

JUN 18 1992

Decision 92-06-063 June 17, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Faida Jama,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

ORIGINAL

(ECP)

Case 92-01-025

(Filed January 9, 1992)

Faida Jama, for herself, complainant.  
Mike Weaver and Darlene Bacchetto, for  
Pacific Gas and Electric Company,  
defendant.

O P I N I O N

Summary

Complainant Faida Jama (Jama) filed a complaint against Pacific Gas and Electric Company (PG&E) on January 9, 1992. Jama complains that PG&E wrongfully billed her account for her mother's delinquent bill from a former address. She further complains that PG&E wrongfully disconnected her family's electric and gas service for about 90 days until payment of the former account was made. PG&E asserts in its written response and at hearing that it has authority to take collection action against Jama and the present account for her mother's former account.

We find for the complainant. We find that PG&E had no authority to take collection action against Jama. We further find that PG&E's collection actions against Jama repeatedly violated PG&E's tariffs. Finally, we find that PG&E violated complainant's privacy rights when it reported the disconnection of Jama's services to public agencies.

I. Statement of Facts

Jama, her mother Constance French (French), and two younger siblings have lived at 2775 Gonzaga Street, East Palo Alto, since October 1990. Jama resided, as a minor, with her mother at a former address, 995 Runnymede, East Palo Alto (French account). The French account was in French's name and left a closing balance of \$907.87 for service through June 13, 1990.

Jama is attending college and has a part-time work study job. In October 1990, when the family moved to Gonzaga Street, Jama applied for PG&E service in her name. PG&E took a phone application for service from Jama and established the account in her name with a \$200 deposit that remains in place today. Both Jama and French contribute funds to the payment of the PG&E bill at the current address.

This dispute arose when a check written by French was returned by the bank to PG&E on September 16, 1991 for insufficient funds. PG&E witness Darlene Bacchetto (Bacchetto), employed as a lead credit clerk, recalled French's unpaid prior bill. Bacchetto called the landlord and learned that the Gonzaga Street lease and water service were in French's name.

On September 25, 1991, Bacchetto transferred the French balance to the Jama account. The \$907.87 balance on the French account first appeared on the Gonzaga bill in late September, designated as a "transferred balance." A 15-day disconnection notice was addressed and delivered to French at the end of September and a 48-hour notice was delivered October 9. Bacchetto testified that after the October 9 notice, Jama called PG&E and complained that she was the customer of record at the Gonzaga residence and was not responsible for the French account.

Wayne Price, PG&E's consumer affairs officer, reviewed the matter and required that a new notice be given in Jama's name.

On October 11, a 15-day disconnection notice addressed to Jama was hand-delivered to Gonzaga address and on October 25, a 48-hour notice was hand-delivered.

On November 1, PG&E disconnected electric service. Jama had offered a \$105 payment which PG&E refused. (Exhibit 4, turn-off notice, shows the current bill to be \$104 and the delinquent bill, without the French balance, to be \$125.) After disconnection of electric service, Jama initiated an informal complaint with the Commission. By letter dated November 4, the Commission's Consumer Affairs Branch (CAB) informed Jama that PG&E would not reestablish service pending the outcome of her formal complaint if she chose to pursue formal Commission review. On November 14, PG&E disconnected gas service. Bacchetto testified her first discussion with Jama was November 1. She further stated that PG&E did not contact Jama regarding payment terms either prior to or after disconnection.

Bacchetto did notify the County Health Department that PG&E had disconnected gas and electric service to the Jama residence. According to Bacchetto, she notified the County because she was concerned for the welfare of a young child who was in the house without gas or electricity.

Jama filed a formal complaint on January 9, 1992. On January 17 the Housing Authority of San Mateo initiated an action to "condemn" the residence because it was without utility service. The Housing Authority letter, Exhibit 3, states that it took the action following notification by PG&E. Bacchetto states she did not make this contact.

The first payments on the account were made through Salvation Army and Sun Micro's low-income assistance programs in late December: checks for \$672 on December 20 and \$35 on December 24. Jama testified PG&E refused reconnection after these payments were received.

A \$230.15 check was received by PG&E on January 30 from the landlord, Jean Fisher, and a \$200 commitment made by Community Services Agency on February 3. Utility service was reconnected on February 4, 1992.<sup>1</sup> The balance on the February 20, 1992 bill is \$355.82. Jama disputes \$200 as remaining from the French account (offset by February 3 payment commitment, Exhibit 5), and the \$40 reconnection charge, leaving an uncontested balance of \$115.82. (Exhibit 2.) No further payments had been received by hearing on March 16.

## II. Issues to be Decided

### A. Is Jama Liable For the French Account?

PG&E cites its tariff Rule 3C and Rule 11 as authority for Jama's liability. Rule 3C states:

"Where two or more persons join in one application or contract for service, they shall be jointly and severally liable thereunder and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not PG&E obtained a joint application, where two or more adults occupy the same premises, they shall be jointly and severally liable for bills for energy supplied.<sup>2</sup>

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1 PG&E's summary of Jama's account, Exhibit 1, reflects usage in January 1992. Neither party addressed this inconsistency.

2 While not raised at the hearing or dispositive to this case, there are legal arguments against a utility having authority to impose liability on parties other than those who have expressly applied for and are being billed for the service. For a general discussion, see National Consumer Law Center, California Advocate's Guide to Telephone Customer Service Issues, Chapter 4: Vicarious Liability for Telephone Company Debts, pages 48-56 (July 1991).

Rule 3.C. states that when two or more adults occupy the same residence, they shall be jointly liable for bills for energy supplied, even if only one of the adults has contracted for the service. Although Jama jointly occupied the former address with her mother, she was a minor. Therefore, she cannot be held liable for her mother's bill under this tariff provision.

PG&E did not cite Rule 11 in its answer to the complaint. At hearing, PG&E witness Mike Weaver (Weaver) stated that PG&E had determined in the course of its investigation that Rule 11 gave it authority for the collection actions taken. Electric Tariff Rule 11 - Discontinuance and Restoration of Service is attached as Appendix A, and our discussion will refer to relevant sections. The gas tariff is identical for the relevant sections.

The section of Rule 11 applicable to this issue is Rule 11 A.2.b., which permits PG&E to disconnect service to a customer who has an unpaid bill from a previous address. We find that this rule does not apply to Jama, as she was not the customer of record at Runnymede Street (French Account), and therefore Jama does not have an unpaid bill from a previous address.

PG&E can hold French liable for the unpaid bill from Runnymede Street and pursue collection action against her individually. Likewise, it can hold French individually liable for the Jama account at Gonzaga Street under Rule 3.C. However, because Jama and not French is the customer of record at Gonzaga Street, PG&E cannot disconnect service to that residence under Rule 11 A.2.b.

**B. Was the Gonzaga Street Account  
Fraudulently Opened in Jama's Name?**

PG&E notes that French is the lessee at Gonzaga Street. PG&E alleges that French was trying to avoid her unpaid bill from a previous address by establishing the Gonzaga Street account in Jama's name. PG&E argues, therefore, that the Gonzaga street

account was fraudulently opened in Jama's name. According to PG&E, the alleged fraud justifies its collection action against Jama.

The terms under which PG&E evaluates applications for service are given in Rule 3.A., attached as Appendix B. Jama, as a tenant of the premises, had a right under Rule 3.A.7 to apply for service in her name. PG&E did not assert a false statement was made in applying for the account or that other tariff conditions were not met. There is no requirement that only lessees of a residence may apply for PG&E service. There is no requirement that only certain occupants may apply for service. When PG&E receives an application for service, it does not inquire about the identity of other occupants. We find no authority for PG&E, if it had known French resided at the address, to have required the account be placed in her name.

Moreover, Jama's failure to disclose French's presence could not have defrauded PG&E into giving Jama service without collecting the French account because PG&E had no right under its tariffs to collect the debt from Jama in the first place.

We find that the Jama account is not liable for the uncollected balance of the French account. PG&E erred when it transferred the French account balance of \$907.87 to the Jama account.

C. Did PG&E Follow its Tariffs in Disconnecting Service?

Jama complained to PG&E at the end of September or in early October that she was not liable for the French account. The record establishes September 26 as the mailing date of the first bill to Jama requesting payment of the French account and October 11 as the date a 15-day disconnection notice addressed to

Jama was hand-delivered.<sup>3</sup> The minimum time between mailing a request for payment and the date an account can be considered delinquent is 19 days. The minimum time between billing and termination is 34 days. Both time requirements are set in Tariff Rule 11.A.2 and Public Utilities (PU) Code § 779.1(a).

PG&E violated the 19-day provision. Assuming, for the sake of argument, that PG&E had a right to transfer French's bill to the Jama account, the bill showing this transfer was not mailed until after September 25, 1991. Therefore, the bill could not have become past due by October 11, 1991, the date a 15-day termination notice addressed to Jama was delivered. Thus, the notice delivered on October 11 violated PU Code §779.1(a) and PG&E's Tariff Rule 11.A.2.

PG&E also violated other sections of Rule 11.A.2, specifically sections 11.A.2.f, g, and k. Rule 11.A.2.f prohibits PG&E from disconnecting a customer while a disputed bill is under investigation by PG&E or review by the Commission. Rule 11.A.2.g prohibits disconnection when the time limits set in 11.A.2.k are observed by the customer. A residential customer must: 1) initiate a termination dispute with PG&E prior to termination, or have initiated a complaint or requested an investigation within five days of receiving a disputed bill; 2) proceed to timely initiate an informal complaint with CAB if not satisfied when informed of the result of PG&E's review; and, 3) proceed to file a formal complaint within ten business days after the date of the CAB letter if not satisfied with CAB's proposed resolution.

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3 By ALJ ruling of April 24, PG&E was requested to provide specific dates to complete the record. PG&E's April 30 response was incomplete; an amended response was filed May 26. The answer to Question 3 remains unresponsive as it does not establish if PG&E was informed of a billing dispute prior to October 9 and 10, the period of the 48-hour notice. With no objections received, the amended response is admitted to the record as Exhibit 6.

The record establishes PG&E knew there was a disputed bill prior to termination. A question arises as to whether Jama's informal complaint to CAB was timely. The tariff requires PG&E to review a customer's dispute, and after review, determine and advise the customer if an amortization period is warranted or the date by which the unpaid balance must be paid. As PG&E did not respond to Jama's inquiries by reporting to her that it had completed its investigation, other than to issue the untimely October 11 disconnection notice, we find that Jama's notification of CAB in early November was timely. We conclude that Jama was not given an adequate period of time to file an informal complaint with CAB. PG&E acted with undue haste in proceeding to terminate service on November 1; Jama was not given continued electric service while her dispute was under Commission review.

CAB reported its proposed resolution by letter dated November 4, 1991. The complainant had 10 business days, until November 18, in which to file a formal complaint. However, on November 14, 1991, PG&E disconnected Jama's gas service. The disconnection of gas service within less than 10 business days of the CAB letter is another tariff violation.

The rule also requires PG&E, on its own initiative, to give consideration to whether the customer should be permitted to amortize the balance. PG&E's witness Bacchetto testified PG&E did not give consideration to a payment schedule. Jama's complaint states her offered payment of \$105 was refused on November 1 and her request for reconnection in December, after \$707 had been paid on the account, was also refused. Failure to consider amortizing the unpaid balance is another tariff violation of Rule 11.A.2.k.

A utility customer is at an unfair disadvantage when forced to negotiate with the lights out and the heat off. The legal requirements discussed in this section are in place to prevent such an occurrence, but few residential customers are knowledgeable of the specific provisions. Residential customers



generally gain an understanding of their rights and responsibilities in a billing dispute from the standardized statement printed on the back of their monthly bill (sample attached at Appendix C). We find Jama was not granted the protections represented as available to each customer and codified in the statute and tariffs cited in this discussion.

D. Did PG&E Violate its Own Policy on the Privacy of Customer Information?

PG&E disclosed to two outside parties, the County Health Department and the Housing Authority, that utility service had been disconnected to complainant. Testimony also establishes that PG&E had discussions with the landlord regarding the account balance and transfer of service to the landlord's name.

The Commission examined PG&E's policies regarding release of customer information to third parties without the written permission of the customer in Decision (D.) 90-12-121 in our Investigation (I.) 90-01-033 into competitive access to customer list information. The decision at page 4 summarizes PG&E's position:

"PG&E states that it regards all data on former and present customers as confidential. It is not released to third parties without the written permission of the customer except: (1) when the information is requested or required by this Commission or other regulatory bodies with jurisdiction over PG&E; (2) to law enforcement agencies, whether or not the request is supported by subpoena; (3) pursuant to court order; (4) to collection agencies working on closed PG&E accounts, but in such cases only essential information is released; and (5) to contractors or consultants providing utility-related services, but only to the

extent necessary to render the service and subject to confidentiality provisions in the contracts between them and PG&E."<sup>4</sup>

We find that PG&E's release of customer information to the County Health Department and Housing Authority, regarding the status of service to the complainant and regarding the age or identity of the occupants of the residence, was a clear violation of the policy presented and approved in D.90-12-121. We are especially concerned that notification to the Housing Authority, which resulted in eviction action against Jama and her family, was initiated within eight days of Jama exercising her legal right to request formal Commission review of her complaint. Bacchetto testified she did not make this contact. Exhibit 3, however, is a letter from the Housing Authority establishing that someone from PG&E did disclose the information. The evidence is deeply disturbing but insufficient to support a finding of unconscionable retribution by PG&E.

This case raises the issue of whether we should create an exception to PG&E's standard practice on disclosure of customer information when PG&E believes someone's health may be endangered. Bacchetto testified she contacted the Health Department because she was concerned about the health of a small child in a residence without gas or electricity. PG&E's tariff Rule 11.A.2.j., however, prohibits PG&E from discontinuance of service if it believes it would be especially dangerous to the health of the consumer. The rule provides for PG&E to require certification from a licensed

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4 The Commission did not find these protections sufficient, and in Ordering Paragraph 3 directed: "PG&E shall revise its Standard Practice on Third Party Inquiries Regarding Individual Customers (Practice) to prohibit release of customer information to law enforcement agencies, except pursuant to legal process." PG&E petitioned for reconsideration on this issue, was denied relief, and filed a revised Practice on December 2, 1991.

physician, public health nurse, or social worker if it is unsure of the health effects of termination. If PG&E was concerned enough about the health of an occupant to contact a third party, PG&E should have first restored service and then requested a medical certification be provided. If, on the other hand, PG&E did not believe that disconnection of service created a danger to the occupants, we would conclude that PG&E notified the outside agencies to attempt to put additional pressure on the customer to pay the bill.

The disclosure of confidential customer information to third parties to further PG&E's collection purposes is a violation of PG&E's practices, as presented and approved in D.90-12-121. We find particularly distasteful the notion, suggested by the facts in this case, that a monopoly provider of essential services would disclose confidential customer information to third parties in an attempt to gain advantage in a dispute with the customer. Although the facts here are not conclusive on this point, PG&E should take all steps necessary to make sure it is not engaging in such a practice.

### III. Conclusion

We find that neither Jama nor the Jama account is responsible for the French account. We find that PG&E erred when it transferred the French account to the Jama account. We find PG&E acted wrongfully in (1) issuing untimely notice of disconnection, (2) failing to consider permitting amortization of the balance and failing to advise the customer of amortization options, (3) disconnecting Jama's services for nonpayment of the French account, (4) disconnecting Jama's gas service less than 10 business days after CAB issued its letter, and (5) notifying third parties that it had disconnected service to the complainants in violation of the practices approved in D.90-12-121.

We find PG&E has acted in violation of state laws, its own tariffs, and its internal policies approved in a Commission decision.

The complainant initially requested that PG&E extricate the French account from her bill and restore gas and electricity to her residence. By the time of hearing, PG&E had extracted \$937.15 in payments through its lengthy disconnection of service and notification of third parties; service had been restored. The French and Jama accounts, however, remain entwined. Jama requested at hearing that \$200 be removed from her outstanding balance as well as the \$40 reconnection charge.

We first order that the French account balance of \$907.87 which was added to the Jama account be deducted from that account immediately.

Second, we order that the reconnection charge be reversed.

Third, following issuance of this decision, PG&E shall notify in writing each of the third parties who made payments to the Jama account that \$907.87 had been wrongfully demanded of Jama as a condition of restoring service to Jama. The letter shall allow these parties to elect to have the funds credited to the French account, to the Jama account, or to be refunded in full to the donor. We believe this notice is necessary because, as a consequence of PG&E's improper combining of the two accounts, it is not clear to whose benefit the payments were intended. In the event PG&E receives a request for a refund, PG&E shall promptly refund the amount in full within 10 days of the request.

PG&E's behavior in this case is of such an egregious nature that we cannot have confidence that it will deal fairly with Jama or French in the future. Therefore, to the extent that parties do not elect to have funds credited to the French and/or Jama accounts and a balance remains, PG&E shall work with French

and/or Jama to establish affordable amortization schedules. Further, to the extent that PG&E refunds any third party payments made to the Jama account, PG&E shall debit the Jama account for any amount so refunded.

Since the complaint was filed under our expedited complaint procedure, no separate findings of fact or conclusions of law will be made.

O R D E R

IT IS ORDERED that:

1. Pacific Gas and Electric Company (PG&E) shall remove the transferred balance of \$907.87 from Faida Jama (Jama) account.
2. Following issuance of this decision, PG&E shall notify in writing each of the third parties who made payments to the Jama account that \$907.87 had been wrongfully demanded of Jama as a condition of restoring service to Jama. The letter shall allow these parties to elect to have the funds credited to the French account, to the Jama account, or to be refunded in full to the donor. If PG&E receives a request for a refund of the December 1991 and January 1992 payments made on the Jama account, PG&E shall refund the amount of payment within 10 days of the date of the request.
3. PG&E shall initiate contact with Constance French and work to establish an affordable amortization for any balance remaining on the account from her former Runnymede Street address.
4. PG&E shall initiate contact with Faida Jama and work to establish an affordable amortization for any balance remaining on the account from her Gonzaga Street address.

5. PG&E shall remove the reconnection charges related to this complaint from the Jama account.

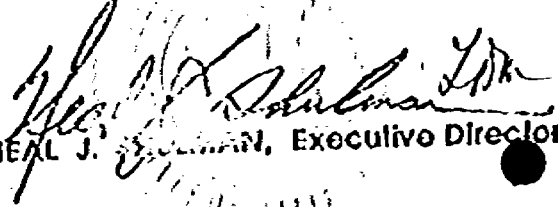
This order is effective today.

Dated June 17, 1992, at San Francisco, California.

DANIEL Wm. FESSLER  
President

JOHN B. OHANIAN  
PATRICIA M. ECKERT  
NORMAN D. SHUMWAY  
Commissioners

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY

  
NEAL J. SOLOMON, Executive Director



Pacific Gas and Electric Company  
San Francisco, California

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Revised  
Revised  
Cancelling

Cal. P.U.C. Sheet No. 11311-E  
Cal. P.U.C. Sheet No. 11136-E

### RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

#### A. REASONS FOR DISCONTINUANCE OF SERVICE

##### 1. CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE

A customer who wants his electric service discontinued will give PG&E notice at least two days prior to the date service is desired to be discontinued; otherwise, he may be held responsible for all electric service furnished to his premises until two days after PG&E receives notice; provided, that where single-metered service is supplied to a multifamily accommodation and the termination may deprive resident tenants of electric service, PG&E shall be given advance notice not less than ten days before the date termination is to become effective.

PG&E shall not be required to terminate service before expiration of the specified period of notice. A customer may be held responsible for payment of charges for all services furnished at the premises until the requested date of termination, or until expiration of the required period of notice, whichever date is later.

##### 2. NONPAYMENT OF BILLS

Monthly bills will be considered past due if payment is not received by PG&E within 19 days for residential customers, and 15 days for nonresidential customers, after the date the bill is mailed. Thus, because of the "discontinuance of service notice" described in Section "a", below, a minimum 34-day period for residential customers, and 20-day period for nonresidential customers, is thus allowed between the date of billing and the date service may be terminated.

- a. When a bill for electric service has become past due and a written notice of discontinuance of service for nonpayment of bills has been issued, service may be discontinued, except as limited by Sections A.2.d. through k. hereof, if the bill is not paid within 15 days after the date of presentation of the discontinuance of service notice to a residential customer, or within five days after the date of presentation of the discontinuance of service notice to a

(Continued)

Advice Letter No. 1306-E  
Decision No.

Issued by  
Gordon R. Smith  
Vice President  
Finance and Rates

Date Filed **JUL 12 1990**  
Effective **AUG 21 1990**  
Resolution No.



Pacific Gas and Electric Company  
San Francisco, California

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No. 11312-E  
Cal. P.U.C. Sheet No. 11136-E

RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

2. NONPAYMENT OF BILLS (Cont'd.)

a. (Cont'd.)

nonresidential customer; except that:

- 1) Where separately metered service is supplied to a single-family residence, PG&E shall make every good faith effort to give the customer advance notice not less than 24 hours before the date discontinuance is to become effective. (Notice may be by telephone or through personal contact with an adult at the customer's premises. If such personal contact with an adult cannot be made, PG&E will give either by mail or in person a notice of termination at least 48 hours prior to termination.)

(Continued)

Advice Letter No.  
Decision No. 1306-E

Issued by  
Gordon R. Smith  
Vice President  
Finance and Rates

Date Filed JUL 12 1990  
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Resolution No. \_\_\_\_\_





Pacific Gas and Electric Company  
San Francisco, California

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Revised  
Cancelling

Cal. P.U.C. Sheet No. 11313-E  
Cal. P.U.C. Sheet No. 11137-E

**RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE**

(Continued)

**A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)****2. NONPAYMENT OF BILLS (Cont'd.)****a. (Cont'd.)**

- 2) Where single-metered service is supplied to a multifamily accommodation (see Rule 1 for definition) and PG&E is aware that the discontinuance may deprive residential tenants of electric service used for domestic purposes, PG&E shall make every good faith effort to give such tenants advance written notice not less than fifteen days before the date of discontinuance is to become effective.

The notice will specify:

- a) what the residential tenants must do to prevent termination or to reestablish service,
- b) the estimated monthly cost of service,
- c) the title, address and telephone number of a PG&E representative who can render assistance, and
- d) the address and telephone number of a legal services project.

(Continued)

Advice Letter No. 1306-E  
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Gordon R. Smith  
Vice President  
Finance and Rates

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Resolution No. \_\_\_\_\_



Pacific Gas and Electric Company  
San Francisco, California

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Cancelling Revised

Cal. P.U.C. Sheet No. 11314-E  
Cal. P.U.C. Sheet No. 11137-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 2. NONPAYMENT OF BILLS (Cont'd.)

#### a. (Cont'd.)

- 3) Where it is known to PG&E that individually metered residential service to tenant(s) in a multifamily residential complex is in the name of the owner, manager, or operator, PG&E shall make every good faith effort to give such tenant(s) advance notice not less than ten days before the date of discontinuance is to become effective. The notice will further inform the tenant(s) that they have the right to become a customer(s) of PG&E without being required to pay any past delinquent amount.
- 4) Where PG&E is aware that the customer is among the elderly (62 years or older) or handicapped, PG&E shall make every good faith effort to give the customer advance notice not less than 48 hours before the date discontinuance is to become effective. Such notice may be made by telephone or visit to the customer's premises, provided, however, that if personal contact with an adult cannot be made, a dated notice shall be left at the premises where service is to be terminated at least 48 hours prior to termination. Such elderly or handicapped persons, moreover, may designate a third party (friend, family member, or public or private agency) to receive notice on customer's behalf provided written consent of such third party to receive such notice is submitted to PG&E. All customers will be informed annually of the availability of this (third party) service.

(Continued)

Advice Letter No. 1306-E  
Decision No.

Issued by  
Gordon R. Smith  
Vice President  
Finance and Rates

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Resolution No.



Pacific Gas and Electric Company  
San Francisco, California

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Cancelling Revised

Cal. P.U.C. Sheet No. 11445-E  
Cal. P.U.C. Sheet No. 11315-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 2. NONPAYMENT OF BILLS (Cont'd.)

- b. A customer's electric service may be discontinued for nonpayment of a bill for service(s) previously supplied to him by PG&E at another location, provided such bill is not paid within 15 days after date of presentation of a written discontinuance of service notice to a residential customer or within five days after date of presentation of the discontinuance of service notice to a nonresidential customer for nonpayment of said bill, except as limited by Sections A.2.a. and d. through k. hereof. Service will not be discontinued for nonpayment of said bill within 15 days after establishment of service at the new location. (T)
- c. If a customer is receiving more than one service, any or all services may be discontinued if bills for any service, regardless of location, are not paid within 15 days after date of presentation of a discontinuance of service notice to a residential customer, or within five days after date of presentation of the discontinuance of service notice to a nonresidential customer, except as limited by Sections A.2.a. and d. through k. hereof. (T)
- d. Residential electric service will not be discontinued because of nonpayment of bills for other classes of service. (T)
- e. Electric service will not be discontinued for nonpayment of a bill issued to correct charges previously billed incorrectly until the correct bill becomes past due, and then discontinuance shall be in accordance with other provisions of this rule and Rule 10. (T)

(Continued)

Advice Letter No. 1321-E  
Decision No.

Issued by  
Gordon R. Smith  
Vice President  
Finance and Rates

Date Filed OCT 15 1990  
Effective JAN 22 1991  
Resolution No.



Pacific Gas and Electric Company  
San Francisco, California

Revised  
Revised  
Cancelling

Cal. P.U.C. Sheet No. 11316-E  
Cal. P.U.C. Sheet No. 10743-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 2. NONPAYMENT OF BILLS (Cont'd.)

- f. Electric service will not be discontinued for nonpayment by a residential customer of a disputed electric bill during investigation of that disputed billing by PG&E or review by the Commission, undertaken in accordance with Rule 10. Thereafter, discontinuance shall be in accordance with other portions of this rule.
- g. Electric service will not be discontinued for nonpayment of a bill by a residential customer who has initiated a termination dispute in accordance with k. below, and who observes the time limits set forth therein.
- h. Electric service will not be discontinued for failure to comply with an amortization agreement without presentation of the discontinuance of service notice.
- i. Electric service will not be discontinued for nonpayment of a bill for residential service on any Saturday, Sunday, legal holiday, or at any time during which the business offices of PG&E are not open to the public.
- j. Electric service to a residential customer will not be discontinued for nonpayment when the customer has established to the satisfaction of PG&E that such termination would be especially dangerous to the health of the consumer, or the customer has established to the satisfaction of PG&E that the consumer is among the elderly (62 years or older) or handicapped, and the customer establishes to the satisfaction of PG&E that he or she is unable to pay for such service in accordance with the provisions of PG&E's tariffs, and the customer is willing to arrange installment payments, satisfactory to PG&E, including arrangements for prompt payment of subsequent bills.

(Continued)

Advice Letter No. 1306-E  
Decision No.

Issued by  
Gordon R. Smith  
Vice President  
Finance and Rates

Date Filed JUL 12 1990  
Effective AUG 21 1990  
Resolution No.



Pacific Gas and Electric Company  
San Francisco, California

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Cancelling

Cal. P.U.C. Sheet No. 11317-E  
Cal. P.U.C. Sheet No. 10744-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 2. NONPAYMENT OF BILLS (Cont'd.)

#### j. (Cont'd.)

Certification from a licensed physician, public health nurse, or social worker may be required by PG&E.

- k. A residential customer who receives a discontinuance of service notice and alleges inability to pay the full amount stated in the notice must contact PG&E to request consideration of special payment arrangements to avoid discontinuance of service. A residential customer who has initiated a termination dispute prior to termination, or has initiated a complaint or requested an investigation within five days of receiving a disputed bill, will be given an opportunity for review of his dispute. The review shall include consideration of whether the customer should be permitted to amortize the unpaid balance of his account over a reasonable period of time not to exceed 12 months and shall include information on the availability of financial assistance.

- 1) After review, PG&E will determine and advise the customer: (1) if an amortization period to pay the unpaid balance is warranted; or (2) the date the unpaid balance of his account must be paid. If an amortization period is warranted and agreed to by the customer, service will not be discontinued for nonpayment for any customer complying with such amortization agreement, provided the customer also keeps current his account for utility service as charges accrue in each subsequent billing period. If the customer fails to comply with such amortization agreement, service shall be subject to discontinuance for nonpayment of bills as provided in this Rule.

(Continued)

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Pacific Gas and Electric Company  
San Francisco, California

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10745-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 2. NONPAYMENT OF BILLS (Cont'd.)

- k. 2) If after review, a customer and PG&E fail to agree on payment arrangements PG&E will explain to the customer that:
  - a) He should write to the Commission's Consumer Affairs Branch (CAB) to make an informal complaint alleging to the Commission an inability to pay and that lawful payment arrangements have not been extended to him. It is the responsibility of the customer to timely inform CAB to avoid discontinuance of service.
  - b) Within ten business days after receiving the informal complaint, CAB will report its proposed resolution to PG&E and the customer by letter.
  - c) If the customer is not satisfied with the proposed resolution of the CAB, he shall file within ten business days after the date of the CAB letter a formal complaint with the Commission under Section 1702 on a form provided by the CAB. The complaint shall be processed under the expedited complaint procedure.
  - d) Failure of the customer to observe the above time limits shall entitle PG&E to insist upon payment, or upon failure to pay, to terminate the customer's service.
- 1. PG&E will provide a reasonable number of multilingual individuals to advise customers of termination policy where a language other than English is widely spoken.

(Continued)

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# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 3. FAILURE TO ESTABLISH OR TO REESTABLISH CREDIT

If, for any applicant's convenience, PG&E provides electric service before credit is established or reestablished, or continues service to a customer pending reestablishment of credit in accordance with Rule 6, and he fails, upon written notice, to establish or reestablish his credit, PG&E may proceed as for a past due bill in accordance with Section A.2., above.

### 4. UNSAFE APPARATUS OR CONDITION

- a. PG&E may refuse to serve or may discontinue service to a customer: (1) if any part of his facilities, appliances or other equipment for receiving or using service or the use, shall be determined by PG&E to be unsafe; (2) if PG&E is notified in writing by a public authority having appropriate jurisdiction and that continued service to a customer is in violation of applicable laws, ordinances, rules or regulations of public authorities; or (3) if any condition existing upon the customer's premises shall be determined by PG&E to endanger PG&E's service facilities, until the conditions specified in (1), (2) and/or (3) shall have been corrected by the customer.
- b. PG&E may discontinue electric service to a customer immediately and without notice if, in the opinion of PG&E, a hazardous condition exists or if the customer threatens to create a hazardous condition. Electric service will not be restored until such arrangements or changes have been made as will, in the judgment of PG&E, eliminate the hazardous condition.

(Continued)

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10746-E

# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 4. UNSAFE APPARATUS OR CONDITION (Cont'd.)

- c. PG&E does not assume the responsibility of inspecting or repairing the customer's facilities, appliances or other equipment for receiving or using service, or any part thereof. In the event the customer has knowledge that his electric service is in any way defective, it is his responsibility to notify PG&E at once. PG&E shall not be liable or responsible for any wiring, appliances, facilities, or apparatus beyond the point of delivery which it does not own or maintain in accordance with these rules.

### 5. ELECTRIC SERVICE DETRIMENTAL TO OTHER CUSTOMERS

PG&E will not supply electric service to a customer operating equipment which is considered by PG&E to be detrimental to the service of its other customers or to PG&E, and will discontinue electric service to any customer who continues to operate such equipment after having been given notice by PG&E to discontinue such operation.

### 6. UNAUTHORIZED USE

PG&E may discontinue service if the acts of the customer or the conditions upon his/her premises indicate an intent to deny PG&E full compensation for services rendered, including, but not limited to, tampering or unauthorized use. Discontinuance of service for nonpayment of a bill for unauthorized use shall be in accordance with the provisions of Rule 11, Paragraph 2.

(Continued)

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# RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

## A. REASONS FOR DISCONTINUANCE OF SERVICE (Cont'd.)

### 7. NONCOMPLIANCE

Unless otherwise specifically provided, PG&E may discontinue electric service to a customer for noncompliance with any of PG&E's electric tariff schedules if he shall not have complied therewith within five days after the date of presentation of written notice.

### 8. REVOCATION OF PERMISSION TO USE PROPERTY

If PG&E's service facilities and/or a customer's wiring to the meter are installed on property other than the customer's property and the owner of such property revokes his permission to use it, PG&E will have the right to discontinue service upon the date of such revocation. If service is discontinued under these conditions, the customer may have service reestablished under the provisions of Rules 15, 15.1, 15.2 and/or 16.

### 9. NONLIABILITY OF PG&E FOR DISCONTINUANCE OR REFUSAL OF SERVICE

If PG&E shall refuse or discontinue electric service to a person or customer for any of the reasons or upon any of the grounds specified in Subsections A.2. through A.8., it shall incur no liability whatsoever to said person or customer or any other persons or customers.

## B. RESTORATION OF SERVICE

### 1. COMPLIANCE WITH ELECTRIC TARIFF SCHEDULES

As a condition for restoration of service, the customer shall comply with all applicable electric tariff schedules.

(Continued)

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RULE 11--DISCONTINUANCE AND RESTORATION OF SERVICE

(Continued)

B. RESTORATION OF SERVICE (Cont'd.)

2. RECONNECTION CHARGE

PG&E may require payment of a reconnect charge of \$20.00, per connection, before restoring service that has been discontinued for nonpayment of bills, or to prevent fraud, or for failure to comply with PG&E's electric tariffs. In case the customer requests that service be reconnected outside of regular business hours, an additional charge of \$10.00, per connection, may be made.

In addition, PG&E may charge and collect any unusual costs incident to the discontinuance or restoration of service which have resulted from the customer's action or negligence.

Where service is discontinued under the provisions of Rule 11, the reconnect charge(s) shall be included in the total amount due and payable.

Service wrongfully terminated will be restored without charge and a notification thereof will be mailed to the customer at the billing address.

(END OF APPENDIX A)

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### RULE 3--APPLICATION FOR SERVICE

#### A. APPLICATIONS

PG&E may require each prospective customer to sign an application for the service desired, and also to establish credit.

Application form shall set forth:

1. Legal name of applicant. (N)
2. Location of premises. (T)
3. Date applicant will be ready for service. (T)
4. Whether electric service was previously supplied to the premises. (T)
5. Purpose for which service is to be used, with description of appliances. (T)
6. Address to which bills are to be mailed or delivered. (T)
7. Whether applicant is owner, agent or tenant of premises. (T)
8. Rate schedule desired where an optional rate is available. (T)
9. Information necessary to the design, installation, maintenance and operation of PG&E's facilities. (N)
10. Such other information as PG&E may reasonably require for service. (T)

The application is merely a request for service, and does not in itself bind PG&E to serve except under reasonable conditions, nor does it bind the customer to take service for a longer period than the minimum requirements of the rate. PG&E may disconnect or refuse to provide service to the applicant if the acts of the applicant or the conditions upon the premises indicate that false, incomplete, or inaccurate information was provided to PG&E. PG&E shall provide the applicant the reason for such refusal.

(END OF APPENDIX B)

(Continued)

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## ***At Your Service***

### **Rates and Other Information**

Rate schedules and rules are available at PG&E customer services offices during their regular business hours, Monday through Friday. The location and telephone number of the office that serves you are on the other side of this bill.

### **Payments**

You may pay your bill by mail or in person at any PG&E customer services office or neighborhood pay station. A list of pay stations near you is available from the PG&E office that serves you. A night depository is also available at our offices for payments after regular business hours.

### **Emergency Service**

If you smell gas or if your lights go out, call the PG&E office that serves you. That telephone number is printed on the other side of this bill. Refer to your local telephone directory for the number to call between 5 a.m. and 8 a.m. and on Saturday, Sunday, and holidays.

### **Employee Identification**

Our authorized representatives carry a company identification with a photograph. Please do not hesitate to ask for identification before admitting an employee to your premises. Even then, if you have any doubts, call the PG&E office that serves you.

### **Low-Income Households**

You may qualify for reduced rates under PG&E's Low-Income Rate Assistance (LIRA) Program. Contact your local PG&E office for more information and an application.

### **Monthly Bill for Service**

This bill is due and payable upon presentation and becomes delinquent 19 days thereafter for residential customers (15 days thereafter for all other customers). If payment for utility service on this or a previous bill has not been made before becoming delinquent, your service may be turned off. In that event, restoration may not be made until the utility charges have been paid. In addition, a deposit may be required to re-establish your credit. If a PG&E representative visits your home or business to collect a past-due bill or credit deposit, you may be charged a field collection fee. If your service is shut off for nonpayment of a past-due bill or credit deposit, you may be charged a fee to turn your service back on.

### **Energy Conservation**

Many brochures on how to conserve energy and operate major appliances efficiently are available at any PG&E customer services office.

Should you question this bill, please request an explanation from the Company. If you thereafter believe you have been billed incorrectly, send the bill and a statement supporting your belief that the bill is not correct to:

**California Public Utilities Commission  
Consumer Affairs Branch  
State Building  
San Francisco, CA 94102**

To avoid having service turned off if the bill has not been paid, and as a deposit for the amount of the bill made payable to the California Public Utilities Commission, if you are unable to pay the amount in dispute, you must inform the Commission of your inability to pay your service confirmation until the CPUC completes its review. The Commission will renew the basis of the billed amount, communicate the results of its review to the parties, and make disbursement of any deposit.

The Commission will not, however, accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications, and sources of fuel or cover.

**(END OF APPENDIX G)**