrator that provides claims management on behalf of Ameren.

Following careful review of your file and speaking with the Ameren supervisors regarding the circumstances surrounding this claim, we must stand on the denial of your claim. Enclosed please find the "Customer Terms and Conditions" which addresses the Customer's responsibility regarding suitable protection of their owned equipment and property.

Again, we regret any inconvenience and pecuniary loss you may have suffered but we find no gross negligence or lack of care on the part of Ameren and will not be able to compensate you for your claim.

Respectfully,

Corporate Claims Management, Inc.

John Balzaine
Account Manager
800-781-2075 x1923



CORPORATE CLAIMS MANAGEMENT, INC.

Claims Administration Services

FAX TRANSMITTAL

FROM: John C. Balzaine, Account Manager
Corporate Claims Management, Inc.
782 Spirit 40 Park
Chesterfield, Missouri 63005

Telephone: (636) 519-0330 X 1923

Fax: (636) 519-0227

TO: David Gibson
Name: _____ Company: _____
618-629-2120
Fax Number: _____

DATE: 10/17/12

Note: THIS IS PRIVATE AND PRIVILEGED INFORMATION. THIS TRANSMISSION IS DIRECTED ONLY TO THE PERSON OR PERSONS NAMED ABOVE FOR THEIR USE. IT MAY CONTAIN INFORMATION OR MATERIALS WHICH ARE PERSONAL, PRIVATE AND/OR CONFIDENTIAL, AND WHICH ARE NOT INTENDED TO, AND MAY NOT, BE DISCLOSED TO ANY OTHER PERSON. IF YOU ARE NOT THE PERSON TO WHOM THIS TRANSMISSION IS DIRECTED, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISTRIBUTION, COPYING OR USE OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, DO NOT READ ANY PART OF IT. IMMEDIATELY CONTACT US BY TELEPHONE AND RETURN THE ORIGINAL COMMUNICATION TO US AT THE ADDRESS BELOW VIA THE U.S. POSTAL SERVICE. THANK YOU FOR YOUR COOPERATION AND UNDERSTANDING.

RE: Ameren claim # A61206062

Mr. Gibson-

Please refer to the following case law entitled "Elgin Airport Area v. Commonwealth Edison Co". This supports the position that the customer is responsible to provide protection for their equipment for three-phase service.

Thank you - John.

NUMBER OF PAGES TO FOLLOW "INCLUDING" THIS COVER PAGE: 4.

89 Ill. 2d 138, *, 432 N.E.2d 259, **;
1982 Ill. LEXIS 221, ***; 59 Ill. Dec. 675

**ELGIN AIRPORT INN, INC., Appellee, v. COMMONWEALTH EDISON
COMPANY, Appellant**

No. 54136

Supreme Court of Illinois

89 Ill. 2d 138; 432 N.E.2d 259; 1982 Ill. LEXIS 221; 59 Ill. Dec. 675

February 19, 1982, Filed

PRIOR HISTORY: [*1]**

Appeal from the Appellate Court for the Second District; heard there on appeal from the Circuit Court of Kane County, the Hon. Marvin D. Dunn, Judge, presiding.

DISPOSITION:

Appellate court affirmed in part and reversed in part; circuit court affirmed.

LexisNexis (TM) HEADNOTES - Core Concepts:

COUNSEL:

Puckett, Barnett, Larson, Mickey, Wilson & Ochsenschlager, of Aurora (Richard J. Larson, Peter K. Wilson, Jr., and Bernard K. Weiler, of counsel), for appellant.

Brady, McQueen, Martin, Collins & Jensen, of Elgin (Wiley W. Edmondson and Alfred Y. Kirkland, Jr., of counsel), for appellee.

James H. Eddleman, of Springfield, and William T. Crisp, of Crisp, Smith, Davis & Schwentker, of Raleigh, North Carolina, for *amici curiae* Association of Illinois Electric Cooperatives and National Rural Electric Cooperative Association.

JUDGES:

JUSTICE SIMON delivered the opinion of the court.
JUSTICE MORAN concurs in the judgment.

OPINIONBY:

SIMON

OPINION:

[*140] [**260] The defendant, Commonwealth Edison, a regulated utility, supplied electricity to the plaintiff, Elgin Airport Inn, a motel. In particular, it supplied "three-phase" current, which the Inn needed for certain air-conditioning motors designed to run on that type [***2] of current. On November 3, 1976, a casting in a switching mechanism in Edison's line broke, and one of the phases was cut off, a mishap known as "single phasing." The resulting abnormal current is unsuitable for three-phase motors. After about five minutes on the abnormal current, the Inn's motors overheated and burned. The smoke drove everyone out of the Inn; no one, however, was injured, and the damage to the motors amounted to less than \$ 5,000. The Inn sued, under theories of negligence, *res ipsa loquitur*, strict tort liability, and violation of the Public Utilities Act (Ill. Rev. Stat. 1977, ch. 111 2/3, par. 32). The circuit court of Kane County, after trial, ruled for the defendant on all counts. The appellate court affirmed on the negligence, *res ipsa*, and statutory counts, but reversed on the issue of strict product liability in [*141] tort, holding that Edison was liable as a matter of law, and remanding for ascertainment of damages. (88 Ill. App. 3d 477.) We granted Edison leave to appeal, and, adopting the circuit court's conclusion that the electricity, even if dangerous, was not unreasonably so, we now reverse the appellate court on the strict liability [***3] count.

The evidence supports the circuit court's finding that Edison did nothing wrong. Unlike an ordinary product, which can be made and inspected at the maker's convenience, electricity must be always ready, at the flip of the user's switch. The supplier cannot possibly inspect all its miles of wire constantly to be sure that every ampere is perfect; the casting that failed here was not visible to the naked eye, and any defect in it could not be discovered unless the switching mechanism was disassembled and examined. Edison followed its normal

89 Ill. 2d 138, *; 432 N.E.2d 259, **;
1982 Ill. LEXIS 221, ***; 59 Ill. Dec. 675

inspection procedures, and the Inn does not suggest how those procedures could have been improved. Single phasing seems to be simply one of those things that happen occasionally; there is nothing Edison or anyone else could have done to prevent it or detect it immediately, and nothing Edison could have done to reduce the danger the abnormal current would pose to the Inn's motors should it occur. The judgments for Edison on the negligence and *res ipsa* counts must therefore be affirmed. We also agree with the lower courts' conclusion that the Inn's claim under the Public Utilities Act is meritless. That brings us to the main issue [***4] of this appeal, strict liability.

The lack of any feasible way for Edison to prevent occasional intervals of defective current or reduce the danger of such current would not by itself insulate Edison from strict tort liability for a defective product. (*Cunningham v. MacNeal Memorial Hospital* (1970), 47 Ill. 2d 443.) This case, however, goes a step further. The danger of abnormal current *can* be reduced, by the user. Single phasing is a common enough phenomenon that the national [*142] electrical code, which Edison's tariffs required the Inn to comply with, provides that appliances are to be equipped with suitable protective devices. The Inn's air-conditioning units included a device supposedly designed to protect the motors in case of power failure or abnormality, such as single phasing. The device, however, failed to prevent the damage. The reason for the failure is not clear, because [**261] the record is incompletely developed on this point, as it is on many technical facets of this case. As the plaintiff had the burden of proof and lost in the circuit court, we shall assume that the failure was attributable to some defect in the protective device; [***5] there is evidence to support that hypothesis. At any rate, there is no evidence that Edison knew or should have anticipated that the device would fail.

In these circumstances, even if Edison knew that its current had single phased, to cut off that current entirely might not be the appropriate response. The defective current, while harmful to certain peculiarly sensitive appliances, namely three-phase motors -- which are equipped with devices to protect against that harm -- would not necessarily be unsafe or unsuitable for all other utilizations. Cutting it off in Edison's main line would protect the Inn's motors, but it could also indiscriminately black out other utilizations (and other customers along the line) for which the abnormal current supply might be, if not ideal, at least useable. The system of cutting off the abnormal current only in the sensitive appliances themselves, by means of a protective device incorporated in the appliance, seems eminently reasonable. Thus, even if Edison had known its current was abnormal, continuing to supply it (until normal

current could be substituted) would not necessarily have been improper. Edison might reasonably have chosen simply [***6] to warn the Inn of the situation so that the Inn could check on its motors or take other appropriate action. Indeed, the main thrust of the Inn's argument that Edison was negligent is not that the abnormality occurred but that [*143] Edison failed to warn the Inn for over five minutes. (The danger to the motors increases as they continue to draw the abnormal current.) And because Edison did not know and could not sooner discover that its current was abnormal, it is not strictly liable for a failure to warn of the danger. *Woodill v. Parke Davis & Co.* (1980), 79 Ill. 2d 26.

The contract between Edison and the Inn provided:

"Continuous service. The company shall not be responsible in damages for any failure to supply electricity or for interruption or reversal of the supply, if such failure, interruption, or reversal is without wilful default or negligence on its part."

Whether this provision directly exculpates Edison from liability for single phasing is not entirely clear, but it does allow Edison to cut off the current entirely with impunity. As we have explained, the Inn has not proved, and we cannot say as a matter of law, that single phasing is, on the [***7] whole, inferior to no current at all. Since Edison could do nothing to avoid being forced to the choice, it seems unfair to hold Edison strictly liable for adopting the superior alternative while absolving it from liability had it followed the inferior course of completely shutting off electricity. And Edison should not be strictly liable for unknowingly and unavoidably transmitting current that it could properly have transmitted knowingly and intentionally, under the circumstances.

It appears that, for the foreseeable future, the technological possibilities for keeping appliances from being ruined by single phasing will lie with the appliances rather than with the current. Moreover, Edison cannot, either practically or legally, control the details of what appliances with what protective devices its customers are plugging in, or vary its rates accordingly; it can only insist on compliance with general standards like the national electrical code, which will inevitably lag behind the state of the art. Only the Inn here could, by selection of a less fragile motor or a [*144] more dependable protective device, have prevented the loss; Edison could do nothing. Legally transferring [***8] losses from those who could prevent them to those who cannot will not improve safety. In *Peterson v. Lou Bachrodt Chevrolet Co.* (1975), 61 Ill. 2d 17, this court held that the seller of a used car was not

30 yrs old

89 Ill. 2d 138, *; 432 N.E.2d 259, **;
1982 Ill. LEXIS 221, ***; 59 Ill. Dec. 675

strictly liable for its defects, partially because liability would not serve the policy of inducing manufacturers to make safer cars. That reasoning seems far stronger here, where the effects of liability [**262] might be not merely nonexistent but perverse.

Neither is the policy of spreading losses particularly compelling here. The loss is not purely a feature of Edison's business of making electricity; it is at least as plausibly a problem of the motors. Edison did not create the risk single-handed; the danger here varies immensely from one user to another and is largely under the users' control. Product liability as a type of built-in insurance, with the premiums incorporated into the price of the electricity, seems both unfair to those users who do not have valuable, fragile, inadequately protected appliances, but must pay for the dangers of those who do, and unnecessarily expensive in the long run if more motors burn out because those who can protect [***9] and save them have no financial incentive to do so. If the Inn wanted insurance, it could have bought its own, probably at lower and more accurate rates than Edison could provide.

We conclude that while the current was defective, in the sense that it was not as Edison designed it, and was no doubt dangerous (beyond the ordinary dangers of electricity) to certain appliances, the circuit court's finding that it was not *unreasonably* dangerous is not against the manifest weight of the evidence. Edison

could do nothing to prevent occasional single phasing of its current; the risk of single phasing and the danger single phasing would present to three-phase motors were well known in the electrical trade; the danger could best be minimized by the user, and the [*145] Inn, as required, had taken precautions, which proved, unfortunately, not to be infallible; given those precautions, the danger was not great; Edison, trying to provide continuous electricity at the user's whim, could reasonably suppose that, for a short while at least, even abnormal current was better than none.

Because Edison would be strictly liable in tort for a defective product only if the defect made the product [***10] unreasonably dangerous (*Dubin v. Michael Reese Hospital & Medical Center* (1980), 83 Ill. 2d 277; *Suvada v. White Motor Co.* (1965), 32 Ill. 2d 612; Restatement (Second) of Torts sec. 402A (1965)), there is no need to consider the more fundamental questions Edison raises, such as whether electricity is a product at all, and whether a regulated utility can be strictly liable in tort.

The circuit court was correct to enter judgment for Edison on all four counts; the appellate court erred in reversing as to the strict liability count.

Appellate court affirmed in part and reversed in part; circuit court affirmed.

1. Not "single phasing" - but underground cable malfunction
2. Ameren knew of problem & did not correct
3. Case is not defining as matter of law but is fact specific
4. Where is contract with customer that exculpates Ameren?

CUSTOMER TERMS AND CONDITIONS

B. Limitation of Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible or liable for damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service.

The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

CUSTOMER TERMS AND CONDITIONS

13. DISPUTE RESOLUTION

A Customer receiving electric service under this Schedule shall have the right to have Company personnel review any dispute. The Company shall address all Customer disputes pursuant to the 83 Ill. Adm. Code 280.160.

For UCB/POR, the Company is providing two billing methods, Bill Ready and Rate Ready. The process to handle disputes associated with the two billing methods are identical except for the final step that accommodates for the billing method a RES uses, should it be appropriate for the RES to make a correction for a disputed charge. If the Company receives a call from a Customer served by a RES under the UCB/POR Program, the Company will initially attempt to determine whether the question is related to usage or related to RES service prices. If the issue is usage related; this would not be considered a dispute concerning RES service. If the Company call center representative determines that the question pertains to the RES charges, the Customer will be referred to the RES and will also be provided with contact information for the ICC's Consumer Services Division ("CSD"). The Customer will be told that if, after contacting the RES, they are unable to resolve their dispute with the RES they may contact the ICC's CSD. Upon notification of Disputed Charges from the RES or the CSD, the Company shall enter a suspend charge on a Customer's account for Disputed Charges, removing the entered dollar amount from any collection action or late payment charges until the next bill date or specific date entered. For reference see the flow chart in Appendix B that represents the dispute resolution process.

14. MISCELLANEOUS GENERAL PROVISIONS

A. Tariffs Subject to Illinois Commerce Commission

All charges, Terms and Conditions, Riders and Tax Additions of the Company applicable to service supplied under this Rate Schedule are subject to approval, termination, change or modification by the Illinois Commerce Commission, to the extent permitted by law.

CUSTOMER TERMS AND CONDITIONS

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities.

C. Non-Discriminatory Access

Delivery Service shall be priced and made available to all Customers on a non-discriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its supplier of electric power and energy or Metering Services, in accordance with applicable Commission Rules.