



# **CONSUMER PROTECTION REGULATIONS FOR THE ELECTRICITY SECTOR IN THE BAHAMAS**

## **CONSULTATION DOCUMENT**

**ES 11/2020**

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# 1 Introduction

The Utilities Regulation and Competition Authority ('URCA') is the independent regulator and competition authority for the Electricity Sector (ES) in The Bahamas. URCA is responsible for the licensing of all generation, transmission, distribution and supply of electricity within, into, from or through The Bahamas. URCA regulates the ES through the Electricity Act, 2015 (EA), which includes, inter alia, the functions and powers to issue regulatory and other measures to regulate the sector.

URCA issues this consultation document on the draft Consumer Protection Regulations for the Electricity Sector in The Bahamas ('the Draft Regulations'). URCA proposes to apply the Draft Regulations to licensees who have been issued a Public Electricity Suppliers Licence (PESL) or an Authorised Public Electricity Suppliers Licence (APESL). The objectives of the Draft Regulations include, but are not limited to, the following:

- to provide guidelines relating to specific practices of the mentioned licensees, including contract terms, billings and complaints handling;
- outline the obligations and responsibilities that are conferred on consumers when utilising electricity supply services provided by licensees;
- propose a series of reporting requirements on the licensees so that URCA can survey the effectiveness of the ES Consumer Protection Regulations when implemented, and take appropriate action to address any deficiencies consequential to their application in the ES.

URCA considers the proposed regulatory measures to be of public significance with the potential to affect members of the public, licensees and other stakeholders throughout The Bahamas in different ways. Therefore, pursuant to section 41(2) of the EA, URCA issues this consultation document to afford persons with sufficient interest or who are likely to be affected by the outcome of the measures an opportunity to comment on the Draft Regulations.

## 1.1 Background

Section 40 of the EA requires BPL and every public electricity supplier to develop an URCA-approved Consumer Protection Plan (CPP) proposing standards for the protection of its electricity consumers. In 2019, URCA approved the CPP<sup>1</sup> submitted by BPL who was the only existing PESL at that time. As with other regulatory measures of public significance, the CPP went through the consultation process allowing the general public, interested parties and stakeholders to comment. The BPL CPP provides a level of consumer protection that is specific between BPL and its customers. However, while the CPPs developed by licensees should operate, where appropriate, in tandem with the Consumer Protection Regulations issued by URCA, the EA requires URCA to ensure consumer protection and to support the appropriate billing, credit and collection practices for the ES as a whole. As such, URCA

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<sup>1</sup> <https://www.urcabahamas.bs/urca-approves-bpl-consumer-protection-plan/>

considers that the Consumer Protection Regulations for the Electricity Sector would further a principal objective of the Electricity Sector Policy under the EA for the provision of safe, least-cost, reliable and environmentally sustainable electricity throughout The Bahamas.

On 14 February 2020, URCA published the Consumer Protection (Amendment) Regulations Consultation Document – URCA 01/2020<sup>2</sup> for public consultation that proposed amendments to the Consumer Protection Regulations – ECS 19/2013.<sup>3</sup> The Consultation Document proposed consolidated consumer protection regulations for the Electronic Communications Sector and the Electricity Sector. URCA invited written comments and submissions from members of the public, licensees and interested parties on the issues contained in that Consultation Document to be submitted to URCA by 29 May 2020.

URCA received comments from the following Cable Bahamas Limited (CBL), Be Aliv Limited (Aliv), Bahamas Telecommunication Company Limited (BTC) and Bahamas Power and Light Company Limited (BPL). Pursuant to section 9(1)(b) of the URCA Act, URCA gave due consideration to comments by members of the public, licensees and interested parties prior to introducing any regulatory measure of public significance. All Respondents to that Consultation Document objected to the consolidation of consumer protection regulations for the ECS and ES and provided what URCA considers to be cogent reasoning in support of such objections. Having regard to the responses, URCA discontinued the public consultation on the Consumer Protection (Amendment) Regulations. URCA then decided to have separate consumer protection regulations for the ECS and ES and to consult on the regulations for each sector individually.

URCA now issues this Consumer Protection Regulations document for the Electricity Sector in The Bahamas for public consultation.

## **1.2 Structure of this Document**

The remainder of this consultation document is structured as follows:

- Section 1: Continues by outlining, *inter alia*, how persons may respond to and participate in this consultation process;
- Section 2: Outlines the legal basis and framework under which URCA is conducting this consultation process;
- Section 3: Outlines the objectives of this Consultation;

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<sup>2</sup> <https://www.urcabahamas.bs/wp-content/uploads/2020/02/CONSUMER-PROTECTION-AMENDMENTS-REGULATIONS.pdf>

<sup>3</sup> <https://www.urcabahamas.bs/wp-content/uploads/2017/02/ECS-19-2013-Consumer-Protection-Regulations-1.pdf>

- Section 4: Outlines the next steps;
- Section 5: Annex A Provides Draft Electricity Sector Consumer Protection Regulations proposed by URCA;
- Section 6: Customer's Quality of Service;
- Section 7: Annex B Provides summary of questions raised under this Consultation document.

### 1.3 How to Respond to this Consultation

URCA invites written comments and submissions from members of the public, licensees and interested parties on the issues raised in this consultation document. Comments and submissions can be shared on any aspect of this consultation document, and in so far as it is possible, each section has been numbered to facilitate easy reference. Persons may deliver their written comments or submissions to URCA's Director of Utilities and Energy either:

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

All comments and submissions to this consultation document should be **submitted on or before 28<sup>th</sup> October 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 or other address of respondent;
- Response to Question 1;
- Response to Question 2, etc.; and
- Any other matters that you believe URCA should consider under the instant Consultation process.

The questions asked in this consultation document have also been listed at Annex B for ease of reference.

### 1.4 Confidentiality

URCA considers that, as a matter of transparency and good regulatory practice, it is important for the public and interested parties to this consultation process to have sight of the views and positions

expressed by all Respondents. As such, as soon as reasonably practicable after the close of the response date for this consultation, URCA intends to publish all responses on the URCA website at [www.urcabahamas.bs](http://www.urcabahamas.bs).

However, URCA may treat as responses that are clearly marked (in part or full) as being confidential. An explanation should be provided to justify any information that is submitted on a confidential basis. In such circumstances, a redacted version should also be submitted to URCA. URCA has the sole discretion to determine whether to publish any submission marked as confidential.



## 2 Legal, Policy and Licencing Framework for Consumer Protection Regulations

### 2.1 The Electricity Act 2015

The Electricity Act empowers URCA as the Regulator for the ES in The Bahamas, with implementing the ES policy, enforcing provisions of the Electricity Act and enforcing licensee's licence conditions.

Section 6(1) of the Electricity Act establishes that *"the main goal and objective of the electricity sector policy shall be the creation of a regime for the supply of safe, least cost, reliable and environmentally sustainable electricity throughout The Bahamas"*.

Section 6(2) (l) provides that:

*"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 –*

*Provision of a regulatory structure that balances the interests of and affords opportunity for input from all stakeholders, honours contractual commitments and encourages investment."*

Section 37(1) 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."*

Section 40(8) provides that *"URCA may issue regulatory or other measures relating to the protection of consumers, including measures regulating –*

*(c) the handling of complaints by persons who are consumers in the market for services and ancillary equipment; and*

*(d) any other matter URCA deems necessary for securing effective protection of persons who are in the market served by public electricity suppliers and electricity supply systems."*

Section 41 (2) of the EA provides that URCA:

- (a) Allow persons with sufficient interest a reasonable opportunity to comment on proposed regulatory or other measures which in the opinion of URCA, are of public significance;

- (b) Accept as having sufficient interest for the purpose of paragraph (a) persons whose rights or interest may be materially adversely affected or prejudiced by the proposed regulatory and or measures; and
- (c) Give due consideration to the comments of persons having sufficient interest prior to introducing the regulatory and other measures concerned.

Section 42 of the EA outlines what makes a regulatory or other measure one of public significance duty to consult and provides:

- (1) A regulatory or other measure is likely to be of public significance where it relates to electricity supply systems or services, energy efficiency programmes, or renewable energy resources and can lead to one or more of the following-
  - (a) A major change in the activities carried on by URCA under this Act;
  - (b) A significant impact on persons carrying on activities in areas regulated by URCA under this Act; and
  - (c) A significant impact on the general public in The Bahamas.

## **2.2 The National Energy Plan**

As referenced above the Electricity Act establishes that URCA's primary role is the Regulation of the electricity sector in accordance with the goals, objectives and principles underpinning the national energy and electricity sector policies. In 2013, the Government of The Bahamas issued its National Energy Plan (NEP) 2013-2033 with the targeted objective of developing "A modern, diversified and efficient energy sector providing Bahamians with affordable energy supplies, and long term energy security towards enhancing international competitiveness and sustainable prosperity".

The NEP goes on to set out its strategic framework which identifies the following six key areas:

1. Security of energy supply through diversification of fuel;
2. Modernising the country's energy infrastructure;
3. Development of renewable energy sources such as solar, ocean energy, biofuels, waste-to-energy and wind
4. Energy conservation and efficiency;
5. Development of a comprehensive governance/regulatory framework to effectively support the advancement of the energy sector to be effectively able to facilitate the introduction of renewables and the diversification of fuels; and
6. Eco-efficiency in the manufacturing, agricultural and tourism sectors and government as leaders in energy conservation and the use of renewable energy.

## 2.3 The Licence Condition

Condition 27 of the APESL<sup>4</sup> and Condition 28 of the PESL<sup>5</sup> imposes consumer protection obligations on authorized public electricity supplier licensees and public electricity supplier licensees, respectively.

Condition 27 of the APESL provides that:

- 27.1 *“The Licensee shall submit to URCA for approval ... a Consumer Protection Plan”;*
- 27.2 *“The Consumer Protection Plan shall include all of the requirements under section 40(2) of the Act and the Licensee shall from time to time revise its Consumer Protection Plan as required by URCA”.*

Condition 28 of the PESL provides that:

- 28.1 *“The Licensee shall implement a Consumer Protection Plan approved by URCA.”*
- 28.2 *“The Consumer Protection Plan shall include all of the requirements under section 40(2) of the Act and the Licensee shall from time to time revise its Consumer Protection Plan as required by URCA.”*

## 2.4 The Consumer Protection Act, 2006

URCA recognizes that the Consumer Protection Act, 2006 (‘the CPA’) provides for the protection of consumers in The Bahamas generally and came into effect on 1 July 2006. While the CPA is of general application and therefore applies to the ES, URCA is of the opinion that sector specific regulations are required to augment the protections provided by the CPA.

Notably, the URCA Consumer Protection Regulations will apply specifically to the ES in The Bahamas and will not limit or exclude any legal rights or remedies a consumer may have under the CPA or any other relevant law for the time being in force in The Bahamas.

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<sup>4</sup> See Annex B of ES 05/2017 found on URCA’s website at [www.urcabahamas.bs](http://www.urcabahamas.bs).

<sup>5</sup> See Annex A of ES 05/2017 found on URCA’s website at [www.urcabahamas.bs](http://www.urcabahamas.bs).

### **3 Objectives of this Public Consultation**

URCA is seeking views from members of the public, licensees and interested parties in relation to establishing Consumer Protection Regulations that set out the minimum standards of service a consumer can expect from Service Providers in the Electricity Sector.

#### **3.1 Justification for the URCA Consumer Protection Regulations for the ES in The Bahamas**

Despite the existence of an ES Licensee CPP, URCA believes that the regulatory framework for consumer protection is needed to establish minimum standards of service a Service Provider should offer the consumer in the Electricity Sector. The Draft Regulations cover a wider range of subject areas than the CPP and endeavour to anticipate most issues a consumer is likely to face in the Bahamian ES. In developing these Draft Regulations, URCA has considered the need to provide consumers with clear guidelines regarding the way they can expect to be treated by service providers and what consumers should do if they feel that these expectations have not been met. Notwithstanding this, URCA is also cognizant of the need for regulatory measures to be proportionate to their purpose and not to place any unnecessary burden on licensees in their provision of electricity services to consumers.

#### **3.2 Developing a Consumer Protection Regulatory System for the ES in The Bahamas**

The Electricity Sector in The Bahamas is primarily vertically integrated and therefore consumers lack the option of alternative service providers. Consequently, regulatory intervention becomes necessary to provide consumers with adequate information and a structure which establishes the minimum standards they can expect from the Service Provider. URCA considers that this should enable the consumer to make informed choices and to protect them against substandard service quality.

Since URCA became the independent Regulatory body for the Electricity Sector in 2016, the electricity supply services in The Bahamas has been the source of much complaint. Since implementing its Consumer Complaint Handling Procedures in 2018, URCA has recorded considerable complaints relative to the ES. URCA also has anecdotal information regarding consumers who have expressed dissatisfaction with the quality of service, specifically as it relates to the responsiveness of licensees, compensation for damage to equipment and appliances and the level of customer care offered by Service Providers in general. The Consumer Protection Regulations

for the ES are designed to appropriately address these concerns and to achieve URCA's statutory objective of furthering the interests of consumers in The Bahamas.

In developing these Draft Regulations for the ES, URCA has done comparative reviews and analysis of consumer protection codes for the ES in the region<sup>6</sup>. Reviewing the regulations and consumer protection codes of other jurisdictions has enabled URCA to ascertain international best practice in each area. Having done so, URCA has developed for consultation what it considers to be appropriate consumer protection regulations for the ES in The Bahamas.

This Consultation therefore has the following as its core objectives:

- to establish the framework for ensuring that consumers of electricity supply services in The Bahamas benefit from the highest possible standards of service provided by licensees;
- to achieve the policy objectives in section of the Electricity Act to further the interest of consumers; and
- to promote a high level of consumer confidence in service delivery from those licensees who are subject to the Consumer Protection Regulations for the ES in The Bahamas.

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<sup>6</sup>These countries and organizations include the Cayman Islands Utility Regulation and Competition Office, Trinidad and Tobago Electricity Commission, and Barbados Fair Trading Commission.

## **4 Next Steps**

URCA will carefully consider all comments and submissions received within the prescribed timeline for responding to this consultation document. Subject to section 1.4 of this consultation document, all comments and submissions received within the prescribed timeline will be published on the URCA website. URCA intends to issue a Statement of Results and Final Decision to this consultation document within thirty (30) calendar days following the end of the consultation period unless extenuating circumstances dictate otherwise (in which case URCA will duly notify the public). URCA will give full reasons for its decisions.

# ANNEX A: Draft Electricity Sector Consumer Protection Regulations

## Part 1: Introduction

### Citation

These Regulations may be cited as the URCA Electricity Sector Consumer Protection Regulations, 2020.

### 1.1 Scope of Regulations

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 40(8) of the Electricity Act, 2015 (EA).

### 1.2 Application

1.2.1 These Regulations shall apply to all Licensees who have been issued by URCA any of the following Licences in accordance with the Electricity Act -

- i. Public Electricity Supplier Licence (PESL); or
- ii. Authorised Public Electricity Suppliers Licence (APESL);

### 1.3 Definitions

1.3.1 In these Regulations, any word or expression to which a meaning has been assigned in the Electricity Act has the meaning so assigned and, unless the context otherwise requires, the following terms will have the following meanings:

**Authorised Representative** means a person who has been given written permission by the Consumer to deal with the Service provider on behalf of the Consumer.

**Bill** means a written or electronic invoice from a Service Provider which advises a Customer of the money due in respect of services provided.

**Billed Charge** means a charge that is due for payment by a Customer in respect of Services and Products provided by a Service Provider.

**Billing** means any one, or a combination of, the following activities:

- (a) calculating and assembling charges incurred by a Customer during a Billing period;
- (b) applying any debits or credits outstanding or discounts due against the charges, and calculating the net amount payable by the Customer;
- (c) issuing and delivering Bills to the Billing address;
- (d) handling Billing Enquiries; and
- (e) receiving and receipting payments made by the Customer.

**Billing Address** means the Customer's nominated online account, electronic, physical, or postal address to which a Bill is sent.

**Billing Cycle** means the period of time covered by each Bill issued by the Service Provider, or as the context requires, the period of time covered by a particular Bill.

**Business Day** means any day on which a Service Provider's offices are open to the public for carrying out some or all of its business functions, excluding gazetted public holidays.

**Closed**, when used in connection with a Complaint, means that the Complaint is no longer open in the Service Provider's complaint management system and either:

- (a) the Resolution has been implemented and no further work is required by the Service Provider; or
- (b) the Service Provider is unable to resolve the Complaint and Part 6.4.9 or Part 6.5.1 apply and have been complied with.

**Complaint** means an expression of dissatisfaction made by a Consumer to a Service Provider in relation to its Services, Products or the Service Provider's complaints handling process, and to which the Consumer expects a response or Resolution from the Service Provider.

**Complaint Handling Process** means the process which the Services Provider offers the consumer for lodging complaints.

**Consumer** means:

- (a) a person who requests, receives, acquires, uses or subscribes to Services for the



- primary purpose of personal or domestic use and not for resale; or
- (b) a business or not-for-profit organisation which requests, receives, acquires, uses or subscribes to a Services for the primary purpose for the business or organisation use and not for resale.

**Consumer Protection Plan** means the plan submitted by the Service Provider in accordance with section 40(1) of the Electricity Act 2015

**Credit Management** means the process by which a Service Provider:

- (a) manages any credit risk to the Service Provider;
- (b) helps Customer to manage their expenditure on Services; and
- (c) collects outstanding debts from Customers.

**Customer** means a Consumer who has entered into a contract with a Service Provider.

**Customer Quality of Service** means the main parameters defined by URCA from time to time to measure the overall performance of electricity supply services including the 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 will be addressed by URCA in a separate document to be issued subsequent to these Regulations.

**Disconnection** means the termination by a Service Provider of a customer contract for a Service.

**Force Majeure** means an unforeseen or uncontrollable force or event outside the reasonable control of a party affected by that event, including but not limited to one or more of the following: fire, flood, earthquake, storm or other disturbance, whether caused by the elements, an act of God, war, strike, lockout, riot, explosion, insurrection, terrorism, governmental action or any exercise of emergency powers by any governmental authority.

**Mass media** means written, electronic or visual means used the Service Provider to communicate information to the general public.

**Offer** means a current, standard in-market plan containing pricing and non-price terms and conditions that are made by a Service Provider for the provision of Services and/or

Products, which is available to any individual Consumer or Consumers as a class.

**Product** means a physical item that is provided, or caused to be provided, by the Service Provider to a Customer and is required by the Customer to access or use the Service.

**Resolution** when used in connection with a Complaint, means the bringing of that Complaint to a conclusion in accordance with these Regulations.

**Security Deposit** means a sum of money paid by a Customer to a Service Provider;

- (a) for the purpose of securing the Customer's payment of Billed Charges in the event of non-payment; and
- (b) with the intention to returned to the Customer at the conclusion of the supply relationship with the Service Provider subject to the Customer's payment in full of all Billed (and other) charges.

**Services** means electricity supply services and includes, where the context so requires, Products.

**Service Provider** means a licensee holding a Public Electricity Supplier Licence or an Authorised Public Electricity Suppliers Licence.

**Suspension** means the temporary prevention of use of a Customer's Service by a Service Provider.

**Verbal Complaint** means a Complaint made by a Consumer in person or over the telephone.

**Vulnerable Customers** means electricity customers who require protection against disruption or termination of electricity supply due to low income, being of pensionable age, disability, chronic illness or other vulnerabilities.

## 1.4 Interpretation

1.4.1 In these Regulations, unless the contrary appears:

- (a) headings are for convenience only and do not affect interpretation;
- (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;

(c) words in the singular include the plural and vice versa;

(d) words importing persons include a body whether corporate, politic or otherwise;

(e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(f) mentioning anything after include, includes or including does not limit what else might be included;

(g) words and expressions which are not defined have the meanings given to them in the Electricity Act; and

(h) reference to a person shall include firms, companies, a person's executors, administrators, successors, agents, assignees and novatees.

## **1.5 Effect**

15.1 These Regulations shall have effect notwithstanding anything to the contrary in any contract between a Customer and a Service Provider.

15.2 Notwithstanding anything contained in these Regulations, nothing herein contained shall operate so as to limit or exclude, or is intended to operate so as to limit or exclude any legal rights or remedies of any Consumer or the access of any Consumer to the Courts or to any other appropriate dispute resolution forum.

15.3 Nothing in these Regulations shall remove or restrict the effect of or reliance on:

(a) any written law or approved regulatory measure that imposes on the Service Provider a duty stricter than that imposed under these Regulations; or

(b) any provisions of URCA approved Consumer Protection Plan which imposes a duty stricter than imposed under these Regulations; or

(c) any term in any contract between a Customer and a Service Provider to the extent that the term:

- (i) imposes a stricter duty on the Service Provider than that imposed under these Regulations; and
- (ii) provides a remedy more advantageous to the Customer than the remedies provided under these Regulations.

## **1.6 Application of Regulations**

1.6.1 These Regulations will bind Service Providers as provided for under section 40(8) of the Electricity Act.

1.6.2 These Regulations shall come into effect upon publication in accordance with section 43 of the Electricity Act.

## **1.7 Authorised Representative**

1.7.1 A Service Provider should ensure a Consumer can appoint an Authorised Representative to act on the Consumer's behalf , if the Consumer requires, and must;

- (a) Ensure it obtains the Consumer's written authorization and or copy of power of attorney which details to what extent and how long the Authorised Representative is to act on the Consumer's behalf;
- (b) Ensure the process is easily accessible and executed in a timely manner;
- (c) Advise the Consumer that the person appointed as the Authorised representative has the power to act on the Consumer's behalf as if the Authorised Representative is the Consumer, or if the Authorised Representative has limited rights the level of access that those rights confer;
- (d) Advise the Consumer that once an Authorised Representative is appointed a written request for removal is required if no said date is specified in the written authorisation;
- (e) Keep records of the circumstances of when the Authorised Representative was appointed and or removed;
- (f) Provide Consumer with access to information about how to appoint an Authorised Representative and access any relevant forms required to evidence the appropriate authority;
- (g) Keep record of notification(s) to the Service Provider of any relevant change of circumstances for the Consumer, including the death of a Consumer, legal proceedings, the making of a guardianship order for a Consumer or any other order of the Court; and
- (h) Take reasonable steps to balance the risk of Fraud, privacy and security of Consumers with facilitating the appointment of Authorised Representatives.

#### Question 1

- a) Do you agree with URCA's proposal in Part 1 of the draft Electricity Sector (Consumer Protection) Regulations? If not, why not?
- b) Should any other provisions be included in Part 1 or any removed?

## Part 2: Consumer sales, Contracts and Services

### 2.1 Provision of Information

2.1.1 Where a Service Provider is required by these Regulations to inform a Consumer of matters under these Regulations, a Service Provider shall satisfy this obligation, unless otherwise specified, by means of any or all of the following:

- (a) providing the information to the Consumer verbally;
- (b) providing the information to the Consumer in writing;
- (c) prominently displaying the information at all retail outlets where the Service Provider's Services are sold and/or on websites where the Consumer enters into a contract with the Service Provider;
- (d) providing the information to the Consumer electronically; and
- (e) placing the information in any mass media.

2.1.2 A Service Provider shall provide Consumers with information on Services and Products that is accurate, true, up-to-date, in simple, clear language and adequate to ensure that the Consumer is aware of all material aspects of the Service and any matters which might reasonably be expected to impact upon the Consumer's decision to enter into a contract for the Service, or the Consumer's enjoyment of the Service.

2.1.3 A Service Provider shall ensure that the current service arrangements, including rates and

terms and conditions for all Services and Products offered to the public are readily available and prominently displayed on any website through which the Service Provider does business with or provides information to the public, and at all retail outlets where the Service Provider's Services and Products are sold. Such information shall be provided by Service Providers free of charge to Consumers.

2.1.4 In addition , to all information provided by the Service Provider for the purpose of complying with these Regulations, the Service Provider shall:

- (a) Provide to a Consumer in hard copy or electronic form on his request information relative to the services provided and contract of service; and
- (b) The Service Provider may levy a reasonable fee for additional copies delivered in print form.

2.1.5 Subject to Part 2.1.4, a Service Provider is not required to give a Consumer information under these Regulations if:

- (a) a Consumer's request for information is frivolous or would be unduly onerous upon the Service Provider;
- (b) the Consumer is not eligible for the Service;
- (c) the information is not relevant to the Consumer's period of use of the Service; and
- (d) it would breach obligations of confidentiality or otherwise be in contravention of any law.

## **2.2 Description of a Service**

2.21 Before entering into a contract for any Service, a Service Provider shall provide Consumers with a complete description of the Service in clear and plain language, avoiding unnecessary legal or technical terms. Where other Services are required in order to effectively utilise the Service, the Service Provider shall also similarly inform the Consumer of all such other Products and Services that might be required.

2.22 A Service Provider shall provide information on the contracted Customer Quality of Service for the Service offered, the waiting time for initial connection and any service

areas and coverage maps if applicable.

2.23 The Service Provider shall provide specific information regarding any compensation, discount, rebate, refund or other arrangements which may apply if contracted Customer Quality of Service levels are not met, along with the procedures and methods for resolving disputes in respect of a Customer's contract.

## 2.3 Pricing Information

2.3.1 Before entering into a contract for Services, a Service Provider must inform a Consumer of:

- (a) all applicable rates , charges, or fees;
- (b) what the charges include; and
- (c) each part or element of an applicable charge, and the method of its calculation.

## 2.4 Contract Terms and Termination

2.4.1 Where applicable, before a contract is entered into, a Service Provider must inform the Consumer of:

- i. description of the goods and/or services to be provided;
- ii. The cost of the service provided;
- iii. time line and/or frequency for delivery of the service;
- iv. A copy of the Consumer Protection Plan

2.4.2 Every contract must contain clear, unambiguous terms and conditions regarding the following:

- (a) the commencement date and, if applicable, the term of the contract;
- (b) provisions regarding the manner in which the contract may be terminated, including any requirements for the giving of notices under the contract;
- (c) the amount or method of calculating any charges payable for early termination

and in what circumstances such charges are payable;

- (d) Disconnection and reconnection, and any charges applicable in respect of Disconnection or reconnection;
- (e) the terms and conditions under which any Security Deposit is held by the Service Provider, including provisions relating to the refund of any such deposit and any penalty or other charges applicable;
- (f) specifying all situations (including but not limited to situations of breach of contractual terms, non-payment, fraud, etc.) that may give rise to the Suspension or Disconnection of the Service;
- (g) delivery, installation and/or activation of Products and/or Services;
- (h) the procedures and manner in which any term and condition of the contract may be varied or changed by the Service Provider;
- (i) details of how the consumer is to be notified of changes to the contract;
- (j) the availability of complaint handling procedures and methods for initiating such procedures;
- (k) definitions of Services provided, the Customer Quality of Service levels offered in respect of the Service, as well as the time for initial connection;
- (l) details of any applicable compensation or refunds if the Customer Quality of Service levels specified in the contract are not met; and
- (m) whether there are any penalties in the contract, the nature of the penalties and the circumstances in which a penalty would be imposed on the Customer.

243 The terms and conditions of every contract must be consistent with the provisions of these Regulations.

244 At the time of entering into a contract for Services, a Service Provider shall give the Consumer an opportunity to accept or deny the approval of receiving voice, written or electronic messages from the Service Provider, which are used for the advertisement of



the Service Provider Services. Customers may, however, notify the Service Provider at a later date, either verbally, in writing or by electronic message that the Customer wishes to receive the Service Provider's advertisements of Products and Services.

2.45 A Service Provider shall supply or make available to the Customer a signed or accepted (where the contract was entered into other than by physical signature) copy of his or her contract for the provision of Services at the time of entering into the contract. Additional copies of contractual terms must be supplied to the Customer upon request. The Service Provider may levy a reasonable fee for additional copies delivered in print form.

2.46 A Service Provider shall give a Customer not less than one (1) month notice of any proposed modification, amendment or variation to a contract (which term includes a change in the price of any Service or Product, whether approved by URCA or not) which is likely to be of material detriment to the Customer. The giving of such notice shall be grounds for termination of the contract by the Customer from the effective date of the notice, without penalty or charge other than in respect of any Services already provided to the Customer under the contract.

## **2.5 Security Deposit**

2.5.1 In the event that a Security Deposit is required by a Service Provider, the Service Provider must provide the Consumer with information about the terms of that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited or be repaid. The security deposit required must be reasonable and in any event should not exceed three (3) months of the reasonably anticipated charges for the Services to be provided by the Service Provider to the Consumer.

2.5.2 A Service Provider must take the following actions to enable the outcome stated at 2.5.1 above:

(a) base the requirement (if any) for a Security Deposit on the outcome of a credit assessment conducted in relation to the Consumer and the Service or Product to be acquired by the Consumer;

(b) obtain the Consumer's prior agreement as to the circumstances in which the Security Deposit or part thereof will be forfeited. In the absence of such

agreement, the Service Provider may decline to supply to the Consumer the relevant Service or Product;

- (c) within ten (10) Business Days of the Service Provider receiving the Security Deposit, advise the Consumer in writing of repayment and interest arrangements (if any) and the account to which the Security Deposit will be applied; and
- (d) repay to the Customer the amount of the Security Deposit (or the balance then remaining), and interest accrued in relation to it, within ten (10) Business Days of the Customer:
  - (i) satisfactorily completing the terms of the Security Deposit arrangement; or
  - (ii) ceasing to receive the relevant Service or Product from the Service Provider.

2.5.3 In any Spoken Communication, a Service Provider must promptly:

- (a) tell a Consumer the identity or brand name of the Service Provider and the name of the person making the Spoken Communication;
- (b) give a clear indication of the primary purpose of the Spoken Communication;
- (c) during the sales part of the Spoken Communication, give:
  - (i) a description of the Services;
  - (ii) the charges if any; and
  - (iii) the nature of any special offer, discount, or package.
- (d) Provide details as to how the consumer can cancel or unsubscribe from a product or service.

## 2.6 Product warranties and maintenance

2.6.1 Before entering into a contract to provide Services, a Service Provider must inform the Consumer whether there is a contractual warranty relating to any Product (if any) supplied for use in connection with the Service, how to obtain warranty service if needed and what the Consumer's rights of redress are should the contractual warranty be

breached. Where a copy of the warranty and rights of redress are not provided in writing with the Product, the Service Provider must inform the Consumer how and where it is available.

2.6.2 A Service Provider shall provide Consumers with information regarding any maintenance services offered by them and any fees or charges for such services.

## **2.7 Provisioning of Services**

2.7.1 A Service Provider shall provide Services to Customers within the timeframe established and set out in the Customer Quality of Service standards identified in the Schedule hereto, subject to the following:

(a) delays attributable to lack of infrastructure in the Service area, in which instance the timeframe for provisioning of the Service shall be estimated by the Service Provider and shall be subject to intervention by URCA upon the receipt of a complaint by the affected Customer; and

(b) delays attributable to credit checks for the provision of Services to new Customers only, in which instance, the delay for the provisioning of the Service shall be limited to five (5) Business Days from completion of a credit check. The Service Provider will not be responsible for delays in the provision of Services to the extent that the delay is caused by non-receipt of credit history information or the delay is caused by the Consumer being identified by a credit check as not creditworthy, save that where the Service Provider agrees to provide Service to such Consumer the period of delay shall not exceed the time required for the credit check, and the provisioning of Service with appropriate safeguards.

(c) delays attributable to an event of Force Majeure; and

(d) delays attributable to the failure of a Customer to firstly fulfil his or her obligation in order for a Service Provider to provide the Service.

2.7.2 Where the time to provide any Service is delayed beyond the period permitted by Part 2.7.1 above, the Service Provider shall advise the Customer and shall keep the Customer informed of the progress being made. The Service Provider shall also credit the Customer's account with such compensation as provided for in Part 2.2.3 of these Regulations, which compensation shall be given whether requested by the Customer or not.

- 2.7.3 The Service Provider is required to fit a Meter to all un-metered Consumers who request one within forty five (45) business days of receiving the Consumer's order.
- 2.7.4 If a Consumer's Meter is faulty, the Service Provider will investigate, repair, and or replace it within thirty (30) business days of being informed by the Consumer.
- 2.7.5 The Service Provider shall make all provisions to own and maintain metering equipment suitable and necessary for measuring the service supplied.
- 2.7.6 All Consumer's meters measuring services shall be checked for accuracy before installation and periodically thereafter on a scheduled or sample basis as determined by the Service Provider.
- 2.7.7 Metering shall be considered accurate when they measure within two percent (2%) plus or minus when tested at full load. No Meter shall be kept in service that registers usage under no load conditions.
- 2.7.8 Meter readings should be taken to match the billing period as closely as practicable, in any case no later than;
  - (i) every 3 months for residential consumers; and
  - (ii) every 2 months for commercial consumers
- 2.7.9 In circumstances beyond the reasonable control of the Service Provider, where the regular thirty (30) day bill issuance cannot be performed, the Service Provider has the responsibility to provide at least one (1) bill approximately every three (3) months and will guarantee to read the Consumer's meter at least once every three (3) months as long as it can be accessed during the period of exceptional circumstance.
- 2.7.10 If the Service Provider is unable for any reason to gain access to read any meter, or for any other reason the Service Provider is unable to obtain a meter reading, the consumption and demand shall be estimated by the Service Provider based on the average of the last three (3) readings.
- 2.7.11 If a Consumer's meter needs to be changed, the Service Provider is required to give the consumer appropriate notification.

## **2.8 Fault repair and Service interruption**

- 2.8.1 Every Service Provider shall implement such facilities and processes as are necessary and appropriate to enable Consumers to report faults and the Service interruptions twenty-four (24) hours a day, 365 days per year.
- 2.8.2 Every Service Provider shall repair all faults in respect of its Services in accordance with the relevant fault repair standards set out in the Quality of Service provisions of these Regulations.

- 2.8.3 A Service Provider shall, in accordance with the Schedule, give advance notice to Customers of all planned or anticipated disruptions and outages, including details of the date and time of the disruption or outage, the Services and service areas affected and any applicable compensation or other remedies available to Customers.
- 2.8.4 Where an event of Force Majeure causes an outage or disruption to any Service, the Service Provider shall, as soon as reasonably practicable after becoming aware of the disruption or outage, give notice to affected Customers detailing the disruption or outage, and shall use its best endeavours to rectify the fault within the shortest possible time having regard to the circumstances.
- 2.8.5 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 to notifications of outages by Customers and acknowledge such notifications unless the Service Provider has evidence to the contrary.
- 2.8.6 A Service Provider shall only charge for services that are actually provided to the Customer. Bill must therefore not reflect charges during periods when there was no actual service provided to the Customer.

Question 2:

- a) Do you agree with URCA's proposals in Part 2 of the draft Electricity Sector Consumer Protection Regulations regarding what Service Providers must do for Consumers in relation to sales and service, including the provision of information and contracting? If not, why not?
- b) Should any other provisions be included in Part 2 or any removed?

## **Part 3: Consumer Obligation**

### **3.1 Acceptance of Service Provider terms**

3.1.1 Consumers shall be bound by a Service Provider's terms of service upon acceptance of the Customer's contract which may be indicated by signing a document outlining the terms and conditions of the contract, or by expressly accepting the terms and conditions by any form of electronic communications that has been established by the Service Provider for that purpose. Consumers shall also be deemed to accept a Service Provider's terms and conditions of Service on any commencement of use of the Service by the Consumer that follows adequate communication by the Service Provider of its terms and conditions in accordance with Part 2 of these Regulations.

3.1.2 In a contract, a Service Provider must inform a Customer of the Customer's obligations, and the repercussions to the Customer arising from a breach of such obligations.

### **3.2 Access for maintenance**

3.2.1 A Customer shall grant the Service Provider or its Authorised Representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the Services, equipment or facilities subject to reasonable, prior notice given to the Customer by the Service Provider.

### **3.3 Tampering with equipment**

3.3.1 A Customer shall not use any equipment or related facilities provided by a Service Provider for reasons other than for the normal and acceptable use of the Service determined by the Service Provider, and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorisation from the Service Provider. A Customer shall be responsible for any loss of or damage to equipment or facilities that result from use by the Customer of the equipment or facilities in a manner which is contrary to the terms and conditions of the Service, contrary to any usage guidelines notified to the Customer by or on behalf of the Service Provider, or these Regulations.

332 Equipment owned by the Service Provider and connected to an electricity supply service may not be moved to a location other than the location where the Service was installed without prior authorisation 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.

333 Modification of a Service Provider's equipment or facilities is prohibited without prior written authorisation from the Service Provider.

334 No Customer-owned equipment or device may be installed by or on behalf of any Consumer that interferes in any way with the normal operation of an electricity supply service.

335 No Customer-owned equipment or device may be installed on either the Customer's wiring or the Service Provider's facilities that intercepts or assists in intercepting or receiving any Service offered by the Service Provider

### 3.4 Reselling services without authorisation

#### 3.4.1 A Consumer shall not

- (a) resell any Service provided by a Service Provider to other persons, or
- (b) 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 authorisation by URCA pursuant to the Electricity Act).
- (c) permit multiple connections from one meter (i.e. adjoining properties)

### 3.5 Misuse of a electricity supply service

#### 3.5.1 A Consumer shall not misuse public electricity supply , including by:

- (a) dishonestly obtaining electricity supply services; or
- (b) possessing or supplying equipment that may be used to obtain such Services dishonestly or fraudulently; or

3.6 Maintenance of trees and vegetation that may interfere with electricity supply service

3.6.1 A Consumer shall keep all trees, vegetation and similar growth on the Consumer's property clear of all overhead lines and service conductors.

3.6.2 A Consumer shall not attempt to cut trees already impacting power lines without contacting the Service Provider to arrange temporary disconnection of supply.

3.6.3 A Consumer at its own expense may request the Service Provider to perform the tree trimming service, if the Service Provider is available to do so in a timely manner .

3.6.4 Where a Service provider has determined that a consumer has failed to maintain trees vegetation and similar growths to the adequate clearance from overhead lines and service conductors the Service Provider;

(a) In a non-emergency case will notify the consumer who will have 24hrs to see to the tree trimming

(b) In an emergency case shall have the right to enter the Consumer's property to effect such trimming or disconnect the consumer's service, whichever act is expedient.

3.7 Obligation to pay for Services

3.7.1 A Customer shall pay the specific fees, costs or other charges resulting from his or her use of the contracted Services with his or her Service Provider on or before the payment due date stipulated by the Service Provider.

3.8 Obligation to update personal information

3.8.1 A Customer is responsible for notifying his or her Service Provider in the event of changes to personal details, including contact information.



Question 3:

- a) Do you agree with URCA's proposals in Part 3 of the Electricity Sector Consumer Protection Regulations regarding what are Consumer's obligations to their Service Providers? If not, why not?
- b) Should any other provisions be included in Part 3 or any removed?

## Part 4: Billing and Credit Management

### 4.1 Customer Billing, Charging, Collection and Credit Practices

#### 4.1.1 A Service Provider shall at all times:

- (a) ensure that Customers are able to obtain information relevant to their current Bill or any item contained in the Bill without any charge;
- (b) ensure that Billing accuracy is verifiable;
- (c) ensure that Billings are accurate and timely;
- (d) ensure that sufficient information is on the Bill or otherwise readily available to the Customer for verification of the Bill without any charge;
- (e) ensure that, upon a bona fide request from a Customer, the Customer is informed or provided with timely options relevant to that Customer; and
- (f) retain records of a Customer's Bill for a minimum period of three (3) years.

#### 4.1.2 A Service Provider shall ensure that, at a minimum, the following information is included in all Bills issued by it or on its behalf:

- (a) the Customer's Billing name;
- (b) the Customer's Billing address;
- (c) the Service Provider's current business name, address and contact information;
- (d) a unique way of identifying the Bill (e.g., Bill reference and/or Customer Account Reference);
- (e) the Billing period;
- (f) description of the charges (and credits) for which the Customer is billed;

- (g) the total amount billed, applicable credits, payments or discounts, and the net amount payable by the Customer (or repayable by the Service Provider);
- (h) the date on which the Bill is issued;
- (i) the payment (or refund) due date;
- (j) methods of bill (or refund) payment;
- (k) methods of contacting the Service Provider for Billing Enquiries;
- (l) methods of contacting the Service Provider to lodge Complaints; and
- (m) the amount (if any) of call or other charges applicable for Complaints and Billing enquiry calls.

#### 4.2 Format of Billing Media and Bill Presentation

4.2.1 A Service Provider must offer its Customers the ability to receive a Bill and any Billing information in a Billing Media that the Customer is able to store and reproduce.

4.2.2 A Service Provider shall ensure that:

- (a) Bills are laid out and formatted in such a way that Customers can easily read and understand the contents of the Bill; and
- (b) Bills have sufficient and clear descriptions of items and categories being billed.

#### 4.3 Verification of Billed Charges and Payments

4.3.1 A Service Provider shall put into place the necessary internal systems and safeguards to ensure that inaccuracies are minimised in charges billed to Customers.

4.3.1 Where applicable a Service Provider must ensure that Vulnerable Customers are;

- (a) Provided with an alternative means of communication for billing purposes (e.g. paper form sent by regular post; and
- (b) Informed of right to appoint a person to act on their behalf as a contact point

4.3.2 Customers shall be responsible for verifying that charges billed to them are consistent with:

- (a) the Service Provider's published or contracted prices and discounts; and
- (b) what the Customer has requested, utilised or contracted to receive.

4.3.3 A Service Provider shall ensure that Customers are able to verify their Bill payments by acknowledgement of payment on the next Bill issued, telephone confirmation by calling a specified number, or such other methods as may be made available by the Service Provider.

#### 4.4 Itemisation of Charges

4.4.1 A Service Provider must ensure that Customers have access to itemised details of all charges in relation to the Services provided either on the Bill or on a separate statement provided by the Service Provider upon request.

4.4.2 A Service Provider shall provide a means by telephone, website, email, text message, in person or otherwise whereby a Customer may easily verify any charges or payments and the Service Provider must ensure that it is able to verify and demonstrate accuracy of its Billings.

4.4.3 Unless otherwise requested by or agreed with the Customer, a Service Provider must provide itemised details during the current Billing period. Where applicable, the Service Provider must inform Customers of the notice period required to obtain itemised Billings.

4.4.4 A Service Provider shall not charge Customers for Bills issued or Billing-related information, except where the Consumer requests information not required to be provided under these Regulations. A Service Provider shall first inform Customers of any applicable charges arising from the Customer's Billing request and shall obtain the consent of the Customer to such charge before it is imposed.

#### 4.5 Timeline for Issuance of Bills

4.5.1 Except in the circumstances provided for in this Part 4.5, a Service Provider must process

and issue Bills within thirty (30) days of the closure of each Billing period. The circumstances in which a Service Provider may exceed the specified number of days are:

- (a) where there is a delay resulting from the suspension of disputed charges; or
- (b) where a Billing system or processing problem has occurred, in which case the problem shall be rectified and Bills issued without undue delay and in accordance with any time periods identified by URCA; or
- (c) where Billing is delayed by circumstances beyond the Service Provider's reasonable control, such as an event of Force Majeure.

#### 4.6 Timeliness of Billed Charges

4.6.1 A Service Provider shall ensure that all charges relating to each Billing cycle are incorporated in the current Bill for that Billing period. Where a Service Provider has failed to bill a Customer for charges relating to a certain Billing period, the Service Provider may not bill the Customer for that period after the expiry of three (3) months from the end of the Billing period.

4.6.2 In the event that a Service Provider is unable to or will not meet the requirements provided for in Part 4.4 or Part 4.5, the Service Provider must notify the Customer accordingly and inform the Customer of the arrangements being made by the Service Provider to rectify the situation.

#### 4.7 Changes to Billing Media

4.7.1 If a Service Provider proposes to change its Billing Media, it must provide the Customer with thirty (30) days' advance written notice of:

- (a) the proposed change to the Billing Media; and
- (b) any options open to the Customer in relation to that change.

4.7.2 Prior to levying any charge for the issuance of a Bill in additional Billing Media, or in Billing Media different from the Service Provider's usual Billing Media for that Customer, in

addition to complying with Part 4.6, the Service Provider nevertheless must inform the Customer of the amount of the charge and its method of calculation.

#### 4.8 Payment Options

4.8.1 A Service Provider shall inform Customers about the various options available to Customers to pay their Bills as well any terms and conditions associated with each option.

4.8.2 A Service Provider must offer at least one method of payment for its Services and Products that is free of any processing or administrative charges.

#### 4.9 Billing Frequency

4.9.1 A Service Provider shall provide Consumers with advance written notification of any proposed changes in Billing cycle, such advance notification to be at least equal to two (2) of the Service Provider's otherwise applicable Billing periods (e.g., at least 2 months in advance where the Billing period being changed is normally monthly).

#### 4.10 Billing Enquiries

4.10.1 A Service Provider must state clearly on the Bill a contact point (by telephone number or electronic address) for Customers to make Billing enquiries, lodge Complaints, requests for clarification or express dissatisfaction. A Service Provider must also state clearly on the Bill the hours of operation of the contact point, and charges for each Billing enquiry, if any.

#### 4.11 Charging for Bills

4.11.1 Following a Customer's request and irrespective of whether the Billing information was previously made available on a Bill or otherwise, a Service Provider must provide to Customers all Billing information related to that Customer's Service for a period of up to three (3) years prior to the date the information is requested, in a format that is able to be read and understood and:

- (a) that Billing information must be provided through one medium free of charge (e.g., in paper form sent by regular post, via email, or online via the Service Provider's website or a Customer portal) for the period of up to twelve (12) months prior to the date the

Billing information request is received by the Service Provider;

- (b) for requested information which is older than twelve (12) months and up to three (3) years from the date the Customer request is received by the Service Provider, the Service Provider may impose a charge for the provision of this information; and
- (c) where requested, the Service Provider must include itemised details of all charges associated with the Service.

4.11.2 If the Service Provider applies a charge for providing Billing information provided in accordance with Part 4.11.1(b) above, such charge must be limited to the cost of accessing and providing the information.

4.11.3 If a Service Provider provides access to its Billing enquiry point by telephone, it must provide such access free of charge.

4.11.4 If a Service Provider makes information from, or about a Bill available in an electronic form, it must offer at least one method of accessing that information that does not involve charges being imposed by that Service Provider.

#### 4.12 Access to Information about Payment and Debt Collection Processes

4.12.1 A Service Provider must, at no cost, provide Customers with timely access to such information as is necessary to allow a Customer to be informed of a Service Provider's payment and debt collection processes.

4.12.2 A Service Provider must at the time of, or before the issuance of the first Bill to the Customer, advise Customers in general terms of:

- (a) the time they have to pay for Services;
- (b) their obligation to pay Bills for Services by the due date; and
- (c) any processes the Service Provider has for:
  - i. interim Billing or changes in the Billing cycle; and
  - ii. following up overdue Bills.
- (d) the effect of part payment of a Bill and any method used by the Service Provider for allocating amounts received; and
- (e) the fact that non-payment or repeated late payment of Bills may have an effect on the provision of current or future Services to the Customer.

#### 4.13 Non-payment of Bills

- 4.13.1 Where a Customer has not paid the Service Provider all or part of a Bill for Services provided by the Service Provider, any measures taken by the Service Provider to effect payment shall be proportionate and not unduly discriminatory.
- 4.13.2 A Service Provider shall ensure that its Customers are provided with a reasonable payment window without being subject to any applicable late payment penalty. Such payment window shall be a minimum of one half of the length of the Service Provider's Billing cycle, subject to a minimum of fourteen (14) days.
- 4.13.3 Where a Service Provider has not received payment of the outstanding and undisputed balance on the Customer's account within thirty (30) days of the bill issue date, the Service Provider may Disconnect the Customer's access to its Services.
- 4.13.4 Where a Customer has failed to pay the outstanding and undisputed account balance after the Customer's Security Deposit has been exhausted, the Service Provider may disconnect the Customer's Services provided that the Service Provider has given the Customer at least one written notice no less than five (5) Business Days' prior to the proposed Disconnection.
- 4.13.5 The notice of Disconnection must clearly state the total amount owed, the total amount required to be paid to avoid disconnection of the Services and the date and place where such payment must be made. The notice of Disconnection must also advise the Customer that, after Disconnection has occurred:
  - (a) the Customer's Service may no longer be available;
  - (b) the debt may be passed to a collection agency; and
  - (c) legal action may be taken to recover the unpaid debt.

#### 4.1 Table 1: Non-payment of Bills



Consequence of Non-payment of Bills	Minimum Number of Days from Payment Due Date
First Notification of Overdue Bill Payment	30
Disconnection	30 <i>(after the issuance of bill or exhaustion of Customer's Security Deposit )</i>

**4.14 Late payment and Reconnection fees**

4.14.1 Where a Service Provider charges its Customers a late payment fee or reconnection fee in consequence of late or non-payment of Bills, such late payment fees and reconnection fees shall be reasonable, proportionate to the costs incurred by the Service Provider as a result of the late or non-payment and shall not represent or cause an inordinate burden to Customers.

**4.15 Disputed Bill Charges**

4.15.1 Where the consumer has lodge an official complaint with the Service Provider regarding any disputed sums charged on a bill , the consumer is not obligated to pay the disputed sums until the complaint has been resolved by the Service Provider, or URCA if the complaint was escalated.

**4.16 Fair Credit Management Process**

4.16.1 A Service Provider must ensure that Customers are treated with fairness in relation to the Credit Management process.

4.16.2 A Service Provider must:

- (a) following a Customer's request, review any decision to Suspend or Disconnect the Service(s) and inform the Customer of the outcome of that review. If the

review is not undertaken and completed by the Service Provider at the time of the Customer's request, the Service Provider must notify the Customer at that time when the review will be completed;

- (b) following a review as referred to in Part 4.16.2(a) above, if the Customer remains dissatisfied with the outcome of the review, advise the Customer of how they can make a Complaint;
- (c) not impose a reconnection charge following, Suspension or Disconnection if it resulted from the Service Provider's mistake;
- (d) not impose Credit Management charges unless the charges are a reimbursement of the Service Provider's costs and the Customer is advised of its amount or method of calculation; and
- (e) resolve any Billing complaint or Service issues even where it arises after the relevant debt has been sold or assigned to a third party.

#### 4.17 Credit Management for Disputed Amounts

##### 4.17.1 A Service Provider must:

- (a) not take Credit Management action in relation to a specified disputed amount that is the subject of an unresolved Complaint in circumstances where the Service Provider is aware that the dispute has not been resolved to the satisfaction of the Consumer and is being investigated by the Service Provider, URCA, the UAT or a relevant recognised third party;
- (b) advise the Customer when the Service Provider will commence any Credit Management action after that dispute has been resolved;
- (c) take steps to ensure that debts sold or assigned to third parties do not include any specified disputed amounts that are the subject of an unresolved Complaint; and
- (d) where part of an amount on a Bill is the subject of an unresolved Complaint, advise the Customer that Credit Management action may be taken in relation to those amounts which are not the subject of that unresolved Complaint.

#### 4.18 Debt Collection

- 4.18.1 A Service Provider must ensure that its arrangements with debt collection agents include provisions which comply with the requirements of legislation and debt collection guidelines as determined from time to time by recognised bodies such as the Central Bank of The Bahamas.

4.18.2 A Service Provider must:

- (a) ensure that Credit Management is carried out in accordance with the requirements of this Part 4 prior to referring the Customer's debt to a debt collection agency or selling the debt;
- (b) while it is in force, comply with any guidelines issued by the Central Bank of The Bahamas when collecting amounts due; and
- (c) notify the Customer in writing within fifteen (15) Business Days that the debt has been sold, or arrange for the purchaser of the debt to do so.

Question 4:

- a) Do you agree with URCA's proposals in Part 4 of the draft Electricity Sector Consumer Protection Regulations regarding Billing and Credit Management and what Service Providers must do in relation to Billing and providing information about bills and charges for the services they supply as part of their standard market offerings? If not, why not?
- b) Do you agree with URCA's proposals in Part 4 regarding what Consumers are entitled to from Service Providers and what Service Providers must do in relation to the provision and management of credit for services supplied? If not, why not?
- c) What are your views on URCA's proposals in Part 4 for the Disconnection of a Customer's Services for non-payment of bills?
- d) Do you agree with URCA's proposal that late payment fees and reconnection fees charged by Service Providers should be reasonable, proportionate to the costs incurred by Service Providers as a result of the late or non-payment of Bills and should not represent or cause an inordinate burden to Customers? If not, kindly suggest an alternative approach.
- e) Should any other provisions be included in Part 4 or any removed?

## Part 5: Consumer Complaint Handling

### 5.1 Complaint Handling System – General

- 5.1.1 The provisions of this Part 5 shall be read in conjunction with any current and or future regulatory or other measures issued by URCA in reference to Complaint Handling Systems and or procedure.
- 5.1.2 These provisions refer to the processing of non-written Complaints (i.e., by telephone and from walk-in Customers) and written Complaints (i.e., by e-mail, fax, post, online or written Complaint form or otherwise) received by Service Providers.
- 5.1.3 A Service Provider must implement Complaints handling procedures that are free of cost to Consumers, other than as expressly provided for in this Part of these Regulations.

### 5.2 Information to Consumers

- 5.2.1 A Service Provider shall publicise the availability of its Complaint handling procedures to Consumers.
- 5.2.2 A Service Provider shall provide information about its Complaint handling procedures that is easily understood, transparent and easily accessible in various media and formats, including;
  - (a) at a minimum on any website through which the Service Provider does business with or provides information to the public;
  - (b) at all retail outlets where the Service Provider's Services are sold; and
  - (c) as specifically directed by URCA from time to time.
- 5.2.3 A Service Provider shall ensure that Consumers can easily identify how to lodge a Complaint, either at a Service Provider's premises or using identified forms of electronic or other communications, including a toll free or local access number, e-mail, toll free or local access telefax number, mailing address or Internet webpage form. A Service Provider shall ensure that Customers can easily identify where to lodge a Complaint within a Service Provider's premises through the "Customer Service"

department.

5.2.4 Information on the Complaints handling procedures shall contain information:

- (a) to Consumers about their right to complain;
- (b) on how to contact the Service Provider in order to make a Complaint; and
- (c) on the types of supporting information, including documents, the complainant needs to furnish when making a Complaint.

5.2.5 All Complaints will be recorded by Service Providers, and processed in accordance with identified practices and procedures.

### 5.3 Special Needs

5.3.1 A Service Provider must establish clear and effective policies and procedures for identifying vulnerable customers.

5.3.2 All Service Providers are encouraged to make adequate provisions to ensure that Vulnerable Customers are able to access the Service Provider's Complaint handling process, including ensuring that such Customers can be easily represented by their Authorised Representative in order to make a complaint.

5.3.3 In cases where Consumers specifically request assistance in lodging Complaints (e.g., due to foreign language problems or physical disability), Service Providers are encouraged to provide reasonable assistance to such Consumers.

### 5.4 Complaint Management Processes

5.4.1 Consumers who make a Complaint to a Service Provider should be treated with fairness and courtesy, and their Complaint should be dealt with objectively and efficiently by the Service Provider.

5.4.2 Verbal Complaints shall be immediately acknowledged by the Service Provider where the Consumer makes the Complaint by telephone or in person.

5.4.3 A Service Provider shall formally acknowledge written and verbal Complaints in writing

within five (5) business days of receiving such Complaints.

5.4.4 Where possible, a Service Provider shall seek to resolve a Complaint on first contact with Consumers, including:

(a) ensuring relevant staff are aware of the potential remedies available to resolve a Complaint;

(b) tailoring any remedy offered to address the root cause of the Complaint and to address the individual circumstances of the Consumer where these have been advised to the Service Provider;

(c) where the Complaints are indicative of a wider problem or issue, addressing the root cause of the problem or issue; and

(d) resolving Billing errors in current Bills.

5.4.5 A Service Provider shall advise Consumers of the proposed Resolution of their Complaint and or the need for further investigation within ten (10) Business Days from the date the Complaint is received.

5.4.6 Where a Service Provider has not resolved a Complaint within thirty (30) Calendar Days, the Consumer may immediately escalate the Complaint to URCA.

5.4.7 A Service Provider shall:

(a) advise Consumers of any delays to proposed timeframes;

(b) provide a means for the Consumer to monitor the Complaint's progress;

(c) advise Consumers in everyday language of the Resolution of their Complaint, as soon as practicable after the Service Provider completes its investigation of the Complaint;

(d) complete all necessary actions to deliver the Resolution offered within ten (10) Business Days but not more than twenty (20) Business Days of the Consumer's acceptance of that Resolution unless:

(i) otherwise agreed with the Consumer; or

- (ii) the actions are contingent on actions by the Consumer that have not been completed;
- (e) only Close a Complaint with the consent of the Consumer where the Consumer has indicated that he or she no longer wishes to pursue the complaint or the Consumer and the Service Provider have agreed a course of action, which if taken, would resolve the complaint to the satisfaction of the Consumer; and
- (f) where a Complaint is closed with the consent of the Consumer, provide a written confirmation of the Resolution of that Complaint to be sent to the Consumer within five (5) Business Days.

5.4.8 Where a Consumer informs the Service Provider that he or she is dissatisfied with a Service Provider's decision or Resolution of a Complaint, the Service Provider shall inform the Consumer about the option of pursuing an identified internal escalation process whereby the decision may be examined by a suitably qualified senior manager or other person in the Service Provider's organisation.

5.4.9 In the event that a Service Provider has not resolved a Complaint to the Consumer's satisfaction, including use of any escalation process, within thirty (30) Calendar Days of receiving the Complaint, the Service Provider shall inform the Consumer that the Consumer may refer the Complaint to URCA.

## 5.5 Frivolous Complaints

5.5.1 If, after careful consideration and appropriate internal escalation, a Service Provider concludes that a Complaint is frivolous or vexatious and that it can do nothing more to assist the Consumer or that, in view of the Consumer's behaviour, the Service Provider chooses not to deal with the Consumer any further, it must inform the Consumer in writing of the reasons and tell them about the options for external dispute resolution including referring the matter to URCA. A Service Provider is not then required to accept any further Complaints from that Consumer on the same or similar issues other than in the course of an external dispute resolution process.

## 5.6 Attempts to Contact Consumers

5.6.1 If a Service Provider made two (2) unsuccessful attempts to contact a Consumer to discuss his or her Complaint, or to advise of the proposed Resolution of the

Complaint, the Service Provider must write to the Consumer at the last known address, state that they were unable to contact the Consumer, provide details of those contact attempts and provide an invitation to contact the Service Provider to discuss the Complaint within a specific timeframe of not less than ten (10) Business Days.

## 5.7 Charges

5.7.1 A Service Provider shall provide Complaint handling procedures to Consumers free of charge. However, a Service Provider may impose a reasonable charge for Complaint handling procedures where investigation of a Complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience to the Service Provider. Any such retrieval charges shall be identified and agreed to by the Consumer before being incurred.

5.7.2 The Service Provider must tell the Consumer about the options for external dispute resolution by URCA before levying any charge under this Part 5.7.

## 5.8 Suspension of Disputed Charges

5.8.1 Where a Consumer makes a Complaint about a Service or disputes a Billing, the Service Provider shall avoid imposing any Disconnection or other Credit Management action to that Service while investigating the Complaint or the dispute. The Service Provider shall inform the Consumer that, while the Complaint or Billing dispute is being investigated, the Customer is obliged to make payment on any outstanding amount other than the disputed amount.

5.8.2 A Service Provider shall not take Credit Management action in relation to a specified disputed amount that is the subject of an unresolved Complaint in circumstances where the Service Provider is aware that the Complaint has not been resolved to the satisfaction of the Consumer and is being investigated by the Service Provider, URCA, or a third party engaged in an alternative dispute resolution scheme approved by URCA under section 40 of the Electricity Act.

5.8.3 A Service Provider shall delay commencement of any legal proceedings while a Complaint is being handled internally or where the Complaint is being considered by URCA for Resolution.



## 5.9 Internal Data Collection and Analysis

5.9.1 A Service Provider shall implement processes, procedures or systems to identify and address recurring problems and systemic issues. A Service Provider must:

- (a) classify and analyse Complaints at least every three (3) months to identify recurring problems and issues including areas of non-compliance with these Regulations;
- (b) monitor Complaints to identify emerging issues requiring specific attention and address those as soon as practicable; and
- (c) monitor and record progress to address areas requiring attention.

5.9.2 A Service Provider shall ensure there is a process for the rapid and effective management of, and notification to appropriate senior management of any significant Complaints or Complaint issues.

## 5.10 Record Keeping

5.10.1 A Service Provider must keep records of Complaints which:

- (a) include identification of the Consumer making the Complaint, the nature of the Complaint, the steps taken to address the Complaint and the Resolution, if any of the Complaint; and
- (b) enable the Service Provider to manage, monitor, analyse, record and report on Complaints, including:
  - (i) a unique reference number or such other means as will ensure the Service Provider's ability to subsequently identify the Complaint and its subject matter;
  - (ii) the issues raised as part of the Complaint;
  - (iii) the requested Resolution;
  - (iv) the due date for a response;
  - (v) the results of any investigation;
  - (vi) the proposed Resolution of the Complaint including any associated commitments and the date this is communicated to the Consumer;

- (vii) the Service Provider's reasons for proposing its Resolution;
- (viii) the Consumer's response to the proposed Resolution of the Complaint, any reasons given by the Consumer and if they have requested the Resolution in writing, that this request has been made;
- (ix) the implementation of any required actions;
- (x) the underlying cause of the Complaint; and
- (xi) copies of any correspondence sent by or to the Consumer.

5.10.2 A Service Provider must:

- (a) monitor the progress of a Complaint and any commitments made to the Consumer in relation to a Complaint;
- (b) be able to report compliance with the Complaints management timeframes set out in Part 5.4 above;
- (c) subject to the requirements of the Data Protection (Privacy of Personal Information) Act, 2003 ensure Personal Information concerning a Complaint is not disclosed except as required to manage a Complaint with URCA or with the express consent of the Consumer.

5.11 Retention of Records

5.11.1 A Service Provider shall retain information collected and recorded as part of the Complaint handling process for a period of twelve (12) months following the Resolution of the Complaint (whether resolved by the Service Provider or referred to URCA).

5.12 Reporting to URCA

5.12.1 A Service Provider shall report to URCA on a quarterly basis the number of complaints received by the Service Provider for the previous quarter, the nature of each complaint, current status of each complaint (including whether the complaint has been resolved) and the number of complaints that have been escalated to URCA.

5.12.2 A Service Provider shall submit the report referred to in 5.12.1 to URCA within ten (10) Business Days after the end of each quarter.

Question 5:

- a) Do you agree with URCA's proposals in Part 5 of the draft Electricity Sector Consumer Protection Regulations regarding what Consumers are entitled to from Service Providers and what Service Providers must do in relation to handling and Resolving Complaints regarding the supply of Services and Products?
- b) Do you agree with URCA's proposals in Part 5 regarding Service Providers' requirements for managing, monitoring, analysing and reporting Complaints? If not, why not?
- c) Should any other provisions be included in Part 5 or any removed?

## **Part 6: Customer Quality of Service**

### **6.1 Application**

**6.1.1** The Customer Quality of Service standards provided in these Regulations shall apply to all PESL and APESL Service Providers Licenced by URCA.

**6.1.2** The Customer Quality of Service standards are set out in the Schedule to these Regulations.

### **6.2 Obligation of Service Provider**

**6.2.1** Service Provider may, in addition to the standards set out herein, adopt additional Customer Quality of Service standards or parameters to determine its quality of service.

**6.2.2** Where a Service Provider adopts additional Customer Quality of Service standards in accordance with Part 6.2.1, it shall notify URCA at least thirty (30) calendar days prior to the intended introduction of the standards. Once notified URCA will advise the Service Provider when a revised Consumer Protection Plan should be published reflecting the adoption of additional Customer Quality of Service standards.

- 6.2.3** In addition to the publication of the revised CPP with additional Customer Quality of Service standards, the Service Providers shall establish and publish the levels of compensation and refunds payable to Customers if the Customer Quality of Service standards adopted by the Service Providers and the Customer Quality of Service standards set out herein are not met by the Service Providers. It is accepted that compensation is not meant to penalise Service Providers or to unjustly enrich Customers. As far as possible, Customers are to be placed in the same position they were in prior to the breach.
- 6.2.4** Compensation and refunds may be monetary or credit to the customer's account. Within three (3) months of the coming into effect of these Regulations, the Service Providers shall submit to URCA for review and approval the levels of compensation and refunds payable to Customers under Part 6.2.3 prior to any proposed publication thereof.
- 6.2.5** A Service Provider shall, before it concludes a contract with a Customer, provide to that Customer clear and up-to-date information on its Customer Quality of Service standards, including those standards set out herein, and levels of compensation and refunds payable if the Customer Quality of Service standards are not met by the Service Providers.

### **6.3 Record Keeping**

- 6.3.1** A Service Provider shall retain Customer Quality of Service data as well as all measurements and related records for a minimum period of eighteen (18) months after the end of the reporting period or until such time as URCA shall direct.

### **6.4 Reporting to URCA**

- 6.4.1** A Service Provider shall submit to URCA on a quarterly basis a report on its achievements for each of the Customer Quality of Service standards set out in the Schedule to these Regulations for the last reporting quarter.
- 6.4.2** A Service Providers shall submit the report referred to in Part 6.4.1 to URCA within ten (10) Business Days after the end of each quarter.
- 6.4.3** Where a Service Provider has not attained the standards set out in the Schedule hereto, the Service Provider shall state the reasons therefore and the time period within which it shall attain the required Customer Quality of Service standards.

Question 6:

- a) Do you agree with URCA's proposals in Part 6 of the draft Electricity Sector Consumer Protection Regulations regarding the minimum Quality of Service standard levels that Service Providers should attain? If not, why not?
- b) Should any other provisions be included in Part 6 or any removed?

## **Part 7: Compliance and Monitoring by Service Provider**

### **7.1 Compliance Framework**

7.1.1 All Service Providers must implement and comply with the obligations applicable to them provided for in these Regulations within six (6) months of the coming into effect of these Regulations.

7.1.2 All Service Providers must promote the awareness of the Regulations to their Customers to ensure that they are aware of the Consumer safeguards and obligations included in the Regulations. All Service Providers must also communicate the requirements of the Regulations to their staff and ensure that relevant staff are trained regarding the requirements of the Regulations.

7.1.3 All Service Providers must have processes and systems in place to ensure compliance with the requirements of the Regulations, and must provide to URCA prescribed statements regarding compliance with the Regulations, which statements are to be prepared and provided to URCA in the manner and times set out in this Part 8.1.3, including taking the following actions to enable this outcome:

- (a) submit a first Consumer Protection Regulations Compliance Statement to URCA which has been endorsed by the chief executive officer or other executive officer of the Service Provider within six (6) months of the publication of these

- Regulations on URCA's website and then quarterly thereafter within one (1) month after the end of each quarter;
- (b) ensure that the Consumer Protection Regulations Compliance Statement includes:
- (i) confirmation that a review has been undertaken by the Service Provider regarding its compliance with the Regulations;
  - (ii) confirmation of the Service Provider's compliance with the Regulations;
  - (iii) an assertion that the Service Provider's Consumer Protection Regulations Compliance Statement has been prepared in a manner consistent with the principles and guidance provided in these Regulations; and
  - (iv) other than in relation to the first Consumer Protection Regulations Compliance Statement, a report on the Service Provider's compliance with these Regulations during the preceding quarter, including details of any significant changes to the Service Provider's business structure and operations that are relevant, and any feedback to URCA regarding suggested improvements to the Regulations Compliance Framework and/or the compliance requirements of these Regulations.

## 7.2 Compliance Monitoring Requests

7.2.1 All Service Providers must respond to a Compliance Monitoring Request received by them from URCA in relation to these Regulations and provide an Action Plan if required by URCA.

7.2.2 To enable the outcome in Part 7.2.1, a Service Provider shall take the following actions:

- (a) respond to Compliance Monitoring Requests from URCA by the date specified by URCA for such a response;
- (b) if a Service Provider's response to a Compliance Monitoring Request indicates that the Service Provider cannot comply with all or part of the relevant aspects of the Regulations that are the subject of that Compliance Monitoring Request, provide an Action Plan to URCA (within the time required by, and with contents and in a form acceptable to URCA) detailing the actions to be taken by the Service Provider to address any compliance failure or other issues identified through the Compliance

Monitoring Request, including the expected time for completion of those actions. The Service Provider must include in the Action Plan details of planned remedial measures; and

- (c) if the Service Provider provides an Action Plan to URCA, monitor progress and report regularly on its progress under the Action Plan to URCA.

### 7.3 Service Providers Obligations to URCA

#### 7.3.1 A Service Provider must:

- (a) comply in a timely manner with all directions given by URCA to the Service Provider pursuant to the obligations in these Regulations; and
- (b) where relevant, ensure that third parties who are working together with the Service Provider in the provision of any Services are aware of and comply with the provisions of these Regulations.

#### Question 7:

- a) Do you agree with URCA's proposals in Part 7 of the draft Electricity Sector Consumer Protection Regulations regarding the compliance and monitoring arrangements that apply to Service Providers under the Consumer Protection Regulations? If not, why not?
- b) Should any other provisions be included in Part 7 or any removed?

## Part 8: Compliance Reporting by URCA

### 8.1 Publication of Reports

- 8.1.1 URCA shall publish periodic progress reports online on its website to assist it in its on-going monitoring and review of Service Providers' compliance with these Regulations. The progress reports will document:

- (a) identified breaches of these Regulations and the remedial action taken (on an anonymous basis);
- (b) publicity and education programmes;
- (c) identified recurring complaints and steps taken to address these;
- (d) statistics on complaints and their resolution, outlined in appropriate detail;
- (e) steps taken by Service Providers in the development of in-house compliance systems; and
- (f) improvement in principles and administration of these Regulations.

8.1.2 URCA's annual report shall contain a summary of all progress reports for the relevant calendar year.

Question 8:

- a) Do you agree with URCA's proposals in Part 8 of the draft Electricity Sector Consumer Protection Regulations regarding how URCA will report on compliance monitoring on a regular basis to ensure the overall effectiveness of the Consumer Protection Regulations? If not, why not?
- b) Should any other provisions be included in Part 8 or any removed?



## Part 9: Monitoring, Review and Amendments by URCA

### 9.1 Monitoring

9.1.1 URCA shall maintain a Complaints handling database to record and monitor the following information in respect of Consumer and industry Complaints arising under these Regulations.

#### (a) Complaints Handling

- (i) number of Complaints by subject matter;
- (ii) number of Complaints lodged by Consumers and against Service Providers;
- (iii) number of Complaints determined by URCA to be outside the scope of these Regulations and the reasons for matters being registered as such.

#### (b) Compliance

- (i) number of Service Providers found to be in breach of these Regulations;
- (ii) number of Service Providers complained against and found not to be in breach of these Regulations;
- (iii) number of Service Providers in breach of these Regulations who implemented rectification strategies;
- (iv) number of Service Providers in breach of these Regulations who did not implement rectification strategies;
- (v) type and number of Consumers who appeal to URCA and the outcome.

#### (c) Sanctions

- (vi) number and type of sanctions imposed and the outcome of rectification.

### 9.2 Compliance Monitoring

9.2.1 Compliance monitoring will be undertaken at regular intervals and will be performed on Service Providers' practices within the scope of these Regulations and will be

conducted by various methods, including, but not limited to, requests for information on a Service Provider's compliance status.

9.2.2 Where industry compliance monitoring identifies an individual instance of noncompliance, a confidential notification will be issued by URCA to notify the Service Provider of the compliance monitoring results and encourage their compliance with these Regulations. An invitation to the Service Provider to discuss the issue confidentially with URCA will be provided.

### 9.3 Review of Regulations

9.3.1 These Regulations will be reviewed at least every three (3) years or earlier if circumstances so require. In addition, URCA may initiate a review of these Regulations as a result of Regulations monitoring activities.

### 9.4 Amendment of the Regulations

9.4.1 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 40(2) of the Electricity Act.

9.4.2 Prior to publishing amendments in final form, public consultation of the proposed amendments will be conducted by URCA.

### 9.5 Jurisdiction

9.5.1 Complaints about non-compliance with these Regulations will arise in two broad categories, Consumer Complaints and industry Complaints.

9.5.2 URCA shall administer appropriate and impartial processes for the investigation and resolution of both Consumer and industry Complaints.

9.5.3 If URCA finds that a Complaint does not fall within its jurisdiction, URCA will so advise the parties and endeavour to refer the parties or the matter to the appropriate body.

### 9.6 Consumer Complaints

9.6.1 All Complaints by Consumers against a Service Provider must first be lodged and dealt with by the relevant Service Provider in accordance with Part 5.4.

## 9.7 Industry Complaints

9.7.1 Industry Complaints are those Complaints made by a voluntary or non-profit group or organisation representing Consumers against the Service Provider for alleged breach of these Regulations.

9.7.2 All industry Complaints regarding purported breaches of the Regulations shall be lodged directly with URCA and not the Service Provider. Where an industry Complaint is lodged with a Service Provider without evidence or indication that the Complaint has also been lodged with URCA, the Service Provider shall not address the Complaint, shall return the Complaint to the complainant and shall notify the complainant that any further contact regarding the Complaint should be from URCA and not from the Service Provider.

## 9.8 Investigations, Complaints Handling and Sanctions by URCA

9.8.1 URCA will oversee compliance with and administration of these Regulations.

9.8.2 URCA will analyse and investigate Consumer and industry Complaints against Service Providers to determine whether there has been a breach of the Regulations. If URCA finds there has been a breach of the Regulations, URCA will consider the following factors in arriving at a decision on the remedial actions or penalties to be imposed:

- (a) seriousness of the breach;
- (b) past conduct of the Service Provider regarding compliance with the Regulations;
- (c) representations made by the Service Provider regarding the alleged breach and related circumstances; and
- (d) in the case of a breach of Customer Quality of Service standards, any compensation offered by the Service Provider to Consumers affected by the breach.

9.8.3 URCA may issue a notice to a Service Provider with no record of past breaches of these Regulations, identifying remedial measures to be undertaken but imposing no other penalties or sanctions.

9.8.4 Continuing, repeated and or multiple breaches of a similar nature of these Regulations by a Service Provider shall be reviewed by URCA to 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:

- (i) issue an order under section 63 of the Electricity Act;
- (ii) issue a determination pursuant to section 64 of the Electricity Act;
- (iii) impose a financial penalty under section 72 of the Electricity Act; and
- (iv) suspend or revoke the Service Provider's licence under section 72 (2) of the Electricity Act.

9.8.5 Unless otherwise specifically identified by URCA, the parties to a Complaint shall be responsible for their own costs or expenses associated with the Complaint. URCA shall also identify any circumstances in which any costs or charges will be payable to URCA in connection with its involvement in the resolution of any complaint, prior to a party incurring the payment obligation.

## 9.9 Appeals Process

9.9.1 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 XIV of the Electricity Act, in accordance with the practices and procedures described therein.

## 9.10 Confidentiality

9.10.1 Confidential information disclosed in the course of any Complaint or compliance proceeding under these Regulations may only be protected if URCA forms the view that it is commercially confidential information as provided for under section 75 of the Electricity Act.

9.10.2 Subject to these Regulations and any requirement under section 75 of the Electricity Act or any other law, where URCA declares information disclosed by a party in connection with a Complaint as commercially confidential, URCA, in its discretion, may not disclose the commercially confidential information to the other party to the complaint and will advise that party that, aside from a

redacted version, all of the information cannot be revealed because of its commercially confidential nature.

Question 9:

- a) Do you agree with URCA's proposals in Part 9 of the draft Electricity Sector Consumer Protection Regulations regarding how URCA will monitor compliance with the Regulations, and periodically review and amend the Regulations? If not, why not?
- b) Should any other provisions be included in Part 9 or any removed?

## Schedule 1

### Customer Quality of Service Standards

Table 1	SERVICE CATEGORY	TARGET
1.	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)	Within 5 Business days
2.	Simple Service Connection (Final Connection to Existing Overhead Infrastructure within 60 feet/under 60 amps)	No charge for service connection Within 5 Business days
3.	Simple Service Connection (Final Connection to Existing Underground Infrastructure where service pillars or padmount transformers exist)	Customer Cost Estimate within 10 Business days Connection within 21 Business days following full payment
4.	Complex Service Connection (Connections beyond 60 feet requiring service extensions)	Customer Cost Estimate within 21 Business days following receipt of all required information needed for design Connection within 45 Business days following full payment
5.	Complex Service Connection (Connections requiring system reinforcements)	Customer Cost Estimate within 45 Business days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.
6.	Complex Service Connection – Developments, Subdivisions or projects requiring site visits	Customer Cost Estimate within 60 Business days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.
7.	Meter Reading (Frequency of Meter Reading)	100% of Residential Consumer Meters read every 3 months 100% of Commercial Consumer meters read every 2 months

8.	Billing Period (Period between two meter readings whether actual or estimated)	95% of Consumers in the Billing Period shall be invoiced for no more than 33 days
9.	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	Within 2 business days after required payment received by BPL
10.	Wrongful Disconnection – Reconnection of a consumer account that was disconnected in error (i.e. customer not eligible for disconnection)	Reconnection within 6 Business hours of notification by the consumer and verification by BPL.
11.	Outage Notices	All Planned Outages announced via the local media 48 hours in advance of scheduled works
12.	Trouble Call Dispatched to 24 Hour Service Crews	Within 24 hours of receipt of verified trouble call unless specific arrangements are made with the consumer to address otherwise.
13.	Voltage Complaints – Resolution of High/Low Voltage complaint	Visit within 24 hours, resolved where possible during this visit. For issues requiring system changes –assessment within 5 Business days Resolution within 30 Days
14.	Billing Complaints	Acknowledgement within 5 Business days Response within 10 Business days to advise resolution or whether additional testing/investigation is required.
15.	Fault Repair – On a single consumer service (after review by Emergency Services and call passed for further action)	Within 12 hours
16.	Fault Repair System – Time to restore supply to multiple consumers affected by a Distribution System Fault	Within 24 hours
17.	Response to Consumer Claims for Damage (Acknowledgement)	Acknowledgement returned to consumer on completed submission of required documentation within 5 Business days
18.	Response to Consumer Claims for Damage (Resolution)	Review completed and initial response provided within 2

		months of receipt of the completed consumer claim

### Customer Guaranteed Standard of Service

Table 2	STANDARD	TARGET	COMPENSATION
1.	Service Activation/Transfer of Service	5 Working Days	\$10.00 applied to the customer's account
2.	Reconnection after disconnection for non-payment	2 Working Days	Refund of the Reconnection Fee
3.	Reconnection after wrongful disconnection	1 Working Day	\$20.00 applied to the customer's account during the next billing cycle



## Annex B: Summary of Consultation Questions

### Question 1

- c) Do you agree with URCA's proposal in Part 1 of the draft Electricity Sector Consumer Protection Regulations? If not, why not?
- d) Should any other provisions be included in Part 1 or any removed?

### Question 2:

- e) Do you agree with URCA's proposals in Part 2 of the draft Electricity Sector Consumer Protection Regulations regarding what Service Providers must do for Consumers in relation to sales and service, including the provision of information and contracting? If not, why not?
- f) Should any other provisions be included in Part 2 or any removed?

### Question 3:

- c) Do you agree with URCA's proposals in Part 3 of the draft Electricity Sector Consumer Protection Regulations regarding what are a Consumer's obligations to their Service Providers? If not, why not?
- d) Should any other provisions be included in Part 3 or any removed?

Question 4:

- f) Do you agree with URCA's proposals in Part 4 of the Electricity Sector Consumer Protection Regulations regarding Billing and Credit Management and what Service Providers must do in relation to Billing and providing information about bills and charges for the services they supply as part of their standard market offerings? If not, why not?
- g) Do you agree with URCA's proposals in Part 4 regarding what Consumers are entitled to from Service Providers and what Service Providers must do in relation to the provision and management of credit for services and products supplied? If not, why not?
- h) What are your views on URCA's proposals in Part 4 for the Disconnection of a Customer's Services for non-payment of bills?
- i) Do you agree with URCA's proposal that late payment fees and reconnection fees charged by Service Providers should be reasonable, proportionate to the costs incurred by Service Providers as a result of the late or non-payment of Bills and should not represent or cause an inordinate burden to Customers? If not, kindly suggest an alternative approach.
- j) Should any other provisions be included in Part 4 or any removed?

Question 5:

- d) Do you agree with URCA's proposals in Part 5 of the draft Electricity Sector Consumer Protection Regulations regarding what Consumers are entitled to from Service Providers and what Service Providers must do in relation to handling and Resolving Complaints regarding the supply of Services and Products?
- e) Do you agree with URCA's proposals in Part 5 regarding Service Providers' requirements for managing, monitoring, analysing and reporting Complaints? If not, why not?
- f) Should any other provisions be included in Part 5 or any removed?

Question 6:

- c) Do you agree with URCA's proposals in Part 6 of the draft Electricity Sector Consumer Protection Regulations regarding the minimum Quality of Service standard levels that Service Providers should attain? If not, why not?
- d) Should any other provisions be included in Part 6 or any removed?

Question 7:

- c) Do you agree with URCA's proposals in Part 7 of the draft Electricity Sector Consumer Protection Regulations regarding the compliance and monitoring arrangements that apply to Service Providers under the Consumer Protection Regulations? If not, why not?
- d) Should any other provisions be included in Part 7 or any removed?

Question 8:

- c) Do you agree with URCA's proposals in Part 8 of the draft Electricity Sector Consumer Protection Regulations regarding how URCA will report on compliance monitoring on a regular basis to ensure the overall effectiveness of the Consumer Protection Regulations? If not, why not?
- d) Should any other provisions be included in Part 8 or any removed?

Question 9:

- c) Do you agree with URCA's proposals in Part 9 of the draft Electricity Sector Consumer Protection Regulations regarding how URCA will monitor compliance with the Regulations, and periodically review and amend the Regulations? If not, why not?
- d) Should any other provisions be included in Part 9 or any removed?

