

April 25, 2012

Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604

Received
on

APR 26 2012

Re: Formal Complaint – Kansas City Power & Light Company

by
State Corporation Commission
of Kansas

Dear Executive Director:

12-KCPE-778-COM

We are filing the attached "Formal Complaint" against Kansas City Power & Light Company. We have attached all of the documentation that has been submitted prior to this complaint along with the following:

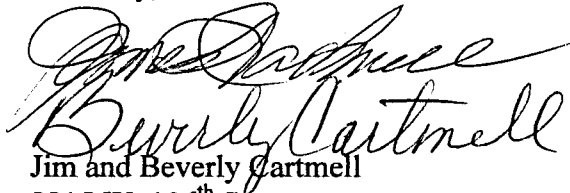
1. MVP Electric's updated invoice, and
2. Copy of MVP Electric's refund check.

In summary, we are filing this complaint against KCP&L for reimbursement of electrical diagnostic expenses. We would not have those expenses if KCP&L had performed a thorough check of their electrical line (transformer and pedestal) on their first visit and prior to their advice that the problem was in our home and we needed to call an electrician. After several months of issues and testing, the electrician contacted KCP&L. Three KCP&L trucks came out that day and replaced the transformer and pedestal. We have had no problems since then.

We do not expect KCP&L to pay for the unnecessary replacement of the breaker and box (\$427.00 refund). This leaves a \$1,609.00 balance for this claim.

We appreciate your consideration of our claim. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,



Jim and Beverly Cartmell
8815 W. 106th Street
Overland Park, Kansas 66212
(913) 648-2823

KANSAS CORPORATION COMMISSION
OFFICE OF PUBLIC AFFAIRS & CONSUMER PROTECTION

Formal Complaint
April 2011

FORMAL COMPLAINT

Received
on

APR 26 2012

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

by
State Corporation Commission

of Kansas For Commission use only DOCKET NO. 12-KCPE-778-COM

IN THE MATTER OF THE COMPLAINT AGAINST

KANSAS City Power & Light Company
(Respondent, name of utility company)

by

JAMES L. & BEVERLY F. CARTMELL
(Complainant, your name)

Please provide complainant (your) contact information:

Full Name(s): JAMES L. & BEVERLY F. CARTMELL

Address: 8815 W. 106th ST., OVERLAND PARK, KS 66212

Daytime Phone: (913) 648-2823

E-mail address (optional): JBCARTMELL@EVERESTKC.NET

FORMAL COMPLAINT

JAMES & BEVERLY CARTMELL
(Your name)

states that the above-named respondent is a public utility providing service in Kansas and is subject to the jurisdiction of the State Corporation Commission.

The facts and circumstances surrounding the complaint are set out in detail below:
(Be specific and as brief as possible. If necessary, attach additional sheets.)

SEE ATTACHMENT

(Continued on the other side)

**ATTACHMENT TO FORMAL COMPLAINT
To the Kansas Corporation Commission**

**Submitted by James L. and Beverly Cartmell
against Kansas City Power & Light Company**

April 23, 2012

We believe the letter response dated March 20, 2012, from Greta Stephens to our informal complaint does not correctly interpret the nature of our complaint against KCPL. The letter informs us that the utility is not responsible for equipment failure. We did not claim for the inconvenience of intermittent but continuing power failure. KCPL's goodwill gesture of compensation in the amount of \$300.00 indicates that it has no responsibility because our problem was due to an equipment failure.

When KCPL sent out an employee to check the external service equipment, we had the right to assume that a competent analysis would be made by an experienced technician. The analysis was made and we were told that our problem was not KCPL's equipment outside our home, and told us to call an electrician to check our interior wiring. We had a right to rely on KCPL's analysis and conclusion. We depended on the KCPL analysis and called an electrical contractor as directed. When the electrician found no interior defect that would have caused our problem, we even called in the internet cable provider to upgrade its service. We called the electrical contractor for a return inspection and upgrading of the breaker box, the cost of which was recently refunded to us. These replacements did not result in a remedy. The electrician contacted KCPL directly for another analysis of its external equipment.

As a result of that contact a second KCPL inspection was made, resulting in prompt replacement of their transformer. We later learned from a KCPL employee that the first cursory inspection was in error and advised filing a claim for the cost of the electrical contractor's series of internal inspections. The response of the letter offer of a \$300.00 check as goodwill gesture is enclosed with this formal complaint. The offer has been rejected.

We believe that we had a right to rely upon KCPL to make a sufficient initial inspection and not to be misled about the cause of the problem. We are claiming reimbursement for the expense of the internal inspections performed by the electrical contractor in the reduced amount of \$1,609.00.

2/28/12

MVP Electric Heating & Cooling, LLC

Invoice

P.O. Box 860893

Shawnee, KS 66286-0893

Phone # 913-322-0868

Fax 1-866-778-3899

E-Mail karens@mvpelctric.com

Web Site www.mvpelctric.com

Invoice Date:	Invoice #:
2/28/2012	12-0167

Bill To:
Jim & Bev Cartmell 8815 W 106th Street Overland Park, KS 66212

Project Address
Jim & Bev Cartmell 8815 W 106th Street Overland Park, KS 66212

P.O. Number:	Terms
	COD

Description	Amount
Labor to troubleshoot home electrical issues: Flickering lights & television in multiple rooms Visit One: 9/19/11 : Troubleshoot lights. Finding inconclusive. Visit Two: 02/03/12 : Inspected circuit, outlets, & panel. Changed breaker. Visit Three: 02/10/12 : Rewired circuit and additional troubleshooting. Problem still persisted.	1,936.00
Materials	200.00
Non-taxable	0.00
<i>Breaker Change \$820.00</i>	

Thank you for choosing MVP Electric. Feel free to call us with anything you need.
913.322.0868

Total	\$2,136.00
Payments/Credits	\$0.00
Balance Due	\$2,136.00

REMIT PAYMENT TO:
MVP Electric Heating & Cooling
PO Box 860893
Shawnee, KS 66286-0893

CONFIDENTIAL INFORMATION

(Located in the Docket Room)

In the Matter of the Complaint Against Kansas City Power & Light Company James L. & Beverly F. Carmell.

DOCKET NUMBER

12-KCPE-778-COM

Confidential Information Filed with Application

FILE DATE:

April 26, 2012



1500 SW Arrowhead Road
Topeka, KS 66604-4027

Phone: 785-271-3100
Fax: 785-271-3354
<http://kcc.ks.gov/>

Mark Sievers, Chairman
Ward Loyd, Commissioner
Thomas E. Wright, Commissioner

Sam Brownback, Governor

March 20, 2012

Received
on

APR 26 2012

by
State Corporation Commission
of Kansas

12-KCPE-778-com

Mr. James Cartmell
8815 W. 106th St.
Overland Park, KS 66212

Dear Mr. Cartmell:

I am sending you a formal complaint form if you wish to pursue it further and also the response I received yesterday from KCPL in regard to your complaint & a copy of their Tariff 7.06 Continuity of Service.

Their records show that on 9/17/2011 a trouble ticket was entered to check out blinking lights. The trouble man did all of the standard and customary checks, and determined at the time there was no issue with the KCPL equipment. The trouble man then told you that you would need to have an electrician check out the equipment inside the home.

On 9/19/2011 you had an electrician inspect the inside of your home. The electrician did not find anything conclusive according to the invoices provided to KCPL by you.

On 2/3/2012 your electrician did another inspection and changed out a breaker inside the home. There was no call to KCPL about this issue (KCPL was made aware of it through invoices received from you).

On 2/10/2012 your electrician rewired a circuit and did additional trouble shooting, but the problem still persisted within your home. The electrician called KCPL and a trouble ticket was entered for a voltage check. It was determined there was a failure with the transformer.

On 2/13/2012 you called to report your bills for the electrician you hired and to request that KCPL reimburse you since the fault was found to be with KCPL's equipment and not inside your home. The CSR entered the order for the claims department to follow up with you.

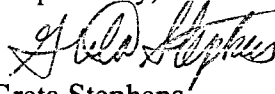
On 3/13/2012 a representative from the claims department contacted you to discuss the claim received. Although rules and regulations state KCPL is not responsible for equipment failure during the course of ordinary usage, the representative offered a goodwill gesture payment of \$300.00 toward the costs incurred for the electrician. On 3/14/2012 the claims supervisor contacted you and sent an offer letter and release form.

KCPL made an offer of \$300 based on the three documented visits by an electrician received from you. This was done as a goodwill gesture to cover the typical costs of an electrician for these types of visits/investigations (generally \$60-\$100 per visit). You also had

115

additional work performed (changing out the breaker and re-wiring the circuit), which was included in the total \$2100. KCPL would not be able to reimburse you for the additional maintenance that was performed inside your home.

Respectfully,

A handwritten signature in black ink, appearing to read "Greta Stephens", written in a cursive style.

Greta Stephens
KCC

Encls.

MVP Electric Heating & Cooling, LLC

P.O. Box 860893

Shawnee, KS 66286-0893

Phone # 913-322-0868

Fax: 1-866-778-3899

E-Mail karens@mvpelectric.com

Web Site www.mvpelectric.com

Invoice

Invoice Date:	Invoice #:
2/28/2012	12-0167

Bill To:
Jim & Bev Cartmell 8815 W 106th Street. Overland Park, KS 66212

Project Address
Jim & Bev Cartmell 8815 W 106th Street. Overland Park, KS 66212

P.O. Number:	Terms
	COD

Description	Amount
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Materials	200.00
Non-taxable	0.00

Thank you for choosing MVP Electric. Feel free to call us with anything you need.
913.322.0868

Total	\$2,136.00
Payments/Credits	\$0.00
Balance Due	\$2,136.00

REMIT PAYMENT TO:
MVP Electric Heating & Cooling
PO Box 860893
Shawnee, KS 66286-0893

12/28/12

webmail.surewestkc.net/iwc_static/layout/shell.html?lang=en&13.01_012515

Subject: Adjusted Invoice from MVP Electric LLC

To: jbcartmell@everestkc.net

Date: 03/28/12 01:13 PM

From: karens@mvpelectric.com

Inv_120167_from_MVP_Electric_Heating__Cooling_LLC_... (72kB)

Dear Jim Cartmell :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.
We look forward to working with you in the future!

Have a wonderful day!

Karen Standish
MVP Electric LLC
913-322-0868

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 1.55

Sheet 55

Rate Areas 2 & 4

(Territory to which schedule is applicable)

which was filed

January 1, 2007

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 55 of 99 Sheets

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE (continued)**

7. UTILITY'S SERVICE OBLIGATIONS (continued)

7.05 COMPANY RESPONSIBILITY:

The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.

7.06 CONTINUITY OF SERVICE:

The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) regardless of cause.

7.07 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE:

(A) The Company shall have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, replacement, or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the interconnected electric systems of which the Company's system is a part.

07-KCPE-910-TAR

Approved

Kansas Corporation Commission

March 14, 2007

/s/ Susan K. Duffy

SD

Issued: February 16, 2007
Month Day Year

Effective: MAR 14 2007
Month Day Year

By: Chris B. Giles, Vice President
Title

FILED

THE STATE CORPORATION COMMISSION OF
KANSAS

By: _____
Secretary



March 15, 2012

Ms. Beverly Cartmell
8815 W 106th
Overland Park, KS 66212-5565

Dear Ms. Cartmell:

After investigating your claim, we will be requesting a check made payable to you in the amount of \$300.00. I have attached the original and one copy of a Release in Full for you to sign, and return one signed copy to me. Once I have received the Release, we will process your payment and send a check to you.

We apologize for the inconvenience this has caused you.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Lowe".

Debbie Lowe
Claims Department
816-654-1562

Encls.

**RELEASE IN FULL**

For the sole and only consideration of **Three Hundred and 00100 Dollars (\$300.00)** payment of which is hereby acknowledged, the undersigned claimant or claimants do hereby forever release and discharge **Great Plains Energy, Incorporated and KANSAS CITY POWER & LIGHT COMPANY** (hereinafter referred to as the Company) and all other persons, firms or corporations who are or might be liable, including any officers or employees of the Company, of and from all claims against the company whatsoever whether known or unknown or which may hereafter be sustained, caused by or arising out of property damage on or about 02/13/12, at or near

8815 W 106th
Overland Park, KS

Payment of the amount herein specified is accepted in full satisfaction and discharge of any and all claims, of any type or nature, demands, causes of action or suits caused by arising out of said accident or that may hereafter develop. In order to procure payment of the amount herein specified, the undersigned claimant or claimants represent that any injuries sustained are permanent and progressive and that the extent of the recovery there from is uncertain and indefinite; that, in making this release and settlement, reliance is made solely upon the judgment, belief and knowledge of such claimant or claimants as to the nature, extent and duration of said injuries and that no representations or statements regarding said injuries or the facts of the accident or any other matters made by any person, firm or corporation hereby released or by any doctor in their employ has influenced said claimant or claimants to any extent whatever in making this release and settlement. Claimant or claimants represent themselves as sole owners of property referenced by this release, that property if free of liens or encumbrances, and that no other insurable interests exist. Claimant or claimants agree to hold harmless and indemnify the Company for costs and attorney's fee if any representation made is false.

It is understand and agreed that payment of the amount herein specified is not an admission of liability on the part of the persons, firms or corporations hereby released, all liability being expressly denied.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

THE FOREGOING STATEMENTS HAVE BEEN READ AND ARE FULLY UNDERSTOOD BEFORE THE SIGNING OF THIS RELEASE.

Signed this ____ day of _____, 2012

Claimant sign here:

James or Beverly Cartmell



RELEASE IN FULL

For the sole and only consideration of **Three Hundred and 00100 Dollars (\$300.00)** payment of which is hereby acknowledged, the undersigned claimant or claimants do hereby forever release and discharge **Great Plains Energy, Incorporated and KANSAS CITY POWER & LIGHT COMPANY** (hereinafter referred to as the Company) and all other persons, firms or corporations who are or might be liable, including any officers or employees of the Company, of and from all claims against the company whatsoever whether known or unknown or which may hereafter be sustained, caused by or arising out of property damage on or about 02/13/12, at or near

8815 W 106th
Overland Park, KS

Payment of the amount herein specified is accepted in full satisfaction and discharge of any and all claims, of any type or nature, demands, causes of action or suits caused by arising out of said accident or that may hereafter develop. In order to procure payment of the amount herein specified, the undersigned claimant or claimants represent that any injuries sustained are permanent and progressive and that the extent of the recovery there from is uncertain and indefinite; that, in making this release and settlement, reliance is made solely upon the judgment, belief and knowledge of such claimant or claimants as to the nature, extent and duration of said injuries and that no representations or statements regarding said injuries or the facts of the accident or any other matters made by any person, firm or corporation hereby released or by any doctor in their employ has influenced said claimant or claimants to any extent whatever in making this release and settlement. Claimant or claimants represent themselves as sole owners of property referenced by this release, that property if free of liens or encumbrances, and that no other insurable interests exist. Claimant or claimants agree to hold harmless and indemnify the Company for costs and attorney's fee if any representation made is false.

It is understand and agreed that payment of the amount herein specified is not an admission of liability on the part of the persons, firms or corporations hereby released, all liability being expressly denied.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

THE FOREGOING STATEMENTS HAVE BEEN READ AND ARE FULLY UNDERSTOOD BEFORE THE SIGNING OF THIS RELEASE.

Signed this ____ day of _____, 2012

Claimant sign here:

James or Beverly Cartmell

 RESIDENTIAL METER-BASED SURGE PROTECTION
TERMS & CONDITIONS

Kansas City Power & Light Company ("KCP&L") and Customer agree that KCP&L will provide surge protection at the electric meter to Customer under the following terms:

Installation: A surge protection device will be installed by KCP&L or its contractors at the electric meter outside Customer's residence.

Monthly Fee: Customer will pay for the surge protection at the meter a monthly fee of Five Dollars and Ninety-Five Cents (\$5.95), plus applicable sales or use tax, due within thirty (30) days of the date of KCP&L's monthly invoice to Customer.

Terms - The initial twelve month period: The Agreement will be in effect on the date Customer accepts this Agreement to be bound by these terms and will continue for a minimum term of twelve (12) months from the date of installation of the surge protection device at the electric meter. Customer will pay a \$150 removal fee if Customer cancels the Agreement in the initial twelve (12) month period or if Customer's account is past due more than thirty (30) days in the initial twelve (12) month period. Automatic renewal after twelve (12) months. After the initial twelve (12) month period, the Agreement shall continue from month to month until either Customer or KCP&L cancels the Agreement by notifying the other party in writing at least thirty (30) days in advance. There shall be no removal charge if the Agreement is canceled after the initial twelve (12) month period. If Customer's account is past due more than thirty (30) days after the initial twelve (12) month period, Customer will pay a \$15 removal fee. If Customer requests reinstallation, Customer will pay a \$15 reinstallation fee.

Cancellation: A cancellation of this Agreement by either Customer or KCP&L shall be without prejudice to the rights or remedies of either Customer or KCP&L under this Agreement. If the surge protection device at the electric meter remains in place during any portion of a period for which the monthly fee is due, Customer shall pay the entire monthly fee for that period. Upon cancellation, KCP&L will remove the surge protection device from the meter.

Surge Protection Guarantee: If a power surge passes through the surge protection device at the electric meter and damages cord and plug connected appliances or home or office electronics equipment (hereinafter "Appliances"), KCP&L will be responsible for the depreciated value up to a maximum of \$750 per Appliance and for the depreciated collective damage to the Appliances up to a maximum of Ten Thousand Dollars (\$10,000), except that KCP&L will not be responsible for damage (1) to Appliances not owned by the Customer; (2) to property of Customer that, in KCP&L's sole and reasonable discretion, does not constitute an Appliance; (3) to Customer's residence; (4) to products, materials, data or information used or stored in an Appliance; (5) caused by a surge which has not passed through the surge protection device at the electric meter; (6) caused by a direct lightning strike to Customer's premises; (7) caused by the improper installation of the grounding electrode system under the standards in the National Electric Code, or (8) to residential heating and cooling equipment. KCP&L's liability will be limited to the depreciated value of the damaged Appliances as determined by the most recent version of a Guide to Property Loss Adjustment as published by the National Association of Mutual Insurance Companies, and KCP&L will not be responsible for Customer's indirect or consequential damages. Customer individually and on behalf of its insurers waives all rights of subrogation against KCP&L. Both your electric and surge accounts MUST be kept current for the Meter-based Surge Protection Warranty to be in effect.

KCP&L's Rights of Inspection: KCP&L will have an immediate right to inspect the surge protection device at the electric meter and Customer's appliances or home or office electronics equipment should Customer inform KCP&L that a power surge has passed through the surge protection device at the electric meter, and Customer shall make its premises available to KCP&L or its contractors for such inspection. Damaged part(s) must remain available for inspection by KCP&L until the claim is finalized.

Customer's Responsibilities: KCP&L shall have continuous access to the surge

March 3, 2012

KCP&L
P.O. Box 418679
Claims Department 801-D
Kansas City, Mo 64141

To Whom It May Concern:

We are respectfully submitting this claim for electrician expenses incurred due to KCP&L advice.

We called KCP&L first and told them that we were experiencing flickering lights and TV popping in and out. A representative came out, walked around the outside of our property, and tested. The representative told us that it was not a KCP&L problem. He said KCP&L did not correct electrical issues in the house.

We called MVP Electric Heating & Cooling. They did find the wiring of the new air conditioner was inappropriate but it would not cause the issues we were experiencing with the lights and TV. Environtech corrected the inappropriate wiring of the air conditioner the next day.


We continued to experience intermittent issues with the lights and TV. We had Surewest Cable come out because they said it was possible that the cable box could cause the problem. It was determined after the second replacement of the cable box (in one day) that the problem was not with the cable system.

After a brief respite from the problem, it reappeared and we contacted MVP Electric again. They did trouble shooting of our wiring outlet-by-outlet. The problem was still not resolved. The MVP owner, Chip Gabbert, then called KCP&L on our behalf.

We are happy to report that the problem was finally resolved when KCP&L came out that day and replaced the transformer & pedestal (located at the southwest corner of our backyard). We would not have incurred the MVP Electric expenses if KCP&L had replaced the transformer & pedestal with the first phone call.

Please do not hesitate to contact us or Chip Gabbert (MVP Electric Heating & Cooling) if you have any questions regarding this claim.

Sincerely,


James & Beverly Cartmell
8815 W. 106th Street
Overland Park, Ks 66212
(913) 648-2823

Chip Gabbert



Property Damage Claim Form

Because of your recent property damage, KCP&L wants to serve you in the quickest and most responsive manner possible. In order for us to accomplish this, we need you to review and provide the following information:

- ✓ Please complete both sides of this form. **Failure to fully complete and sign the form could delay processing of your claim.**
 - ✓ Claims must be filed with us within 90 days of occurring damage (non-compliance with this requirement may disqualify your claim)
 - ✓ Mail clear, legible copies of the **repair estimates and receipts** or, if repair is not economically feasible, provide a copy of **purchase receipts for damaged items (not replacements)** with claim form, if possible. Mail completed **ORIGINAL** claim form and receipt copies to: **Kansas City Power & Light, P.O. Box 418679, Claims Department 801-D, Kansas City, MO 64141, (816) 654-1562.**
 - ✓ Actual cash value (replacement cost less depreciation) is the basis for settlement on items not economically repairable.
 - ✓ Damaged part(s) must remain available for inspection by KCP&L until the claim is finalized.; call us with any concerns/issues on this point.
- ✓ Write your KCP&L account number here: 2079-28-1661

Claimant's name:

First: BEVERLY JAMES MI: F/J Last: CARTMILL

Exact address where damage occurred:

Street address: 8815 W. 106 ST.

City: OVERLAND PARK State: KS ZIP: 66212

Phone number: (913) 642-2923 Daytime phone or cell: (913) 702-5699

When did damage occur? Date: _____ Time: _____ a.m. p.m.

Claimant's mailing address: (if different from above)

Street address: _____

City: _____ State: _____ ZIP: _____

Do you have Meter-Based Surge Protection? Yes No

If yes, are the protection unit's lights on? (best time to check is at dusk). Yes No

Provide a brief description, as you understand it, of what caused the damage: _____

we are claiming for expenses incurred for an electrician we hired AFTER KCPL was called, investigated and told us that the problem

Description of property damage: was not in your equipment.

we were experiencing flicking lights TV cable interruption etc. These problems were finally resolved when KCPL replaced a transformer and a pedestal at our property line

Have you contacted your insurance agency? Yes No If yes,

Insurance carrier's name: _____

Are there any other supporting facts or witnesses that can be contacted? The

attached above letter

Damage Information

Damaged Appliance Description:

Appliance Type: <u>N/A</u>	Purch. date: ___/___/___	Purch. price: \$ _____
Brand: _____	Model number: _____	
Damage description: _____		
Repairable?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Labor: \$ _____	Replacement parts: \$ _____ Total: \$ _____
Appliance Type: _____	Purch. date: ___/___/___	Purch. price: \$ _____
Brand: _____	Model number: _____	
Damage description: _____		
Repairable?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Labor: \$ _____	Replacement parts: \$ _____ Total: \$ _____
Appliance Type: _____	Purch. date: ___/___/___	Purch. price: \$ _____
Brand: _____	Model number: _____	
Damage description: _____		
Repairable?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Labor: \$ _____	Replacement parts: \$ _____ Total: \$ _____
Appliance Type: _____	Purch. date: ___/___/___	Purch. price: \$ _____
Brand: _____	Model number: _____	
Damage description: _____		
Repairable?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Labor: \$ _____	Replacement parts: \$ _____ Total: \$ _____

Additional comments? _____

Total amount for which you are filing this claim: <u>\$2,136.00</u>
Your signature: <u>[Signature]</u> Date: <u>3/3/2012</u>

For your protection, the law requires you to be advised of the following: It is a criminal act to make a false or fraudulent claim, or to assist in the preparation or presentation of a false or fraudulent claim. Violators of this provision may be subject to criminal prosecution.



1500 SW Arrowhead Road
Topeka, KS 66604-4027

Phone: 785-271-3100
Fax: 785-271-3354
<http://kcc.ks.gov/>

Mark Stevers, Chairman
Ward Loyd, Commissioner
Thomas E. Wright, Commissioner

Sam Brownback, Governor

March 20, 2012

Mr. James Cartmell
8815 W. 106th St.
Overland Park, KS 66212

Dear Mr. Cartmell:

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On 2/3/2012 your electrician did another inspection and changed out a breaker inside the home. There was no call to KCPL about this issue (KCPL was made aware of it through invoices received from you).

On 2/10/2012 your electrician rewired a circuit and did additional trouble shooting, but the problem still persisted within your home. The electrician called KCPL and a trouble ticket was entered for a voltage check. It was determined there was a failure with the transformer.

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KCPL made an offer of \$300 based on the three documented visits by an electrician received from you. This was done as a goodwill gesture to cover the typical costs of an electrician for these types of visits/investigations (generally \$60-\$100 per visit). You also had

CA 2/17

additional work performed (changing out the breaker and re-wiring the circuit), which was included in the total \$2100. KCPL would not be able to reimburse you for the additional maintenance that was performed inside your home.

Respectfully,

Greta Stephens
ECC

Encls.

KANSAS CORPORATION COMMISSION
OFFICE OF PUBLIC AFFAIRS & CONSUMER PROTECTION

Formal Complaint
April 2011

FORMAL COMPLAINT

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

IN THE MATTER OF THE COMPLAINT AGAINST

(Respondent, name of utility company)

by

(Complainant, your name)

For Commission
use only

DOCKET NO.

Please provide complainant (your) contact information:

Full Name(s): _____

Address: _____

Daytime Phone: _____

E-mail address *(optional)*: _____

FORMAL COMPLAINT

(Your name)

states that the above-named respondent is a public utility providing service in Kansas and is subject to the jurisdiction of the State Corporation Commission.

The facts and circumstances surrounding the complaint are set out in detail below:
(Be specific and as brief as possible. If necessary, attach additional sheets.)

(Continued on the other side)

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 1.55

Sheet 55

Rate Areas 2 & 4

(Territory to which schedule is applicable)

which was filed

January 1, 2007

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 55 of 99 Sheets

GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE (continued)

7. UTILITY'S SERVICE OBLIGATIONS (continued)

7.05 COMPANY RESPONSIBILITY:

The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.

7.06 CONTINUITY OF SERVICE:

The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) regardless of cause.

7.07 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE:

(A) The Company shall have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, replacement, or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the interconnected electric systems of which the Company's system is a part.

07-KCPE-910-TAR

APPROVED

Kansas Corporation Commission

March 14, 2007

/s/ Susan K. Duffy

aw

Issued:	February 16, 2007 Month Day Year
Effective:	MAR 14 2007 Month Day Year
By:	<i>Chris B. Giles</i> Chris B. Giles, Vice President

FILED
THE STATE CORPORATION COMMISSION OF KANSAS
By: _____ Secretary

Informal and Formal Utility Complaint Procedure

Informal

If you have a complaint about your utility bills, service, and other utility-related matters, you may file a complaint with the consumer assistance program of the Kansas Consumer Commission. Most utility complaints are handled by the consumer assistance program.

The KCC's consumer assistance program is designed to help you get the most effective and appropriate resolution of your complaint.

The consumer assistance program is available to help you resolve utility-related complaints and to help you understand your utility-related rights and obligations. The program is available to help you understand the utility industry, the utility industry's regulatory structure, and the utility industry's regulatory process. The program is available to help you understand the utility industry's regulatory process.

How to File an Informal Complaint with KCC

Consumer Affairs and Public Affairs are available to help you understand the process of filing a complaint with the utility industry. The program is available to help you understand the utility industry's regulatory process. The program is available to help you understand the utility industry's regulatory process.

Most utility complaints are handled by the consumer assistance program.

- Name of the utility company
- Address of the utility company
- Name and title of the person you are complaining to
- Name of the utility company
- Your phone number
- The date you filed the complaint with the utility company
- The date you filed the complaint with the utility company

How to File a Formal Complaint Procedure

The formal complaint procedure is different from the informal complaint procedure.

- The formal complaint procedure is available to help you resolve utility-related complaints.
- The formal complaint procedure is available to help you resolve utility-related complaints.
- The formal complaint procedure is available to help you resolve utility-related complaints.
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- The formal complaint procedure is available to help you resolve utility-related complaints.

The formal complaint procedure is available to help you resolve utility-related complaints. The formal complaint procedure is available to help you resolve utility-related complaints.

Your formal complaint may be in writing

The formal complaint procedure is available to help you resolve utility-related complaints. The formal complaint procedure is available to help you resolve utility-related complaints.

How to File

The formal complaint procedure is available to help you resolve utility-related complaints. The formal complaint procedure is available to help you resolve utility-related complaints.

(Continued)

Utility companies are required to provide a certain level of service to their customers. If you have a complaint about your utility bills, service, and other utility-related matters, you may file a complaint with the consumer assistance program of the Kansas Consumer Commission.

March 3, 2012

KCP&L
P.O. Box 418679
Claims Department 801-D
Kansas City, Mo 64141

To Whom It May Concern:

We are respectfully submitting this claim for electrician expenses incurred due to KCP&L advice.

We called KCP&L first and told them that we were experiencing flickering lights and TV popping in and out. A representative came out, walked around the outside of our property, and tested. The representative told us that it was not a KCP&L problem. He said KCP&L did not correct electrical issues in the house.

We called MVP Electric Heating & Cooling. They did find the wiring of the new air conditioner was inappropriate but it would not cause the issues we were experiencing with the lights and TV. Environtech corrected the inappropriate wiring of the air conditioner the next day.


We continued to experience intermittent issues with the lights and TV. We had Surewest Cable come out because they said it was possible that the cable box could cause the problem. It was determined after the second replacement of the cable box (in one day) that the problem was not with the cable system.

After a brief respite from the problem, it reappeared and we contacted MVP Electric again. They did trouble shooting of our wiring outlet-by-outlet. The problem was still not resolved. The MVP owner, Chip Gabbert, then called KCP&L on our behalf.

We are happy to report that the problem was finally resolved when KCP&L came out that day and replaced the transformer & pedestal (located at the southwest corner of our backyard). We would not have incurred the MVP Electric expenses if KCP&L had replaced the transformer & pedestal with the first phone call.

Please do not hesitate to contact us or Chip Gabbert (MVP Electric Heating & Cooling) if you have any questions regarding this claim.

Sincerely,


James & Beverly Cartmell
8815 W. 106th Street
Overland Park, Ks 66212
(913) 648-2823

Chip Gabbert



RELEASE IN FULL

For the sole and only consideration of **Three Hundred and 00100 Dollars (\$300.00)** payment of which is hereby acknowledged, the undersigned claimant or claimants do hereby forever release and discharge **Great Plains Energy, Incorporated and KANSAS CITY POWER & LIGHT COMPANY** (hereinafter referred to as the Company) and all other persons, firms or corporations who are or might be liable, including any officers or employees of the Company, of and from all claims against the company whatsoever whether known or unknown or which may hereafter be sustained, caused by or arising out of property damage on or about 02/13/12, at or near

8815 W 106th
Overland Park, KS

Payment of the amount herein specified is accepted in full satisfaction and discharge of any and all claims, of any type or nature, demands, causes of action or suits caused by arising out of said accident or that may hereafter develop. In order to procure payment of the amount herein specified, the undersigned claimant or claimants represent that any injuries sustained are permanent and progressive and that the extent of the recovery there from is uncertain and indefinite; that, in making this release and settlement, reliance is made solely upon the judgment, belief and knowledge of such claimant or claimants as to the nature, extent and duration of said injuries and that no representations or statements regarding said injuries or the facts of the accident or any other matters made by any person, firm or corporation hereby released or by any doctor in their employ has influenced said claimant or claimants to any extent whatever in making this release and settlement. Claimant or claimants represent themselves as sole owners of property referenced by this release, that property if free of liens or encumbrances, and that no other insurable interests exist. Claimant or claimants agree to hold harmless and indemnify the Company for costs and attorney's fee if any representation made is false.

It is understand and agreed that payment of the amount herein specified is not an admission of liability on the part of the persons, firms or corporations hereby released, all liability being expressly denied.


All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

THE FOREGOING STATEMENTS HAVE BEEN READ AND ARE FULLY UNDERSTOOD BEFORE THE SIGNING OF THIS RELEASE.

Signed this ____ day of _____, 2012

Claimant sign here:

James or Beverly Cartmell

 RESIDENTIAL METER-BASED SURGE PROTECTION
TERMS & CONDITIONS

Kansas City Power & Light Company ("KCP&L") and Customer agree that KCP&L will provide surge protection at the electric meter to Customer under the following terms:

Installation: A surge protection device will be installed by KCP&L or its contractors at the electric meter outside Customer's residence.

Monthly Fee: Customer will pay for the surge protection at the meter a monthly fee of Five Dollars and Ninety-Five Cents (\$5.95), plus applicable sales or use tax, due within thirty (30) days of the date of KCP&L's monthly invoice to Customer.

Terms - The initial twelve month period: The Agreement will be in effect on the date Customer accepts this Agreement to be bound by these terms and will continue for a minimum term of twelve (12) months from the date of installation of the surge protection device at the electric meter. Customer will pay a \$150 removal fee if Customer cancels the Agreement in the initial twelve (12) month period or if Customer's account is past due more than thirty (30) days in the initial twelve (12) month period. Automatic renewal after twelve (12) months. After the initial twelve (12) month period, the Agreement shall continue from month to month until either Customer or KCP&L cancels the Agreement by notifying the other party in writing at least thirty (30) days in advance. There shall be no removal charge if the Agreement is canceled after the initial twelve (12) month period. If Customer's account is past due more than thirty (30) days after the initial twelve (12) month period, Customer will pay a \$15 removal fee. If Customer requests reinstallation, Customer will pay a \$15 reinstallation fee.

Cancellation: A cancellation of this Agreement by either Customer or KCP&L shall be without prejudice to the rights or remedies of either Customer or KCP&L under this Agreement. If the surge protection device at the electric meter remains in place during any portion of a period for which the monthly fee is due, Customer shall pay the entire monthly fee for that period. Upon cancellation, KCP&L will remove the surge protection device from the meter.

Surge Protection Guarantee: If a power surge passes through the surge protection device at the electric meter and damages cord and plug connected appliances or home or office electronics equipment (hereinafter "Appliances"), KCP&L will be responsible for the depreciated value up to a maximum of \$750 per Appliance and for the depreciated collective damage to the Appliances up to a maximum of Ten Thousand Dollars (\$10,000), except that KCP&L will not be responsible for damage (1) to Appliances not owned by the Customer; (2) to property of Customer that, in KCP&L's sole and reasonable discretion, does not constitute an Appliance; (3) to Customer's residence; (4) to products, materials, data or information used or stored in an Appliance; (5) caused by a surge which has not passed through the surge protection device at the electric meter; (6) caused by a direct lightning strike to Customer's premises; (7) caused by the improper installation of the grounding electrode system under the standards in the National Electric Code, or (8) to residential heating and cooling equipment. KCP&L's liability will be limited to the depreciated value of the damaged Appliances as determined by the most recent version of a Guide to Property Loss Adjustment as published by the National Association of Mutual Insurance Companies, and KCP&L will not be responsible for Customer's indirect or consequential damages. Customer individually and on behalf of its insurers waives all rights of subrogation against KCP&L. Both your electric and surge accounts MUST be kept current for the Meter-based Surge Protection Warranty to be in effect.

KCP&L's Rights of Inspection: KCP&L will have an immediate right to inspect the surge protection device at the electric meter and Customer's appliances or home or office electronics equipment should Customer inform KCP&L that a power surge has passed through the surge protection device at the electric meter, and Customer shall make its premises available to KCP&L or its contractors for such inspection. Damaged part(s) must remain available for inspection by KCP&L until the claim is finalized.

Customer's Responsibilities: KCP&L shall have continuous access to the surge