



**UNS Electric, Inc.
Rules and Regulations**

Original Sheet No.: 911
Superseding:

**SECTION 11
BILLING AND COLLECTIONS**

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 obtain the meter read on the scheduled meter read date, the Company will estimate the consumption for the billing period as set forth in the Company's Bill Estimation Methodologies Tariff.
3. Estimated bills will be issued only under the following conditions:
 - a. Severe weather conditions which prevent the Company from reading the meter.
 - b. Circumstances that make it dangerous or unnecessarily difficult to read the meter. These circumstances include, but are not limited to, locked gates, blocked meters, vicious or dangerous animals, or any force majeure condition as listed in subsection 8(E)(4).
 - c. When an electronic meter reading is obtained, but the data cannot be transferred to a Customer Information System.
 - d. A meter failure or malfunction with no reliable information retained by the meter.
 - e. A failure of the meter communication network preventing receipt of reliable information.
 - f. Meter tampering or energy diversion results in a lack of accurate metered consumption information.
4. After the second consecutive month of estimating the Customer's bill, the Company will attempt to secure an accurate reading of the meter.
5. Failure on the part of the Customer to comply with a reasonable request by the Company for access to its meter may lead to the discontinuance of service.
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.

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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 otherwise provided for in the Company's Rates.
2. Each bill for residential 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. Billing usage and demand (if applicable);
 - d. Rate description;
 - e. Company's telephone number;
 - f. Customer's name;
 - g. Service account number;
 - h. Amount due and due date;
 - i. Past due amount;
 - j. Purchased Power Fuel Adjuster Clause cost, 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 electric 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.
2. For purposes of this rule, the date a 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).
 - d. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer.

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3. All past due bills for electric service are due and payable within fifteen (15) days. Any payment not received within this timeframe 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 a valid payment has not been received within five (5) days will be subject to the provisions of the Company's termination procedures.
 5. The amount of the late payment penalty as set forth as Fee No. 10 in the UNS Electric 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 bill will be rendered in a form prescribed by the Company. If the Customer, or a third-party on the Customer's behalf, requests a bill in any form other than the one prescribed by the Company, the Company in its sole discretion may consider such request and charge the Customer the Bill Processing Fee, which is Fee No. 12 in the UNS Electric Statement of Charges. The Bill Processing Fee will be assessed per every ten (10) bills that the Customer requests. Each additional increment of ten (10) bills will result in another Bill Processing Fee.
- D. Applicable Rates, Prepayment, Failure to Receive, Commencement Date, Taxes
1. Each Customer will be billed under the applicable tariff indicated in the Customer's application for service.
 2. Customers may pay for electrical service by making advance payments.
 3. Failure to receive bills or notices that have been properly placed in the U.S. Postal Service or posted electronically will not prevent those bills from becoming delinquent nor relieve the Customer of his obligations therein.
 4. Charges for service commence when the service is installed and connection made, whether used or not.
- E. Meter Error Corrections
1. If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction of the error will be made of 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 test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter has been shown to be in error by the test; or

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- b. From the date the error occurred, if the date of the cause can be definitely fixed. If the Customer has been underbilled, the Company will allow the Customer to repay this difference over the same period of time for which the underbillings occurred. The Customer may be allowed to pay the backbill without late payment penalties, unless there is evidence of meter tampering or energy diversion.
 - c. If it is determined that the Customer has been overbilled and there is no evidence of meter tampering or energy diversion, the Company will make prompt adjustment or refund in the difference between the original billing and the corrected billing within the next billing cycle.
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 to recover or refund the difference between the original billing and the correct billing. The UNS Electric Bill Estimation Methodologies tariff shall be applied when the Company cannot obtain a complete and valid meter read. 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 underbillings shall be billed in accordance with the contract or rate requirements and is not limited to three or six 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 underbillings shall go back to the date service was established.
 - c. Where there is evidence of meter tampering or energy diversion, corrected charges for underbillings 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 month of the last Company obtained meter read date.
 - 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.

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Programs and Pricing
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G. Returned Payments

1. The Company will be allowed to recover a fee, as set forth as Fee No. 9 in the UNS Electric Statement of Charges, for each instance where a Customer tenders payment for electric service with a payment returned unpaid. This fee will also apply when an electronic funds transfer ("EFT") is denied for any reason.
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 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; or
 - c. The Company's Rates approved by the ACC 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 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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Programs and Pricing
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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. Any delinquent or credit balances.
 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. Deferred Payment Plan
1. The Company may, prior to termination of service, offer to qualifying Customers a deferred payment plan for the Customer to retire unpaid delinquent bills for electric service.
 2. Each deferred payment agreement entered into between the Company and the Customer – due to the Customer's inability to pay an outstanding bill in full – will specify that service will not be discontinued if:
 - a. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
 - b. Customer agrees to pay all future bills for electric service in accordance with the Company's Rates; and
 - c. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.

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Programs and Pricing
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3. For the purpose 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 that 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 must do so before the Company's scheduled 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, in accordance with the current late payment fee percentage rate listed in the UNS Electric Statement of Charges as Fee No. 10.
7. If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's Termination of Service Rules (section 12) and, under these circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

J. Change of Occupancy

1. To order service to be discontinued or to change occupancy, the Customer must give the Company at least three (3) business days advance notice via the website, e-mail, in writing or by telephone.
2. The outgoing Customer will be responsible for all electric 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.

K. Electronic Billing

1. Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. Electronic Billing includes the "UES e-bill" service with a no-fee payment option. 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 the 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 which 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 a 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 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 electric service.

L. 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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M. Refunds

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

N. Refund of Credit Balance Following Discontinuance of Service

Upon discontinuance of service, the Company shall 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, shall 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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