



# **CONSUMER PROTECTION (AMENDMENT) REGULATIONS**

## **CONSULTATION DOCUMENT**

**URCA 01/2020**

**Publication Date: 14 February 2020**

**Response Date: 29 May 2020**

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# 1. Introduction

The Utilities Regulation and Competition Authority (URCA) is the independent regulator and competition authority for the Electronic Communications Sector (ECS) and the Electricity Sector (ES) in the Bahamas, with powers under the Communications Act, 2009 (“Comms Act”) and the Electricity Act, 2015 (EA) to *inter alia*, issue regulatory and other measures and monitor and enforce consumer protection standards and conditions. URCA issues this consultation document in accordance with Part VIII of the Comms Act and Section 40 of the EA.

This document comprises URCA’s draft Consumer Protection Regulations (“the Regulations”) for the ECS and the ES which will be applicable to those Licensees who have been issued Individual Operating Licences (IOL), Class Operating Licences Requiring Registration (COLRR), and Public Electricity Suppliers (PES). These Regulations also relate to the protection of consumers and the obligations conferred on such persons when either subscribing to or utilizing electronic communications services or electricity services.

URCA has posed specific questions under this consultation document and therefore invite comments from members of the public, licensees and stakeholders during this consultation process.

## 1.1 Background to this Consultation

On 30 December 2013, URCA issued its ***Consumer Protection Regulations***<sup>1</sup> which were aimed at ensuring that consumers of electronic communications services in the Bahamas benefited from the highest possible standards of service provided by Licensees. These Regulations were designed to provide consumers with clear guidelines regarding the way they should expect to be treated by service providers and what consumers should do in cases where certain expectations were not met by the providers.

In January 2015, URCA became the regulatory body with responsibility for the Electricity Sector in The Bahamas. As the regulator, URCA has been tasked with implementing a regulatory framework which would enable the sector to operate in an effective and efficient manner and in the best interest of persons in the Bahamas. This responsibility also requires URCA to ensure that consumers not only receive better quality of service from electricity suppliers at a fair and reasonable cost but that they benefit from efficient operations by suppliers.

## 2. Objectives of the Consultation

This section sets out URCA’s purpose for the revision of its Consumer Protection Regulations.

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<sup>1</sup> ECS19/2013.

## 2.1 Purpose for Revision of Consumer Protection Regulations

URCA appreciates that there are consumers within the electronic communications sector and the electricity sector who face many unresolved issues in relation to services being offered to them by service providers. To this end, URCA has decided to undertake a revision of its Regulations so as to ensure that service providers meet the requirements of providing quality service to consumers and also to inform consumers of the recourse afforded to them in instances where certain expectations have not been met by these providers.

Further, in light of URCA's regulatory remit of the ES, URCA considered it necessary to include provisions within its Regulations that would appropriately address the concerns of consumers within this sector. URCA believes that consumer protection regulation in the ES is needed in view of the upsurge in complaints URCA has received from members of the public, which indicate that consumers are largely dissatisfied with the quality of service level and customer care received from electricity service suppliers.

In revising these Regulations, URCA has reviewed the consumer protection codes and regulations of other countries which have supported URCA in its drafting and preparation of this document.

These Regulations are therefore designed to meet the needs of consumers and provide clear guidance on the obligations of service providers. These Regulations are also aimed at achieving URCA's statutory objective of furthering the interests of consumers in the Bahamas.

## 3. Responding to this Consultation

URCA invites written comments and submissions from members of the public, licensees and interested parties on the issues in this consultation document. Persons may deliver their written comments or submissions to URCA's Director of Electronic Communications either:

- by hand, at URCA's office at Frederick House, Frederick Street;
- by mail, to P. O. Box N-4860;
- by fax, to (242) 393-0237; or
- by email, to [info@urcabahamas.bs](mailto:info@urcabahamas.bs)

All comments to this consultation document should be submitted on or before 29 May 2020. URCA will acknowledge receipt of all responses.

URCA's preferred format for written responses is as follows:

- Respondent's name;
- Name of organisation (or state whether respondent is a consumer);
- Email address of respondent

- Responses to questions asked under this consultation document;
- Any other matters you believe URCA should consider under this consultation document.

URCA reserves the right to make all responses available to the public by posting responses online on its website. Responses marked 'confidential' should provide reasons to simplify evaluation by URCA of the request for confidentiality. URCA may, in its sole discretion, choose whether to publish any confidential document or submission.

### **3.1 Structure of the Document**

The remainder of this consultation document is structured as follows:

- **Section 4:** Outlines the legal and regulatory framework under which URCA is conducting this consultation process;
- **Annex A:** Outlines the proposed amendments to Part 1- Introduction, Part 2- Consumer Sales, Contracts and Services, Part 3- Consumer Obligations, Part 5- Billing and Credit Management, Part 6- Consumer Complaints Handling and Part 10- Monitoring, Review and Amendments by URCA, of the Consumer Protection Regulations;
- **Annex B:** Outlines the proposed amendments to the Customer Quality of Service Standards for the Electronic Communications Sector;
- **Annex C:** Outlines the proposed amendments to the Customer Quality of Service Standards for the Electronic Communications Sector; and
- **Annex D:** Outlines the proposed Guaranteed Standards of Service for the Electricity Sector.

## 4. Legal and Regulatory Framework

This section sets out the legal and regulatory framework under which URCA has exercised its power to issue this consultation document.

### 4.1 The Communications Act, 2009 (Comms Act)

The Comms Act provides a modern framework for regulation and competition in the electronic communications market. Under section 4 of the Comms Act, the electronic communications policy has as its main objectives:

*“(a) to further the interest of consumers by promoting competition and in particular –*

- (i) to enhance the efficiency of the Bahamian electronic communications sector and the productivity of the Bahamian economy;*
- (ii) to promote investment and innovation in electronic communications and networks and services;*
- (iii) to encourage, promote and enforce sustainable competition...”*

To ensure that URCA brings into effect the electronic communications policy objectives, section 8(1) of the Comms Act gives URCA the power to issue any regulatory and other measure and in particular gives URCA the power to:

*“...*

*(d) issue regulations*

*....*

*(m) exercise any other power assigned to it by this Act or any other law.”*

Section 45(1) of the Comms Act places a statutory duty on URCA to monitor and enforce the consumer protection conditions in the licences. Under section 45(2) of the Act:

*“URCA may issue general regulations relating to the protection of consumers. These regulations might include –*

- (a) the standard of service, quality and safety of the carriage services and equipment provided;*
- (b) the handling of complaints made by persons who are consumers in the market for such services and ancillary equipment; and*
- (c) any other matter appearing to it to be necessary for securing the effective protection for persons who are consumers in the markets for carriage services or networks.”*

## 4.2 The Electricity Act, 2015 (EA)

Section 5 of the Electricity Act (EA) sets out the main goal and objective of the electricity sector policy in the creation of a regime for the supply of safe, least cost, reliable and environmentally sustainable electricity throughout the Bahamas. Pursuant to section 5(2) of the EA:

*“The principles and objectives governing the sector policy and electricity supply regime, in accordance with the aims and goals of the national energy policy, shall be the:*

- (a) provision of safe, least cost electricity supplies to all consumers;*
- (b) advancement of The Bahamas’ economic growth and development and international competitiveness;*
- (c) enhancement of the energy security of The Bahamas;*
- (d) encouragement of competition in the generation of renewable electricity;*
- (e) introduction of a structure for the sector that is overseen by an independent regulator;*
- (f) employment of practices and technology that are designed to protect the natural environment of The Bahamas;*
- (g) promotion of energy efficiency in the generation, distribution and consumption of electricity throughout the economy;*
- (h) promotion of renewable energy;*
- (i) creation of incentives for private sector participants in the electricity sector to continuously improve performance in operations and customer service;*
- (j) provisions of investment opportunities for citizens of The Bahamas; and*
- (k) provision of a regulatory structure that balances the interests of and affords opportunities for input from all stakeholders, honours contractual commitments and encourages investments.”*

Section 22 of the EA establishes URCA as the independent regulator of the ES and empowers it to exercise and perform its functions and power in accordance with the provisions of the EA and the URCA Act.

Section 37 of the EA provides that the primary role of URCA is the regulation of the electricity sector in accordance with the goals, objectives and principles underpinning the national energy and electricity sector policies. This section also provides that URCA, in the regulation of the sector, promote good utility practice and continuous improvement of all regulated activities.

Section 40(1) of the EA relates to consumer protection and requires Bahamas Power and Light (BPL) and every public electricity supplier to submit to URCA within three months for its approval a plan proposing standards for the protection of electricity consumers.

Section 40(2) of the EA provides a checklist of information that should be stated in the plan which includes, inter alia:

- “(a) standards of service, quality and safety of electricity service and equipment provided;*
- (b) procedures for receiving and responding to consumer complaints;*
- (c) procedures for resolving disputes with consumers;*

*....*

- (h) specific plans for dealing with vulnerable customers, as a universal service obligation, in accordance with international industry best standards.”*

## ANNEX A: PROPOSED AMENDMENTS TO THE CONSUMER PROTECTION REGULATIONS

In this section URCA sets out the proposed amendments to Part 1: Introduction, Part 2: Consumer Sales, Contracts and Services, Part 3: Consumer Obligations, Part 5: Billing and Credit Management, Part 6: Consumer Complaint Handling and Part 10: Monitoring, Review and Amendments by URCA, of the Consumer Protection Regulations.

### PART 1: INTRODUCTION

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
<p><b>1.1 Scope of Regulations</b></p> <p>1.1.1 The Utilities Regulation and Competition Authority (URCA) hereby issues the following Regulations in exercise of the powers conferred on it by section 45(2) of the Communications Act, 2009 (Comms Act) which provides for the issuance by URCA of general regulations relating to the protection of Consumers and the provision of Services by holders of Individual Operating Licences and Class Operating Licences Requiring Registration.</p>	<p><b>1.1 Scope of Regulations</b></p> <p>1.1.1 <i>The Utilities Regulation and Competition Authority (URCA) hereby issues the following Regulations in exercise of the powers conferred on it by section 45(2) of the Communications Act, 2009 (Comms Act) and section 40 (8) of the Electricity Act, 2015 (EA).</i></p> <p>1.1.2 <i>These Regulations establish provisions relating to the protection of Consumers by holders of Individual Operating Licences, Class Operating Licences Requiring Registration, Public</i></p>	<p>URCA assumed responsibility for regulating the Electricity Sector (ES) in January 2015. That obligation requires URCA to ensure that, where required, its regulations reflect the involvement of the ES. The proposed amendments to Section 1.1 and 1.3 of the Consumer Protection Regulation makes the amended provisions applicable not only to the Electronic Communications Sector (ECS), but also to the Electricity Sector (ES). Thus, URCA has included where necessary the appropriate words</p>	<p>(a) Do you agree with URCA's amendments as presented in Part 1 of its proposed Consumer Protection Regulations? If not, kindly provide your reason(s).</p> <p>(b) Should any other provision be included or removed within this Part? If your response is yes, kindly provide your reason(s).</p>	

	<i>Electricity Suppliers and Authorised Public Electricity Supplier Licences issued by URCA.</i>	or phrases to achieve this objective.		
<p><b>1.3 Application</b></p> <p>1.3.1 These Regulations shall apply to all Licensees having been issued by URCA with either an Individual Operating Licence or a Class Operating Licence Requiring Registration in accordance with the Communications Act.</p>	<p><b>1.3 Application</b></p> <p><i>1.3.1 These Regulations shall apply to all Licensees in the Electronic Communications Sector and the Electricity Sector having been issued by URCA with either an Individual Operating Licence, Class Operating Licence Requiring Registration, Public Electricity Supplier Licence in accordance with the Communications Act and the Electricity Act.</i></p>			
<p><b>1.4 Definitions</b></p> <p><b>Customer Quality of Service</b> means the main parameters defined by URCA from time to time to measure the overall performance of an electronic communications network including the minimum</p>	<p><b>1.4 Definitions</b></p> <p><i><b>Customer Quality of Service</b> means the main parameters defined by URCA from time to time to measure the overall performance of an electronic communications network and electricity supply services including the</i></p>	The definitions of <b>Customer Quality of Service</b> and <b>Services</b> have been amended to reflect the inclusion of electricity to the regulations.		

<p>standards a Service Provider is to maintain regarding customer service and customer satisfaction in the provision of its Services. Overall standards applicable to licensees' networks will be addressed by URCA in a separate document to be issued subsequent to these Regulations.</p> <p><b>Services</b> means electronic communications services and includes, where the context so requires, Products.</p>	<p><i>minimum standards a Service Provider is to maintain regarding customer service and customer satisfaction in the provision of its Services. Overall standards applicable to licensees' networks will be addressed by URCA in a separate document to be issued subsequent to these Regulations.</i></p> <p><b>Services</b> means electronic communications services and electricity supply services and includes, where the context so requires, Products.</p> <p><b>Vulnerable customers</b> means electronic communications customers or electricity customers who require protection against disruption or termination of electronic communications services or electricity supply due to low income, being of pensionable age, disability, chronic illness or other vulnerabilities.</p>	<p>While access to both electronic communications and electricity services have become essential services URCA is cognisant that loss of electricity can have a profound impact on quality of life and even lead to significant health issues. Accordingly, the concept of <b>Vulnerable Customers</b> has been added to ensure that provisions can be put in place to address the needs of persons for whom affordability of electricity service may be a challenge.</p>		
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<p><b>1.5 Interpretation</b></p> <p>1.5.1 In these Regulations, unless the contrary appears:</p> <p>a. Headings are for convenience only and do not affect interpretation;</p> <p>b. A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;</p> <p>c. Words in the singular include the plural and vice versa;</p> <p>d. Words importing persons include a body whether corporate, politic or otherwise;</p> <p>e. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;</p>	<p><b>1.5 Interpretation</b></p> <p><i>1.5.1 In these Regulations, unless the contrary appears:</i></p> <p><i>a. Headings are for convenience only and do not affect interpretation;</i></p> <p><i>b. A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;</i></p> <p><i>c. Words in the singular include the plural and vice versa;</i></p> <p><i>d. Words importing persons include a body whether corporate, politic or otherwise;</i></p> <p><i>e. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;</i></p> <p><i>f. Mentioning anything after include, includes or including does not limit what else might be included;</i></p>	<p>Minor (non-substantive) amendments have been made to the interpretation clauses of the regulations.</p>		
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<p>f. Mentioning anything after include, includes or including does not limit what else might be included;</p> <p>g. Words and expressions which are not defined have the meanings given to them in the Communications Act; and</p> <p>h. Reference to a person shall include firms or companies.</p>	<p>g. <i>Words and expressions which are not defined have the meanings given to them in the Communications Act and the Electricity Act; and</i></p> <p>h. <i>Reference to a person shall include firms or companies.</i></p>			
<p><b>1.7 Application of Regulations</b></p> <p>1.7.1 These Regulations will bind Service Providers as provided for under section 45(2) of the Communications Act.</p> <p>1.7.2 These Regulations shall come into effect upon publication in accordance with section 12 of the Communications Act.</p>	<p><b>1.7 Application of Regulations</b></p> <p>1.7.1 <i>These Regulations will bind Service Providers as provided for under section 45(2) of the Communications Act and section 40(8) of the Electricity Act.</i></p> <p>1.7.2 <i>These Regulations shall come into effect upon publication in accordance with section 12 of the Communications Act and section 43 of the Electricity Act.</i></p>	<p>Amendments made to expand applicability to the ES.</p>		

## PART 2: CONSUMER SALES, CONTRACTS AND SERVICES

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
	<p><b>2.5 Contract Terms and Termination</b></p> <p>2.5.6 <i>A Service Provider shall ensure that its contract does not unfairly lock-in Customers and must include reasonable provisions to allow the Customer to cancel the contract.</i></p> <p>2.5.7 <i>A Service Provider must not automatically renew a contract without the Customer's consent or charge Customers unfair fees to end a contract before the minimum contract period.</i></p> <p>2.5.8. <i>A Service Provider shall not</i></p>	<p>In an effort to ensure that consumers are protected from contractual misuses by Service Providers URCA has proposed amendments under clause 2.5 which seeks to limit:</p> <ul style="list-style-type: none"> <li>(a) unfair contract terms by Service Providers;</li> <li>(b) variations and/or additions to the terms or use of a product or service to which a consumer does not consent, and</li> <li>(c) billing consumers for tied products and/or services.</li> </ul> <p>URCA believes that service contracts between consumers and Service Providers must be governed by reasonable terms and conditions and those contracts which do not meet the</p>	<p>a) Do you agree with URCA's amendments as presented in Part 2 of its proposed Consumer Protection Regulations regarding the obligations on Service Providers to ensure that contracts do not unfairly lock in Customers? If not, kindly provide your reason(s).</p> <p>b) Do you agree with URCA's amendments as presented in Part 2 of its proposed Consumer Protection Regulations that Service Providers should not automatically renew a contract without a Customer's consent or charge a Customer unfair fees to end a contract</p>	

	<p><i>tie its services in a way that forces a Customer to purchase services that the Customer does not require.</i></p> <p><b>2.10 Fault Repair and Service Interruption</b></p> <p>2.10.4 <i>A Service Provider shall only charge for services that are actually delivered to the Consumer. Bills must therefore not reflect charges in respect of periods when service delivery to the Consumer was interrupted.</i></p> <p>2.10.5 <i>A Service Provider shall be responsible for making itself aware of outages whenever reasonable and implementing systems which enable detection of outages. Service Providers should respond</i></p>	<p>legal requirements of fairness should not be enforceable by Service Providers.</p> <p>URCA has also proposed amendments to clause 2.10 which will require Service Providers to credit the accounts of consumers where a service has been interrupted.</p> <p>URCA believes that where Service Providers have failed to provide services to consumers, Service Providers should not be able to charge for the undelivered service. Additionally, in instances where there is non-provision of services due to force majeure URCA maintains the position that consumers should not be charged.</p> <p>By proposing such approach, URCA believes that Service Providers will act more expeditious in repairing services to consumers.</p>	<p>before the minimum contract period? If not, kindly provide your reason(s).</p> <p>c) Do you agree with URCA's amendments as presented in Part 2 of its proposed Consumer Protection Regulations that Service Providers should not tie services in a way that forces Customers to purchase services that they do not require? If not, kindly provide your reason(s).</p> <p>d) Do you agree with URCA's amendments as presented in Part 2 of its proposed Consumer Protection Regulations regarding how Service Providers should charge Customers in instances of a fault repair or service interruption? If not,</p>	
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	<p><i>to Customer notification of outages and acknowledge unless it has evidence otherwise.</i></p> <p><i>2.10.6 Service Providers must automatically credit Customer accounts for the duration of an outage. A Service Provider may not require a Customer to lodge a complaint in relation to an outage unless the Service Provider could not reasonably have been aware of the outage. This is notwithstanding any event of Force Majeure.</i></p>		<p>kindly provide your reason(s).</p> <p>e) Should any other provisions be included or removed within this Part? If your response is yes, kindly provide your reason(s).</p>	
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## PART 3: CONSUMER OBLIGATIONS

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
<p><b>3.3 Tampering with Equipment</b></p> <p>3.3.2 Equipment owned by the Service Provider and connected to an electronic communications network may not be moved to a location other than the location where the Service was installed without prior authorization from the Service Provider. This restriction shall not apply to any equipment that is expressly designed to be supplied for a mobile service or in respect of which Disconnection and reconnection is consistent with its normal use.</p> <p>3.3.4 No Customer- owned equipment or device may be installed by or on behalf of any Consumer that interferes in any way with the normal</p>	<p><b><i>3.3 Tampering with Equipment</i></b></p> <p><i>3.3.2 Equipment owned by the Service Provider and connected to an electronic communications network or electricity supply service may not be moved to a location other than the location where the Service was installed without prior authorization from the Service Provider. This restriction shall not apply to any equipment that is expressly designed to be supplied for a mobile service or in respect of which Disconnection and reconnection is consistent with its normal use.</i></p> <p><i>3.3.4 No Customer-owned equipment or device may be installed by or on behalf of any Consumer that</i></p>	<p>URCA has proposed amendments to Part 3 of the Regulations, to provide for the inclusion of the electricity sector with appropriate words or phrases.</p>	<p>(a) Do you agree with URCA's amendments as presented in Part 3 of its proposed Consumer Protection Regulations? If not, kindly provide your reason(s).</p> <p>(b) Should any other provision be included or removed within this Part? If your response is yes, please provide your reason(s).</p>	

<p>operation of an electronic communications service or electronic communications network.</p> <p><b>3.4 Reselling services without authorization</b></p> <p>3.4.1 A Consumer shall not resell any Service provided by a Service Provider to other persons, or permit the same to be taken by other persons, except as expressly permitted by the Customer's contract (and subject to any applicable licensing or authorization by URCA pursuant to the Communications Act).</p>	<p><i>interferes in any way with the normal operation of an electronic communications service or electronic communications network or electricity supply service.</i></p> <p><b>3.4 Reselling services without authorization</b></p> <p>3.4.1 <i>A Consumer shall not resell any Service provided by a Service Provider to other persons, or permit the same to be taken by other persons, except as expressly permitted by the Customer's contract (and subject to any applicable licensing or authorization by URCA pursuant to the Communications Act or the Electricity Act).</i></p>			
<p><b>3.5 Misuse of a public electronic communications or carriage service</b></p> <p>3.5.1. A Consumer shall not misuse public electronic communications or carriage services by:</p>	<p><b>3.5 Misuse of a public electronic communications, electricity supply or carriage service</b></p> <p>3.5.1A <i>Consumer shall not misuse public electronic communications, electricity supply or carriage</i></p>			

<p>a. Dishonestly obtaining electronic communications or carriage services; or</p> <p>b. Possessing or supplying equipment that may be used to obtain such Services dishonestly or fraudulently; or</p> <p>c. Using Services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulations.</p>	<p><i>services by:</i></p> <p><i>a. Dishonestly obtaining electronic communications, electricity supply or carriage services; or</i></p> <p><i>b. Possessing or supplying equipment that may be used to obtain such Services dishonestly or fraudulently; or</i></p> <p><i>c. Using Services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulations.</i></p>			
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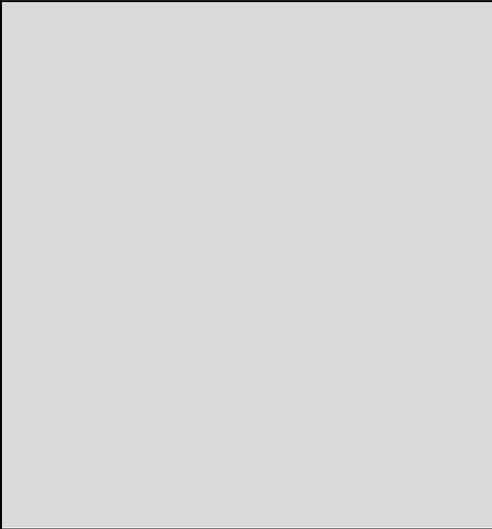
## PART 5: BILLING AND CREDIT MANAGEMENT

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
	<p><b>5.3 Vulnerable Customers</b></p> <p><i>5.3 Vulnerable Customers</i></p> <p><i>5.3.1 Where applicable, a Service Provider must ensure that vulnerable customers are:</i></p> <p><i>a. Provided with an alternative means of communication for billing purposes (i.e, paper form sent by regular post); and</i></p> <p><i>b. Informed of the right to appoint a person to act on their behalf as a contact point (i.e. relative, family or friend).</i></p> <p><i>5.3.2 A Service Provider must establish clear and effective policies and procedures for identifying</i></p>	<p>URCA's proposed amendments to Part 5 introduces new provisions that address Services Providers obligations to vulnerable customers. URCA considers such amendments necessary in light of the fact that Service Providers are now using electronic billing as a primary means of customer billing notification.</p> <p>URCA recognizes that there are customers who may not have access to or are unable to monitor their bills through electronic means. Therefore URCA is proposing that Service Providers provide alternative means for billing so as to protect those customers who may be disadvantaged by the new electronic billing process.</p> <p>URCA's proposed amendments to Part 5 also seeks to ensure that Service Providers particularly electricity service providers make</p>	<p>a) Do you agree with URCA's proposals as presented in Part 5 of its proposed Consumer Protection Regulations regarding Service Providers obligations to Vulnerable Customers? If not, kindly provide your reason(s).</p> <p>b) Do you agree with URCA's proposals as presented in Part 5 of the draft Consumer Protection Regulations that a Service Provider should ensure that it is able to verify and demonstrate billing accuracy? If not, kindly provide your reason(s).</p> <p>c) Should any other provisions be included in Part 5 or any removed? If your response is yes, kindly provide your reason(s).</p>	

	<p><i>vulnerable customers.</i></p> <p><b>5.4 Verification of Billed Charges and Payments</b></p> <p><i>5.4.2 A Service Provider shall provide a means by which a Customer may easily verify any payments and must ensure that it is able to verify and demonstrate billing accuracy.</i></p>	<p>the necessary provisions to address the needs of consumers who cannot afford electricity.</p> <p>URCA requires electricity service providers to set a basic tariff rate that is accessible and affordable for all persons. Electricity service providers are required to have tariff settings that ensure the accessibility by all to the monthly essential requirements of a household consumption.</p>		
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## PART 6: CONSUMER COMPLAINTS HANDLING

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
<p><b>6.4 Complaint Management Processes</b></p> <p>6.4.5 A Service Provider shall advise Consumers of the proposed Resolution of their Complaint within thirty (30) Business Days from the date the Complaint is received.</p> <p>6.4.6 Where a Service Provider has not resolved a Complaint within thirty (30) Business Days, the Service Provider shall immediately escalate the Complaint to URCA.</p> <p>6.4.9 In the event that a Service Provider has not resolved a Complaint to</p>	<p><b>6.4 Complaint Management Processes</b></p> <p>6.4.5 <i>A Service Provider shall advise Consumers of the proposed Resolution of their Complaint within fourteen (14) calendar days, from the date the Complaint is received.</i></p> <p>6.4.6 <i>Where a Service Provider has not resolved a Complaint within fourteen (14) calendar days, the Service Provider shall immediately escalate the Complaint to URCA.</i></p> <p>6.4.9 <i>In the event that a Service Provider has not resolved a Complaint to the Consumer's satisfaction,</i></p>	<p>Prior to the proposed amendments, a Service Provider was required to resolve a Complaint within thirty (30) business days and/or escalate the Complaint to URCA. URCA considered such timeframe to have rendered any potential remedy to the Consumer ineffectual and therefore proposes to reduce the timeframe to fourteen (14) calendar days.</p> <p>URCA holds the view that all Consumer complaints should be resolved within the shortest time period possible thereby minimizing any adverse impact to the Consumer.</p> <p>URCA believes that the shorter time frame will not only result in a quicker resolution of a matter but will also provide a</p>	<p>(a) Do you agree with URCA's proposals as presented in Part 6 of its proposed Consumer Protection Regulations to shorten the time limits within which Service Providers are advise and resolve Complaints lodged by Consumers? If not, kindly provide your reason(s).</p> <p>(b) Should any other provision be included or removed within this Part? If your response is yes, kindly provide your reason(s).</p>	

<p>the Consumer's satisfaction, including use of any escalation process, within thirty (30) Business Days of receiving the Complaint, the Service Provider shall inform the Consumer that the Consumer may refer the Complaint to URCA.</p>	<p><i>including use of any escalation process, within fourteen (14) calendar days of receiving the Complaint, the Service Provider shall inform the Consumer that the Consumer may refer the Complaint to URCA.</i></p>	<p>prompt referral of the matter to URCA in the event the consumer is not satisfied with the resolution provided by the Service Provider.</p>		
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## PART 10: MONITORING, REVIEW AND AMENDMENTS BY URCA

Existing Regulations	URCA's Proposed Amendments	URCA's Justification	Consultation Questions	Response to Consultation Questions
<p><b>10.4 Amendment of the Regulations</b></p> <p>10.4.1 As a result of a review of these Regulations, URCA may propose amendment to the Regulations. URCA will have the final responsibility for amendments to the Regulations as part of its duties under section 45(2) of the Communications Act.</p>	<p><b>10.4 Amendment of the Regulations</b></p> <p><i>10.4.1 As a result of a review of these Regulations, URCA may propose amendment to the Regulations. URCA will have the final responsibility for amendments to the Regulations as part of its duties under section 45(2) of the Communications Act and section 40(2) of the Electricity Act.</i></p>	<p>URCA's proposed amendments to Part 10 of the Regulations include the relevant legislative provisions for the electricity sector.</p>	<p>(a) Do you agree with URCA's proposals as presented in Part 10 of its proposed Consumer Protection Regulations? If not, kindly provide your reason(s).</p> <p>(b) Should any other provision be included or removed within this Part? If your response is yes, kindly provide your reason(s).</p>	
<p><b>10.8 Investigations, Complaints Handling and Sanctions by URCA</b></p> <p>10.8.4 Continuing or repeated breaches of these Regulations by a Service Provider shall be reviewed by URCA to</p>	<p><b>10.8 Investigations, Complaints Handling and Sanctions by URCA</b></p> <p><i>10.8.4 Continuing or repeated breaches of these Regulations by a Service Provider shall be reviewed by URCA to determine if such</i></p>			

<p>determine if such breaches constitute a breach of the Service Provider's applicable Licence Conditions warranting regulatory action to be taken by URCA against the Service Provider. The possible sanctions available to URCA include a decision to:</p> <ul style="list-style-type: none"> <li>a. Issue an order under section 95 of the Communications Act;</li> <li>b. Issue a determination pursuant to section 99 of the Communications Act;</li> <li>c. Impose a financial penalty under section 109 of the Communications Act; and</li> <li>d. Suspend or revoke the Service Provider's licence under section 109 of the Communications Act.</li> </ul>	<p><i>breaches constitute a breach of the Service Provider's applicable Licence Conditions warranting regulatory action to be taken by URCA against the Service Provider. The possible sanctions available to URCA include a decision to:</i></p> <ul style="list-style-type: none"> <li><i>a. Issue an order under section 95 of the Communications Act or section 63 of the Electricity Act;</i></li> <li><i>b. Issue a determination pursuant to section 99 of the Communications Act or section 64 of the Electricity Act;</i></li> <li><i>c. Impose a financial penalty under section 109 of the Communications Act or section 72 of the Electricity Act; and</i></li> <li><i>d. Suspend or revoke the Service Provider's licence under section 109(2) of the Communications Act or section 72(2) of the Electricity Act.</i></li> </ul>			
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<p><b>10.9 Appeals Process</b></p> <p>10.9.1 If a decision by URCA arising from a Consumer or industry Complaint is not accepted by a party to the decision, that party will have the right to appeal the decision to the Utilities Appeal Tribunal pursuant to Part XVIII of the Communications Act, in accordance with the practices and procedures described therein.</p>	<p><b>10.9 Appeals Process</b></p> <p><i>10.9.1 If a decision by URCA arising from a Consumer or industry Complaint is not accepted by a party to the decision, that party will have the right to appeal the decision to the Utilities Appeal Tribunal pursuant to Part XVIII of the Communications Act or Part XIV of the Electricity Act, in accordance with the practices and procedures described therein.</i></p>			
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## ANNEX B: PROPOSED CUSTOMER QUALITY OF SERVICE STANDARDS FOR THE ELECTRONIC COMMUNICATIONS SECTOR

In this Part URCA sets out the proposed amendments to the Customer Quality of Service Standards which will apply to Service Providers that have been determined to have SMP in the provision of fixed voice, high speed data services connectivity, mobile voice and mobile data services and pay TV services. These new targets proposed by URCA are aimed at ensuring that Service Providers provide better customer quality and efficiency to consumers and helps to define what consumers can expect from a service and how it should be delivered by a Service Provider in terms of timeliness, accuracy and suitability.

Customer Quality of Service Standards	Existing Target	URCA's Proposed Target	URCA	Consultation Questions	Response to Consultation Questions
<p><b>APPROVAL OF APPLICATION FOR SERVICE</b></p> <p>This Standard refers to the time it should take for a Service Provider to approve a completed application for service, from the date of submission of the application through to the applicant's payment of a security deposit and (if necessary) the Service Provider completing a customer credit verification process and confirming for itself whether the relevant service is available in the applicant's area.</p>	<p>No more than two (2) Business Days.</p>	<p><i>No proposed target for this Customer Quality of Service Standard.</i></p>			

<p><b>SERVICE ACTIVATION AFTER APPROVAL</b></p> <p>This Standard refers to the time it should take between approval of an application for service and the actual provision of the service.</p>	<p><b><u>Fixed Voice</u></b></p> <p>Customers in New Providence and Grand Bahama – No more than five (5) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than six (6) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p> <p><b><u>Mobile Voice and Mobile Data</u></b></p> <p>No more than one (1) working hours for Customers in all islands.</p> <p><b><u>High Speed Data Services and Connectivity</u></b></p> <p>Customers in New Providence and Grand Bahama – No more than</p>	<p><b><u>Fixed Voice</u></b></p> <p><i>Customers in New Providence and Grand Bahama – No more than <b>two (2)</b> Business Days.</i></p> <p><i>Customers in Abaco, Eleuthera, Exuma and Andros – No more than <b>four (4)</b> Business Days.</i></p> <p><i>Customers in all other islands – No more than <b>six (6)</b> Business Days.</i></p> <p><b><u>Mobile Voice and Mobile Data</u></b></p> <p><i>No more than one (1) working hours for Customers in all islands.</i></p> <p><b><u>High Speed Data Services and Connectivity</u></b></p> <p><i>Customers in New Providence and Grand Bahama – No more than</i></p>	<p>URCA has proposed new targets for this standard which will allow customers on the various Family islands to receive services within the shortest time possible after having received approval of an application by a Service Provider.</p>	<p>(a) Do you agree with URCA's proposal to shorten the timeframe it should take between approval of an application for service and the actual provision of the service for Fixed Voice, High speed Data services and connectivity and Pay TV? If not, kindly provide your reason(s).</p>	
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	<p>five (5) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than six (6) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p> <p><b><u>Pay TV</u></b></p> <p>Customers in New Providence and Grand Bahama – No more than five (5) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than seven (7) Business Days.</p> <p>Customers in all other islands – No more than ten (10) Business Days.</p>	<p><b>two (2) Business Days.</b></p> <p><i>Customers in Abaco, Eleuthera, Exuma and Andros – No more than <b>three (3) Business Days.</b></i></p> <p><i>Customers in all other islands – No more than <b>five (5) Business Days.</b></i></p> <p><b><u>Pay TV</u></b></p> <p><i>Customers in New Providence and Grand Bahama – No more than <b>three (3) Business Days.</b></i></p> <p><i>Customers in Abaco, Eleuthera, Exuma and Andros – No more than <b>five (5) Business Days.</b></i></p> <p><i>Customers in all other islands – No more than <b>six (6) Business Days.</b></i></p>			
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<p><b>CUSTOMER SCHEDULED APPOINTMENTS</b></p> <p>Customer Scheduled Appointments are scheduled pre-arranged visits by a Service Provider’s representatives to install a service, correct faults on the Service Provider’s network up to and including the network interface device, where access to the Customer’s premises is necessary but restricted.</p>	<p>All customer appointments should be honored provided that the customer also honors the scheduled appointment time. A Service Provider may reschedule an appointment by first notifying the Customer at least four (4) working hours prior to the scheduled appointment.</p>	<p><i>No proposed target for this Customer Quality of Service Standard.</i></p>			
<p><b>RESPONSE TO CUSTOMER COMPLAINTS</b></p> <p>This Standard refers to the timeframe for a Service Provider to acknowledge a Customer’s complaint relating to Billing, network malfunctions, and quality of service or similar issues.</p>	<p>All complaints are to be acknowledge in writing within five (5) Business Days of receipt.</p>	<p><i>No proposed target for this Customer Quality of Service Standard.</i></p>			

<p><b>CONSUMER COMPLAINT RESOLUTIONS</b></p> <p>This refers to the time-period for a Service Provider to resolve Complaints received from Consumers.</p>	<p>All complaints are to be resolved within thirty (30) Business Days of receipt.</p>	<p><i>All complaints are to be resolved within <b>fourteen (14)</b> Business Days of receipt.</i></p>	<p>URCA considers the timeframe of thirty (30) business days in which a complaint must be resolved by a Service Provider to be lengthy and therefore has reduced the timeframe to fourteen (14) business days in order to provide a more timely resolution of a consumer's complaint.</p>	<p>(b) Do you agree with URCA's proposal shorten the timeframe for the resolution of Consumer complaints? If not, kindly provide your reason(s).</p>	
<p><b>REPEATED LOSS OF SERVICE</b></p> <p>This Standard refers to the recurrence of a fault of the same nature within thirty (30) calendar days of occurrence of the original fault on the Service Provider's network.</p> <p>The cause of the repeated loss of service must be solely attributable to the faults on the Service Provider's network.</p>	<p>Faults should not reoccur within thirty (30) calendar days of repair of first incident of loss of service.</p>	<p><i>Faults should not reoccur within <b>fourteen (14)</b> calendar days of repair of first incident of loss of service.</i></p>	<p>URCA considers the timeframe of thirty (30) calendar days in which a complaint must be resolved to be lengthy and therefore has reduced the timeframe to fourteen (14) calendar days. This will require Service Providers to act swift in repairing services.</p>	<p>(c) Do you agree with URCA's proposal to shorten the timeframe within which repeated loss of service should occur? If not, kindly provide your reason(s).</p>	

<p><b>FAULT REPAIR TIME</b></p> <p>Fault Repair Time is the difference between the time a Service Provider receives a fault report and the time at which service is fully restored.</p>	<p>Customers in New Providence and Grand Bahama – No more than three (3) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than four (4) Business Days.</p> <p>Customers in all other islands – No more than five (5) Business Days.</p>	<p><i>No proposed amended target for this Customer Quality of Service Standard.</i></p>			
<p><b>WRONGFUL DISCONNECTION</b></p> <p>This Standard refers to situations where customers are deprived of service due to system errors by the Service Provider.</p> <p>This Standard is not applicable where disconnection occurs as a result of an overdue amount, specifically the Service Provider’s non-acknowledgement of payment.</p>	<p>Reconnection within four (4) working hours of notification.</p>	<p><i>Reconnection within <b>two (2)</b> working hours of notification.</i></p>	<p>URCA has proposed a reduced timeframe of two (2) working hours of notification where wrongful disconnection occurs. URCA considers the previous target of four (4) hours to be an extensive period for consumers to be deprived of service due to system errors by a Service Provider.</p>	<p>(d) Do you agree with URCA’s proposal that where a disconnection occurs due to system errors by the Service Provider, reconnection should take place within two (2) working hours of notification? If not, kindly provide your reason(s).</p>	

<p><b>RECONNECTION AFTER DISCONNECTION FOR NON-PAYMENT</b></p> <p>This Standard refers to the timely reconnection of a Customer's Service after payment of an overdue amount following notification of the payment to the Service Provider, where appropriate, and the Service Providers' acknowledgement of receipt of payment.</p>	<p>Reconnection of the Service should occur within eight (8) working hours of acknowledgment of payment.</p>	<p><i>Reconnection of the Service should occur within <b>four (4)</b> working hours of acknowledgment of payment.</i></p>	<p>URCA has proposed a reduced timeframe of four (4) hours for reconnection of customer services. URCA considers such period to be appropriate for a Service Provider to provide timely reconnection to a customer's service.</p>	<p>(e) Do you agree with URCA's proposal to shorten the timeframe for reconnection of services after disconnection for non-payment? If not, kindly provide your reason(s).</p>	
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## ANNEX C: PROPOSED CUSTOMER QUALITY OF SERVICE STANDARDS FOR THE ELECTRICITY SECTOR

In this Part URCA sets out the proposed amendments to the Customer Quality of Service Standards which apply to all Electricity Service Suppliers and seek to ensure that the quality of service and supply meets the minimal requirements in keeping with best practices.

It should be noted that URCA has where necessary, simplified the Customer Quality of Service Standard.

Customer Quality of Service Standard	Simplified Customer Quality of Service Standard	URCA's Proposed Target	Consultation Questions	Response to Consultation Questions
Service Activation or Transfer of Service (Removal of Disconnect Lock/Seal or Setting of Socket Meter in Existing Energized Service Location following completion of application by the consumer and payment of the security deposit)	The connection of supply at a premises that already has all of the utilities supply infrastructure available to it	Within 5 working days	(a) Do you agree with URCA's proposed target for service activation or transfer of service? If not, kindly provide your reason(s).	
Simple Service Connection (Final Connection to Existing Overhead Infrastructure within 60 feet/under 60 amps)	The connection of an overhead service line within 60 feet (service mask from the premises is 60 feet or less from the nearest low voltage termination point)	No charge for service connection. Within 5 working days.	(b) Do you agree with URCA's proposed target for simple service connection? If not, kindly provide your reason(s).	

<p>Simple Service Connection (Final Connection to Existing Underground Infrastructure where service pillars or pad mounted transformers exist)</p>	<p>The connection of an underground infrastructure within 60 feet or less ( where the existing low voltage supply is already in place)</p>	<p>Customer Cost Estimate within 10 working days. Connection within 21 working days following full payment.</p>	<p>(c) Do you agree with URCA’s proposed targets for simple service connection? If not, kindly provide your reason(s).</p>	
<p>Complex Service Connection (Connections beyond 60 feet requiring service extensions)</p>	<p>Whether overhead or underground beyond 60 feet (where the existing low voltage supply is already in place)</p>	<p>Customer Cost Estimate within 21 working days following receipt of all required information needed for design.  Connection within 45 working days following full payment</p>	<p>(d) Do you agree with URCA’s proposed targets for complex service connection (connections beyond 60 feet requiring service extension)? If not, kindly provide your reason(s).</p>	
<p>Complex Service Connection (Connections requiring system reinforcements)</p>	<p>Where an extension to the distribution network is required before a low voltage connection can be made</p>	<p>Customer Cost Estimate within 45 working days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.</p>	<p>(e) Do you agree with URCA’s proposed target for complex service connection (connections requiring system reinforcements)? If not, kindly provide your reason(s).</p>	

<p>Complex Service Connection – Developments, Subdivisions or projects requiring site visits</p>	<p>Where the distribution network development to accommodate multiple consumers is required before the required low voltage connection can be made</p>	<p>Customer Cost Estimate within 60 working days following receipt of all required information needed for design. Connection dependent on works required to accommodate new loading.</p>	<p>(f) Do you agree with URCA’s proposed target for complex service connection-developments, subdivisions or projects requiring site visits? If not, kindly provide your reason(s).</p>	
<p>Meter Reading (Frequency of Meter Reading)</p>	<p>Residential consumers –meter must be read once in three (3) months (no more than two consecutive estimated bills) Commercial consumer- must be read once every two (2) months (no more than one estimated bill)</p>	<p>100% of Residential Consumer Meters read every 3 months. 100% of Commercial Consumer meters read every 2 months.</p>	<p>(g) Do you agree with URCA’s proposed targets for meter reading in regards to residential and commercial consumers? If not, kindly provide your reason(s).</p>	
<p>Billing Period (Period between two meter readings whether actual or estimated)</p>	<p>The start and stop date on a consumer’s bill. The beginning and end day for billing cannot not be no more than 33 days</p>	<p>95% of Consumers in the Billing Period shall be invoiced for no more than 33 days.</p>	<p>(h) Do you agree with URCA’s proposed target within which Consumers should be invoiced? If not, kindly provide our reason(s).</p>	

Reconnection after disconnection for non-payment – Once payment is received in full for arrears on the account and consumer requests reconnection from the Credit and Collections Department CSR	Once bill is paid in full reconnection should take place within two (2) business days	Within 2 business days after required payment received by BPL.	(i) Do you agree with URCA’s proposed target within which Consumers should be reconnected? If not, kindly provide your reason(s).	
Wrongful Disconnection – Reconnection of a consumer account that was disconnected in error (i.e. customer not eligible for disconnection)	Once notified that a consumer has been disconnection reconnection must take place within six (6) working hours of notification	Reconnection within 6 working hours of notification by the consumer and verification by BPL.	(j) Do you agree with URCA’s proposed target where a Consumer account has been disconnected in error? If not, provide your reason(s).	
Outage Notices	Where outages are planned outages two (2) days notice is required	All Planned Outages announced via the local media 48 hours in advance of scheduled works.	(k) Do you agree with URCA’s proposed target for the announcement of all planned outages? If not, kindly provide your reason(s).	
Trouble Call Dispatched to 24 Hour Service Crews	<i>No simplification required</i>	Within 24 hours of receipt of verified trouble call unless specific arrangements are made with the consumer to address otherwise.	(l) Do you agree with URCA’s proposed target where a trouble call has been dispatched to 24 hour service crews? If not, kindly provide your reason(s).	

Voltage Complaints – Resolution of High/Low Voltage complaint	<i>No simplification required</i>	<p>Visit within 24 hours, resolved where possible during this visit.</p> <p>For issues requiring system changes – assessment within 5 working days.</p> <p>Resolution within 30 Days.</p>	(m) Do you agree with URCA’s proposed target in relation to the resolution of high voltage complaints? If not, kindly provide your reason(s).	
Billing Complaints	<i>No simplification required</i>	<p>Acknowledgement within 5 days.</p> <p>Response within 15 days to advise resolution or whether additional testing/investigation is required.</p>	(n) Do you agree with URCA’s proposed target as it relates to the acknowledgement of billing complaints? If not, kindly provide your reason(s).	
Fault Repair – On a single consumer service (after review by Emergency Services and call passed for further action)	<i>No simplification required</i>	Within 12 hours	(o) Do you agree with URCA’s proposed target in relation to fault repair? If not, kindly provide your reason(s).	
Fault Repair System – Time to restore supply to multiple	<i>No simplification required</i>	Within 24 hours	(p) Do you agree with URCA’s proposed target in relation	

consumers affected by a Distribution System Fault			to the restoration of a fault repair system? If not, kindly provide your reason(s).	
Response to Consumer Claims for Damage (Acknowledgement)	<i>No simplification required</i>	Acknowledgement returned to consumer on completed submission within 5 working days.	(q) Do you agree with URCA's proposed target in relation to the acknowledgments to Consumer claims for damage? If not, kindly provide your reason(s).	
Response to Consumer Claims for Damage (Resolution)	<i>No simplification required</i>	Review completed and initial response provided within 2 months of receipt of the completed consumer claim.	(r) Do you agree with URCA's proposed target in relation to the response time to Consumer claims for damage? If not, kindly provide your reason(s).	

## ANNEX D: GUARANTEED STANDARD OF SERVICE FOR ELECTRICITY SECTOR

All payments would require a customer application, and amounts would be credited to the customer accounts and not paid in cash. Additional Guaranteed Standards may be added following the roll out of reliability improvement initiatives and technology enhancements over the next 3-5 years.

Customer Quality of Service Standards	URCA's Proposed Target	URCA's Proposed Compensation	Consultation Question	Response to Consultation Question
Service Activation or Transfer of Service (Removal of Disconnect Lock/Seal or Setting of Socket Meter in Existing Energized Service Location following completion of application by the consumer and payment of the security deposit)	5 Working Days	B\$10.00	(a) Do you agree with URCA's proposed compensation for service activation or transfer of service? If not, kindly provide your reason(s).	
Reconnection after disconnection for non-payment – Once payment is received in full for arrears on the account and consumer requests reconnection from the Credit and Collections Department CSR	2 Working Days	Refund of the Reconnection Fee	(b) Do you agree with URCA's proposed compensation where reconnection occurs after disconnection for non-payment? If not, kindly provide your reason(s).	
Wrongful Disconnection – Reconnection of a consumer account that was disconnected in error (i.e. customer not eligible for disconnection)	1 Working Day	B\$20.00 applied to the customer's account during the next billing cycle.	(c) Do you agree with URCA's proposed compensation where reconnection occurs after wrongful disconnection? If not, please provide your reason(s).	

## Index of Other Charges

Service	Proposed Charge or Fee (B\$)	Consultation Questions	Response to Consultation Question
Replacement of Consumer Fees	B\$5.00	(d) Do you agree with the proposed charge for the replacement of Consumer Fees? If not, kindly provide your reason(s).	
Special Meter Reads	B\$5.00	(e) Do you agree with the proposed charge for special meter reads? If not, kindly provide your reason(s).	
Check Read	B\$5.00	(f) Do you agree with the proposed charge for check read? If not, kindly provide your reason(s).	
Temporary Disconnection of the Supply (at the consumer's request)	B\$15.00	(g) Do you agree with the proposed charge for temporary disconnection of supply at the consumer's request? If not, kindly provide your reason(s).	
Follow Up Inspection of Installation Completed by Contractor after failing initial (free) site visit	B\$25.00	(h) Do you agree with the proposed charge for follow inspection of installation completed by contractors after failing initial (free) site visit? If not, kindly provide your reason(s).	

Testing of Meter due to High/Low Consumption Complaint where no defect is found in the meter	B\$15.00	(i) Do you agree with the proposed charge for the testing of meter due to high/low consumption complaint where no defect is found in the meter? If not, kindly provide your reason(s).	
Testing of Meter due to High/Low Consumption Complaint where the meter is deemed defective or the % error of the meter or metering installation exceeds 2.5%	If the challenged meter is found to be incorrect, credit of these charges will be given to the consumer, otherwise the charge of B\$25.00 will be forfeited.	(j) Do you agree with the proposed charge for testing of a meter due to high/low consumption complaint where the meter is deemed defective or the % error of the meter or metering installation exceeds 2.5%? If not, kindly provide your reason(s).	
Late Payment Fee	2% of the outstanding amount subject to a B\$5.00 Minimum Charge.	(k) Do you agree with the proposed charge where there is late payment? If not, kindly provide your reason(s).	
Disconnection Fee- Residential	B\$10.00	(l) Do you agree with the proposed disconnection charge to residential customers? If not, kindly provide your reason(s).	
Disconnection Fee- Commercial	B\$15.00	(m) Do you agree with the proposed disconnection charge to commercial customers? If not, kindly provide your reason(s).	

Reconnection Fee	B\$20.00	(n) Do you agree with the proposed charge for reconnection? If not, kindly provide your reason(s).	
Returned Cheque Fee	B\$15.00	(o) Do you agree with the proposed charge for a returned cheque? If not, kindly provide your reason(s).	
Trimming of trees within a consumer's property which the consumer fails to keep clear of overhead lines or services.	B\$75.00/hr- with consumer responsible for removal of debris.  B\$115.00/hr- with BPL responsible for removal of debris.	(p) Do you agree with the proposed charge for trimming of trees within a consumer's property which the consumer fails to keep clear of overhead lines or services? If not, kindly provide your reason(s).	