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**SECTION NO. 10**  
**BILLING AND COLLECTION**

A. Frequency and Estimated Bills

1. The Company will bill monthly for services rendered. Meter readings will be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days.
2. If the Company is unable to read a meter on the scheduled meter read date, the Company will estimate the consumption for the billing period, giving consideration to the following factors where applicable:
  - a. The Customer's usage history in the previous twelve (12) months; and
  - b. The amount of usage during the preceding month.
3. After the second consecutive month of estimating the Customer's bill for reasons other than severe weather, the Company will attempt to secure an accurate reading of the meter.
4. Failure on the part of the Customer to comply with a reasonable request by the Company for access to the Customer's meter may lead to the discontinuance of service.
5. Estimated bills will be issued only under the following conditions:
  - a. Failure of a Customer who reads his or her own meter to deliver the meter reading card to the Company in accordance with the requirements of the Company's billing cycle.
  - b. Severe weather conditions which prevent the Company from reading the meter.
  - c. Circumstances that make it impossible to read the meter, such as locked gates, blocked meters, and vicious or dangerous animals, etc.
  - d. When an electronic meter reading is obtained, but the data cannot be transferred to a Customer Information System.
  - e. A meter failure or malfunction with no reliable information retained by the meter.
  - f. A failure of the meter communication network preventing receipt of reliable information.
  - g. Meter tampering or energy diversion results in a lack of accurate metered consumption information.
  - h. In the event the Customer fails to submit the reading within the designated ten (10) day meter reading window.
  - i. In the event the Customer fails to submit monthly reads as designated above, the Company may estimate the usage for up to three (3) months.



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6. Each bill based on estimated usage will indicate that it is an estimated bill.
7. Estimates due to equipment malfunctions may exceed two months if the malfunction could not be reasonably discovered and/or corrected before additional bills were estimated.
8. A bill is not considered an estimated bill when the end read is based on an actual read.

**B. Combining Meters - Minimum Bill Information**

1. Each meter at a Customer's premises will be considered separately for billing purposes; and the readings of two (2) or more meters will not be combined unless approved by the Company.
2. Each bill for sales service will contain the following minimum information:
  - a. Date and meter reading at the start of billing period or number of days in the billing period;
  - b. Date and meter reading at the end of the billing period;
  - c. Billed usage;
  - d. Rate schedule number;
  - e. Company telephone number;
  - f. Customer's name;
  - g. Service account number;
  - h. Amount due and due date;
  - i. Past due amount;
  - j. Adjustment factor, where applicable;
  - k. Other ACC-approved charges;
  - l. All applicable taxes; and
  - m. The address for the Arizona Corporation Commission.

**C. Billing Terms**

1. All bills for gas service are due and payable no later than ten (10) days from the date the bill is rendered. Any payment not received within this time-frame will be considered past due.

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2. For purposes of this rule, the date the bill is rendered may be evidenced by:
    - a. The postmark date for bills sent via U.S. Postal Service, or
    - b. The mailing date; or
    - c. The billing date shown on the bill (however, the billing date will not differ from the postmark or mailing date by more than two (2) days; or
    - d. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer.
  3. All past due bills for gas service are due and payable within fifteen (15) days. Any payment not received within this time-frame will be considered delinquent and will be issued a suspension of service notice. For Customers under the jurisdiction of a bankruptcy court, a more stringent payment or prepayment schedule may be required, if allowed by that court.
  4. All delinquent bills for which payment has not been received within five (5) days will be subject to the provisions of the Company's suspension of service procedures.
  5. The amount of the late payment penalty as set for as Fee No. 7 in the UNS Gas Statement of Charges will not exceed one and one-half percent (1.5%) of the delinquent bill, applied on a monthly basis.
  6. All payments must be made by a payment method authorized by the Company.
  7. A past due payment may be collected by a Company representative at the Customer's premises as set forth as Fee No. 1 in the UNS Gas Statement of Charges.
- D. Applicable Rates, Prepayments, Failure to Receive, Commencement Date
1. Each Customer will be billed under the Rate indicated in the Customer's application for service.
  2. The Company will make provisions for advance payment for Company services.
  3. Failure to receive bills or notices which have been properly placed in the United States mail or posted electronically will not prevent such bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein.
  4. Charges for service commence when the service is installed and connection made, whether used or not.

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E. Meter Error Corrections

1. If, after testing, any meter is found to be more than three percent (3%) in error, either fast or slow, proper correction between three percent (3%) and the amount of the error will be made on previous readings, and adjusted bills will be rendered according to the following terms:
  - a. For the period of three (3) months immediately preceding the removal of such meter from service for testing or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter will have been shown to be in error by such test.
  - b. From the date the error occurred, if the date of the cause can be definitely fixed.
2. No adjustment will be made by the Company except to the Customer last served by the meter tested.

F. Responsibility for Payment of Bills

1. The Customer is responsible for the payment of bills until service is ordered discontinued and the Company has had reasonable time to secure a final meter reading for those services involving energy usage, or if non-metered services are involved until the Company has had reasonable time to process the disconnect request.
2. When an error is found to exist in the billing rendered to the Customer, the Company may correct such an error to recover or refund the difference between the original billing and the correct billing. Situations that result in an estimated meter read include inclement weather, lack of access to a Customer's meter, energy diversion, labor unavailability and equipment malfunction.
3. Except as specified below, corrected charges for under-billings shall be limited to three (3) months for residential accounts and six (6) months for non-residential accounts.
  - a. Where the account is billed on a special contract or non-metered rate, corrected charges for under-billings shall be billed in accordance with the contract or rate requirements and is not limited to three (3) or six (6) months as applicable.
  - b. Where service has been established but no bills have been rendered, or a bill is rendered, but shows no consumption, corrected charges for under-billings shall go back to the date service was established.
  - c. Where there is evidence of meter tampering or energy diversion, corrected charges for under-billings shall go back to the date meter tampering or energy diversion began, as determined by the Company.
  - d. Where lack of access to the meter (caused by the Customer) has resulted in estimated bills, corrected charges for under-billings shall go back to the billing month of the last Company obtained meter read date.



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- e. When a Customer signs up for service in error at the wrong premises or requests disconnection in error at the wrong premises, corrected charges for under-billings and/or credits for over-billings shall go back to the date of the error.

**G. Returned Payments**

1. The Company will be allowed to recover a fee, as set forth at Fee No. 6 in the UNS Gas Statement of Charges, for each instance where a Customer tenders payment for a Company service with an NSF check. This fee will also apply when an electronic funds transfer ("EFT") is denied for any reason, including for lack of sufficient funds.
2. When the Company is notified by the Customer's bank or other financial institution that a payment has been returned unpaid, or denied for any reason, the Company may require the Customer to make payment in cash, by money order or other approved methods which guarantee the Customer's payment to the Company.
3. A Customer, who tenders a payment which is returned unpaid, regardless of the reason or method used to pay, will not be relieved of the obligation to render payment to the Company under the original terms of the bill, nor defer the Company's provision for termination of service for nonpayment of bills.
4. A Customer with two (2) returned payments within a twelve (12) month period may be required to pay with guaranteed funds (i.e., cash, money order, or other approved methods) for any subsequent billing for twelve (12) months.

**H. Budget Billing Plan**

1. The Company may, at its option, offer its Customers a budget billing plan.
2. The Company will provide, upon Customer request, an estimate of the Customer's budget billing amount for a twelve-month period based upon:
  - a. Customer's actual consumption history, which may be adjusted for abnormal conditions such as weather variations.
  - b. For new Customers, the Company will estimate consumption based on the Customer's anticipated load requirements.
  - c. The Company's Rate approved by the Commission applicable to that Customer's class of service.
3. The Company will provide the Customer, upon Customer request, a concise explanation of how the budget billing estimate was developed, the impact of budget billing on a Customer's monthly gas bill, and the Company's right to adjust the Customer's billing for any variation between the Company's estimated billing and actual billing.

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4. For those Customers being billed under a budget billing plan, the Company will show, at a minimum, the following information on the Customer's monthly bill:
  - a. Actual consumption;
  - b. Amount due for actual consumption;
  - c. Budget billing amount due; and
  - d. Accumulated variation in actual versus budget billing amount.
5. The Company may adjust the Customer's budget billing in the event the Company's estimate of the Customer's usage and/or cost varies significantly from the Customer's actual usage and/or cost. This review to adjust the amount of the budget billing may be initiated by the Company or the Customer.
6. While on the budget billing plan, the Customer shall pay the monthly plan amount, notwithstanding the current charges shown on the bill.
7. Any other charges incurred by the Customer shall be paid when due in addition to the monthly plan amount.
8. Interest will not be charged to the Customer on accrued debit balances nor paid by the Company on accrued credit balances.

I. Elevation/Pressure Adjustment

The Company will adjust for pressure according to the procedures in Section 8.H of these Rules and Regulations.

J. Deferred Payment Plan

1. The Company may, prior to termination of service, offer a deferred payment plan to qualifying residential Customers for the payment of unpaid bills for gas service.
2. Each deferred payment agreement entered into by the Company and the Customer, due to the Customer's inability to pay an outstanding bill in full, will provide that service will not be discontinued if:
  - a. The Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
  - b. The Customer agrees to pay all future bills for gas service in accordance with the Company's Rates; and



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- c. The Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.
3. For the purposes of determining a reasonable installment payment schedule under these Rules, the Company and the Customer will give consideration to the following conditions:
  - a. The size of the delinquent account;
  - b. The Customer's ability to pay;
  - c. The Customer's payment history;
  - d. The length of time that the debt has been outstanding;
  - e. The circumstances which resulted in the debt being outstanding; and
  - f. Any other relevant factors related to the circumstances of the Customer.
4. Any Customer who desires to enter into a deferred payment agreement will establish such agreement prior to the Company's scheduled service termination date for nonpayment of bills. The Customer's failure to execute a deferred payment agreement prior to the scheduled service termination date will not prevent the Company from terminating service for nonpayment.
5. Deferred payment agreements may be in writing and may be signed by the Customer and an authorized Company representative.
6. A deferred payment agreement does not relieve the unpaid balance from being assessed a monthly late charge as set forth as Fee No. 7 in the UNS Gas Statement of Charges, in accordance with the current late payment fee percentage rate.
7. If a Customer has not fulfilled the terms of a deferred payment agreement, the Company has the right to disconnect service pursuant to the Company's Termination of Service Rules (Section 11 of these Rules) and, under such circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

**K. Change of Occupancy**

1. The Customer must give the Company at least three (3) business days advance notice via the website, in writing, or by telephone, to discontinue service or to change occupancy.
2. The outgoing Customer will be responsible for all Company services provided and/or consumed up to the scheduled turn-off date.

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3. The outgoing Customer or property owner, in the case of a known landlord/tenant situation, is responsible for providing access to the meter so that the Company may obtain a final meter reading. If access is unavailable, due to the action or inaction of the Customer or property owner, the outgoing Customer or owner/landlord will be responsible for the services consumed until such time as access is provided and services can be disconnected.

**L. Electronic Billing**

1. Electronic Billing is an optional billing service whereby Customers may elect to receive, view and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill.
2. Customers electing an electronic billing service may be required to complete additional forms and agreements.
3. Electronic Billing may be discontinued at any time by Company or the Customer.
4. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices that have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein.
5. Any notices that the Company is required to send to the Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company.
6. Except as otherwise provided in this subsection, all other provisions of the Company's Rules and Regulations and other applicable Rates are applicable to Electronic Billing.
7. The Customer must provide the Company with a current email address for electronic bill delivery. If the electronic bill is electronically sent to the Customer at the email address that the Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for gas service.

**M. Collections**

1. All unpaid closed accounts may be referred to a collection agency for collections.
2. If a collection agency referral is warranted for collection of unpaid final bills, Customer will be responsible for associated collection agency fees assessed by the Company or its Agent. If the unpaid bill is referred to a credit bureau, the Company will not be held responsible to notify the Credit Bureau of any payment status.

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N. Refunds

Customers will not be eligible for refunds, rebates or other Company program payments if the Customer has a delinquent Company balance.

O. Refund of Credit Balance Following Discontinuance of Service

Upon discontinuance of service, the Company will refund the Customer any credit balance remaining on the account. With the consent of the Customer (when available), any credit balance remaining on the account that is less than \$5.00, will be donated to a low-income assistance program to be determined by the Company or as may be required by law.

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