

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

VIRGINIA ROTHENBERGER,)	
)	CASE NO. INT-G-17-02
COMPLAINANT,)	
)	
v.)	
)	
INTERMOUNTAIN GAS COMPANY,)	ORDER NO. 33805
)	
RESPONDENT.)	

On March 22, 2017, Commission Staff filed a formal complaint on behalf of Complainant, Virginia Rothenberger, against Intermountain Gas Company (“Intermountain” or “Company”). Ms. Rothenberger had informally complained to Staff on January 23, 2017, about the Company’s billing and payment processes. She ultimately was unsatisfied with the outcome of Staff’s efforts to resolve her concerns, however, and thus decided to file a formal complaint (the “Complaint”). Due to Ms. Rothenberger’s physical limitations, Staff prepared and filed a Decision Memorandum outlining Ms. Rothenberger’s concerns, and asked the Commission to treat the Decision Memorandum as Ms. Rothenberger’s complaint.¹ On March 28, 2017, the Commission issued a Summons to the Company that attached Ms. Rothenberger’s complaint and notified the Company that it must file a written answer within 21 days. The Company timely answered. The Commission now resolves the complaint as follows.

BACKGROUND

Ms. Rothenberger has been a customer of Intermountain in Twin Falls, Idaho since February 2009. Answer at 2. She is 85 years old and has macular degeneration, which prevents her from seeing well enough to write checks. Complaint at 1. Ms. Rothenberger regularly paid her monthly gas bills through the mail or at the Company’s authorized walk-in locations. Answer at 2. In May 2016, she signed up for Intermountain’s AutoPay option, through which her gas payment would automatically be withdrawn from her bank account “a set number of days following the generation of her monthly bill.” *Id.*; Complaint at 1. Ms. Rothenberger asked if her payments could be withdrawn “after the third of each month to ensure that she has [available]

¹ Although Staff worked with Ms. Rothenberger to prepare her complaint, and filed that complaint on her behalf, Staff was not a party to this case.

funds . . . [which] she receives around the first of each month.” Complaint at 1. However, the Company stated it advised her that, through AutoPay, “the automatic withdrawal from her account would occur around the 28th of each month,” or 10-11 days after her bill issues. Answer at 2-4.

Ms. Rothenberger also asked the Company about its “Level Pay” plan, “such that she is billed the same amount each month based on average usage, rather than having her monthly bill fluctuate.” Complaint at 2. The Company advised her that, under Level Pay, her required payment would be \$36.00 per month. Answer at 2. Ms. Rothenberger signed up for Level Pay.

COMPLAINT

According to the complaint, Ms. Rothenberger’s billing statements showed that her bills were due on the third of each month or later. Complaint at 1. The complaint also indicated that, per Company records, “for most months” Ms. Rothenberger’s automatic payment “occurred before the third of the month[,] and always prior to the due date.” *Id.* Further, “[o]n at least one occasion, [Ms. Rothenberger’s] account was low on funds” when her payment was withdrawn, and her bank “covered the payment and then charged [her] a \$30.00 overdraft fee.” *Id.* at 1-2. Ms. Rothenberger ultimately was able to reverse the overdraft fee. *Id.* at 2.

Ms. Rothenberger again requested that her payments not be withdrawn before the third of each month, and was again advised this was not possible through the AutoPay option. *Id.*; Answer at 2-3. Ms. Rothenberger asked to cancel AutoPay; the Company agreed and advised her of other payment options, including local payment locations and using the Company’s website. Answer at 3; Complaint at 2. Ms. Rothenberger stated that payment through the Company’s website was “not an option due to the issues with her eyesight.” Answer at 3.

Ms. Rothenberger then contacted Staff, which recommended to the Company “that Ms. Rothenberger’s billing due date be adjusted in accordance with Rule 202.02,” *id.*, which provides for a “hardship exemption” that would extend a customer’s ordinary due date “up to an additional fifteen (15) days.” Complaint at 2; IDAPA 31.21.01.202.02. The Company agreed to extend Ms. Rothenberger’s bill due date to 25 days after the date when her bill issues. Complaint at 2; Answer at 4. However, this did not resolve Ms. Rothenberger’s concern, because the Company’s AutoPay option is configured to withdraw a set number of days *after the bill issue date*, rather than *on the bill due date* or a set number of days *before the bill due date*. Answer at 4; Complaint at 3.

Under AutoPay, a customer’s required payment is withdrawn 11 days after the bill issue date, which “is about one week prior to the bill’s actual due date.” Complaint at 3. For Ms.

Rothenberger, AutoPay withdrew her bill payment 11 days after her bill issue date, without regard for her bill due date, and – critically – before she received monthly funds needed to pay her bill. According to Intermountain, its “billing software is not configured to accommodate” a request for a specific withdrawal date, as Ms. Rothenberger proposed to resolve her concern. Answer at 4. Intermountain noted that AutoPay is an optional program, and “there are other payment channels available that allow a customer to pay later,” closer to the customer’s bill due date. *Id.* Ms. Rothenberger asked that the Commission require the Company to modify its AutoPay option to better meet customer needs by permitting “flexibility to adjust the date that funds are withdrawn from their financial institutions.” Complaint at 3.

Regarding the Company’s other payment options, Ms. Rothenberger noted that she would have to pay a convenience fee of \$1.99 to pay her bill with a debit or credit card. Ms. Rothenberger asked that the Commission require the Company to accept customer payments using a debit card without a convenience fee. *Id.*

ANSWER

Intermountain stated that its goal “has always been to provide safe reliable service at the lowest cost,” and that it is “continually pursuing new payment options or improvements to existing options.” Answer at 6. Intermountain noted that, when it initiated AutoPay as a payment option several years ago, it “could take several days” to process payments, depending on the customer’s bank. *Id.* at 4. Thus, AutoPay was configured to “ensure that customers electing recurring payments were not inadvertently past due as a result of delays in . . . processing.” *Id.* According to the Company, it has “explored alternatives to programing the customer information system with a withdrawal date that aligns with the due date.” *Id.*

To resolve Ms. Rothenberger’s concerns, Intermountain proposed to change the date when AutoPay customers’ payments are deducted from their accounts to the due date listed on the customers’ bills, rather than 11 days from their bill issue date. *Id.* at 6-7. Under this proposal, if Ms. Rothenberger elected to again use AutoPay, her payments would be deducted “no earlier than the third of the month based on her current billing cycle.” *Id.* at 7.

As to Ms. Rothenberger’s concern about the \$1.99 convenience fee for using her debit card, Intermountain noted that the fee is charged by a third-party vendor, and passed through to that vendor, “with no transaction proceeds received by the Company.” *Id.* at 5-6. Intermountain

stated that it has worked with the vendor to keep such fees low, and the fee was recently lowered to \$1.99 from \$2.75. *Id.* at 6.

The Company noted that eliminating fees associated with credit and debit card payments and payments made at pay stations was raised by Staff in Intermountain's ongoing rate case, Case No. INT-G-16-02, for which the Commission recently granted the Company's petition for reconsideration. The Company noted that it expects the Commission will dispose of this issue in its rate case. *Id.* at 7-8.

COMMISSION FINDINGS AND DISCUSSION

The Commission has jurisdiction over this case under *Idaho Code* § 61-503. We have reviewed the record, including Ms. Rothenberger's complaint and Intermountain's answer. We find that Ms. Rothenberger's requests for assistance from Intermountain due to hardship are emblematic of customer service inquiries that utilities throughout Idaho encounter and address routinely. We encourage Intermountain, as with all utilities, to take initiative in creating workable solutions to resolve customer concerns.

On Ms. Rothenberger's AutoPay concern, we find the Company's proposal to be a reasonable and appropriate solution. We therefore direct the Company to implement its proposal to reconfigure AutoPay to deduct participating customers' payments from their banks on the date their bills are due.

We recently addressed Ms. Rothenberger's concern about convenience fees charged for paying bills with debit or credit cards. In Order No. 33757, the Commission declined to eliminate the fees "at this time," but encouraged the Company "to explore the possibility of removing these fees in the future to keep pace with what appears to be an emerging industry standard." Order No. 33757 at 38 and 39. This issue is not up for reconsideration in Case No. INT-G-16-02. Consequently, the Company is directed to meet with Staff within 60 days after this Order issues, to develop a proposed action plan that more closely aligns with the industry standard.

ORDER

IT IS HEREBY ORDERED that the Company shall implement its proposal regarding payment under the AutoPay option.

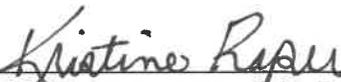
IT IS FURTHER ORDERED that the Company meet with Staff to discuss alternatives to convenience fees.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code § 61-626.*

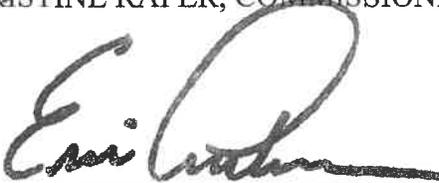
DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 30th day of June 2017.



PAUL KJELLANDER, PRESIDENT



KRISTINE RAPER, COMMISSIONER



ERIC ANDERSON, COMMISSIONER

ATTEST:



Diane M. Hanian
Commission Secretary

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