



**PROPERTY DAMAGE:** Attach repair estimates, invoices, proof of purchase, or supporting documents. (DO NOT send originals).

**FOOD SPOILAGE:** Include a separate itemized list of each item of food spoiled and documentation of cost.

**NOTE:** Under California damages law you are entitled to reimbursement for the lesser of fair market value or the cost to repair your damaged property. We use the replacement cost of the item and depreciate that amount to arrive at the fair market value. You may consider consulting with your insurance carrier.

Item description	Make/Brand	Model: Name/Number/Size	Age	Amount claimed

**Were you injured?**

Yes  No If yes, please describe:

**Total amount claimed \$**

**Other losses** (lost wages, lost revenue, medical expenses, etc.) Use Additional paper if necessary.

**Witness(s):** Name/Address/Telephone

PG&E employee  Other

**I understand that Pacific Gas and Electric Company will review all documentation in support of this claim. I certify that the foregoing is true and correct.**

Prepared by \_\_\_\_\_

Relationship to claimant \_\_\_\_\_

**Signature** \_\_\_\_\_

Date \_\_\_\_\_

## CLAIMS PROCESS

We understand you have sustained a loss and you believe PG&E may be responsible. If we prove to be responsible, we want to promptly and fairly compensate you. To evaluate your claim, we must determine how the incident happened, whether or not we caused it, and compensate you fairly under the law. Below are some frequently asked questions about submitting a claim to Pacific Gas and Electric Company.

### What is the claims policy and process?

It is PG&E's policy to respond to claims promptly and fairly. We evaluate each claim based on the information you provide and our investigation. The time to investigate your claim will depend on the information you provide and the complexity of the incident. Our goal is to reach a decision on your claim within 30 days of its receipt. However, if there are complex issues involved, or if we need additional information, the process may take longer.

**Who is responsible for damages?** Generally speaking, PG&E is responsible for damages that result from its negligence. If any person, business or property is damaged because PG&E does something unreasonable, or because we unreasonably fail to do something that should have been done, then we are obligated to reimburse reasonable damages. We are not responsible for damages that we do not cause or that are the result of forces beyond our control. For example, in most instances we are not responsible for power outages or voltage fluctuations caused by earthquakes, weather conditions (such as lightning, floods, heavy storms, extreme heat or winds) curtailments or outages initiated at the direction of any electric grid operator or due to a failure of gas supplies not caused by us. There may be situations in which PG&E is only partially responsible for a loss. In those cases we will offer to pay our fair share.

**What is your responsibility?** You have a duty to mitigate your damages, which means that you have to minimize the loss, and to make sure that losses or expenses incurred because of an incident are not accumulating needlessly and that they are reasonable in relation to the loss.

**What do you need to provide?** You should retain copies of all receipts so you can provide full and accurate documentation of your losses or damages. You can help us expedite your claim by completing the claim form as thoroughly as possible, and by enclosing appropriate photographs and supporting documentation. Below are general examples.

Property damage	Personal injury*	Food spoilage**
Detailed repair estimates	Date of birth	Itemized purchase receipts
Detailed repair invoices	Gender	Itemized list of cost and type of food
Purchase receipts	Treatment bills	List to identify if items were frozen or refrigerated
Appraisals	Treatment records	Photographs
Photographs	Prescription receipts	
Rental receipts		

Lost wages	Business losses	Miscellaneous losses
Amount of time off	Tax records	Hotel receipts
Employer's verification	Bank statements	Restaurant receipts
Payroll stubs	Payroll records	Car rental receipts
	Revenue statements	
	Expense statements	
	Sales receipts	

(footnotes on next page)

\*For personal injury losses, be prepared to provide your Social Security Number and to approve PG&E's request for records from your medical provider(s).

\*\*Food spoilage claims are evaluated based on the recommended guidelines from the US Department of Agriculture:

1. A fully stocked freezer will usually keep food frozen for 2 days after losing power, if the door remains closed.
2. A half-full freezer will usually keep food frozen about 1 day, if the door remains closed.
3. Food will usually stay cold in the refrigerator up to 4 hours, if the door remains closed.

**What are your claim options?** You may wish to refer your claim to your insurance company, which may be able to reimburse you without an investigation and, depending on your coverage, may pay replacement values for damaged items. Your insurance company will seek reimbursement from PG&E.

**What if your claim is denied?** If your claim is denied, we will send a letter explaining the reason. It may be because of a gas or electric rule that applies to your situation.

These rules are on file with the California Public Utilities Commission (CPUC). They have the same effect as other laws. If you are not satisfied with our decision and explanation, you have the right to file a court action, including a small claims action. The small claims court hears matters not exceeding \$7,500. The small claims process does not involve attorneys.

**Is there a time limit on filing a claim or a court action?** It is always best to submit a claim as soon as possible. PG&E is guided by claims experience and applicable time limits for filing legal actions, if the claim is denied. Our experience indicates that food spoilage and similar claims should be made promptly, and, therefore, such claims will only be paid if they are submitted and resolved within one year from the date of the incident. If you wish to file a court action, there are various time limits set by California law. Generally, these are: personal injury, 2 years from the date of the injury; personal inconvenience (such as a meal out), 1 year; business interruption or economic loss with no property damage, 2 years; tangible property damage, 3 years. If you have questions regarding these limits, you should consult an attorney.

**What is the role of the California Public Utilities Commission (CPUC)?** The CPUC sets general rules relating to claims process, but it does not rule on the underlying merits of a claim. If you have a billing dispute that you are unable to resolve with PG&E personnel, the appropriate remedy is to file a complaint with the CPUC.

For further information about the role of the CPUC, you can call **1-800-649-7570** or visit its website at **cpuc.ca.gov**.

**Mail to:**

PG&E Law-Claims Department  
1850 Gateway Boulevard, 6th floor  
Concord, CA 94520

**OR**

Email: **LawClaims@pge.com**

Fax: **925-459-7326**

Helpline phone: **415-973-4548**