



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

## **STATEMENT OF RESULTS AND FINAL DECISION**

**ES 12/2020**

Issue Date: 9 December 2020

UTILITIES REGULATION & COMPETITION AUTHORITY

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# 1 Introduction

The Utilities Regulation and Competition Authority ('URCA') hereby issues this Statement of Results and Final Decision further to its Consumer Protection Regulations in the Electricity Sector in The Bahamas- ES 11/2020 ("the Consultation Document")<sup>1</sup>, published on the 28 September 2020.

One of the primary roles of URCA is the regulation of the Electricity Sector (ES) in keeping with the overarching goals, objectives and principles advanced by the National Energy and Electricity Sector policies. URCA acknowledges that the Licensee Consumer relationship is at the core of the ES and has significant impact on the advancement of the sector, which was the motivation for establishing Consumer Protection Regulation for the Electricity Sector in The Bahamas ("ES CPR").

Simultaneously with this Statement of Results, URCA will publish the "Consumer Protection Regulations for the Electricity Sector in The Bahamas" (ES 13/2020) on its website as a standalone document. URCA will revise the Consumer Protection Regulations for the Electricity Sector from time to time consequential to industry experiences, developing law, best practices and any changes to URCA's powers and responsibilities. The Licensees and Consumers in the ES are to be guided by these regulations and the procedures established therein. The main objectives of the 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;
- establish a series of reporting requirements on the licensees so that URCA can survey the effectiveness of the ES CPR when implemented and take appropriate action to address any deficiencies consequential to their application in the ES.

## 1.1 Consultation Process

URCA considers the Consumer Protection Regulations to be of public significance, with potentially far-reaching impact on the Electricity Sector. As a result, URCA initiated the public consultation process and published the Consultation Document on the 28 September 2020 which, inter alia, contained in the draft Consumer Protection Regulations that URCA proposed to implement for the Electricity Sector. URCA invited members of the public, Licensees, stakeholders, and interested parties to submit written comment on the ES CPR on or before the 28 October 2020.

URCA received comments from key industry stakeholders indicating that additional time to formulate responses to the issues and questions involved in the Consultation was needed.

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<sup>1</sup> <https://www.urbahamas.bs/consultations/es-11-2020-consumer-protection-regulations-for-the-electricity-sector-in-the-bahamas-consultation-document/>

Consequently, URCA, by Public Notice, extended the deadline for the submission of responses to the 9 November 2020 to ensure that the Consultation was as comprehensive and inclusive as possible. This Public Notice was published on URCA's website the 30 October 2020.

Further URCA held an educational initiative where they appeared on radio talk shows such as "The Hit Back" with Nahaja Black and "Morning Blend" with Dwight Strachan on the 3 and 5 November 2020, respectively where URCA explained the rationale for the development of the ES CPR and an appeal was made to the public to participate in the consultation process.

URCA recognises the importance of an open and transparent consultation process and is satisfied that it has discharged its statutory duty under the Electricity Act 2015 by permitting all persons with interest in the subject matter of the Consultation Document a reasonable opportunity to make submissions.

## **1.2 Responses to the Consultation**

The period in which submissions could be made closed on the 9 November 2020. URCA received submissions from RAV Bahamas (RAV), Bahamas Telecommunication Company Limited (BTC) and Bahamas Power and Light Limited (BPL). The full text of these submissions can be found at [www.urbahamas.bs](http://www.urbahamas.bs).

URCA extends thanks to all Respondents for their participation in the consultation process and the submissions proffered.

## **1.3 Purpose of this Statement of Results and Final Decision**

In this Statement of Results and Final Decision, URCA:

- Summarises the written submissions received in response to the Consultation Document;
- Provides URCA's analysis of the written submissions submitted by the Respondents; and
- Set forth URCA's review and Final Decision subsequent to the Public Consultation.

## **1.4 Structure of the remainder of this Document**

The remainder of this consultation document is structured as follows:

Section 2: Outlines the regulatory framework which enables URCA to take the action herein;

Section 3: Summarises the comments received and outlines URCA's responses and Final Decisions;

Section 4: Outlines URCA's conclusions and next steps; and

Section 5: Provides the Schedule of Amendments Consequential to Consultation Submissions.

## **2 Regulatory Framework**

### **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, provisions of the Electricity Act and enforcing compliance with Licensees' licence conditions.

In particular, Section 38(3) (c) of the Electricity Act empowers URCA to issue regulations stating:

*Without prejudice to the generality of subsection (2) and for the purpose of carrying into effect the sector policy objectives, URCA may issue regulatory and other measures , including without limitation... issuing regulations, directions, decisions, statements , instructions and notifications.*

As indicated in the Introduction, the Consumer Protection Regulations are intended to establish a comprehensive framework that guides the Consumer- Licensee relations and establishes the minimum standard of service the Consumer can expect from licensees in the ES. While URCA acknowledges that the Licensee's Consumer Protection Plan (CPP) may provide for some of the fundamental issues regarding Consumer protection, in most cases it is treated with at a very high level without adequately prescribing practices and procedures.

## **3 Summary of Comments and URCA's Responses**

URCA sought the 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, practice and procedure a Consumer can expect from Service Providers in the Electricity Sector. URCA hereby publishes a summary of the responses to the Consultation Document, its analysis and comments on the responses and its Final Decision. URCA has duly considered all written submissions proffered. However, URCA has not included every consideration in this Statement of Result and Final Decision. The absence of a response by URCA to any comment raised by a Respondent does not indicate URCA's agreement in whole or in part with the comment, nor does it suggest URCA's lack of consideration or finding that the comment was without merit.

### **3.1 General Comments received on the Consultation**

#### BTC's response

BTC commented that URCA's decision to separate the Electronic Communication Sector ("ECS") and the Electricity Sector ("ES") CPR was encouraging and demonstrated URCA's willingness to cooperate with industry stakeholders. BTC's general review of the proposed CPR for the ES found

it to be helpful in elevating the industry standards and capable of improving the level of satisfaction experienced by Customers/Consumers.

Notwithstanding, BTC expressed some concerns with the proposed CPR and took the opportunity to highlight the same. BTC thought it to be an opportune time for URCA to take steps towards improving the Service Levels (SL) as it relates to Power Reliability and Power Quality provided by the Service Provider (SP) to customers.

BTC referred to the Key Performances Indices (KPIs) introduced in the Electricity Sector of Barbados in 2008 namely: System Average Interruptions Duration Index (SAIDI), System Average Interruption Frequency Index (SAIFI) and Customer Average Interruption Duration Index (CAIDI), or the introduction of similar KPIs as a starting point for regulatory monitoring of the reliability of power provider by the Service Provider to the Customer/Consumer. BTC conveyed its belief that the baseline information gathered by these KPIs can be used as a guide to improve the reliability of electricity.

BTC advanced that its cost for providing services had increased due to frequent outages, and suggested the use of the approach found in the ECS or the model implemented in Barbados to place BPL on a glide path to industry standard power reliability in the near future. BTC noted that the ES CPR focuses on Quality of Service as it relates to customer service and satisfaction, however, advanced the overall customer experience is shaped by the quality of power delivered. Further, BTC advanced that inconsistent and poor power supply has led to rapid deterioration or failure of its equipment in advance manufacturer recommendations.

BTC stated that, while there are Quality of Power Metrics found in BPL's Consumer Protection Plan (CPP), the inclusion in the CPR or related document would allow for a standardised set of expectations from the ES, and regulatory intervention by URCA.

#### URCA's response

URCA notes BTC's general comments on the Consumer Protection Regulations for the ES and thanks BTC for its overall support of the implementation of same.

URCA acknowledges BTC's comments, comparative analysis and recommendations regarding the use of KPIs. URCA agrees with the proposition that the introduction of KPIs in the ES can be used as a guide to improve the reliability of electricity and allow for monitoring as the Regulator. It was on this premise, inter alia, URCA issued the Public Electricity Supply Licensees Reporting Obligations Procedures and Guideline Consultation document ES 02/2020<sup>2</sup>, on the 20 February 2020. These Procedures and Guidelines set out the manner in which ES Licensees should submit to URCA information and data relating to their performance in compliance with their licence conditions and in accordance with the Electricity Act 2015. In this document URCA identifies Key Performance Areas (KPA) and a number of possible key performance Indicators (KPIs) for

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<sup>2</sup> <https://www.urbahamas.bs/wp-content/uploads/2020/02/PESL-REPORTING-OBLIGATIONS-PROCEDURES-AND-GUIDELINES-ES-02-2020.pdf>

electricity. The proper use of the identified KPIs will ensure that reporting in the ES meets international best practice. The Statement of Results and Final Decision ES 10/2020<sup>3</sup> was issued on the 26 August 2020, URCA is satisfied that BTC's concerns regarding KPIs are adequately addressed therein.

#### BPL's response

BPL commented that it supports URCA's decision to establish separate CPR for the ES and agrees with the objectives of the Draft CPR as set out in the Consultation document. BPL considered there to be a need for clear guidelines to inform the expectations of customers in the ES while the measures to achieve this should not place an unnecessary burden on the Licensees.

BPL questioned whether the complaints referred to by URCA in its Consultation Document followed the Complaints Handling Procedures which allowed the SP an opportunity to resolve the complaint before escalating to URCA. BPL also referred to URCA's 2019-2020 Annual Plan which cited 72 complaints received, BPL made the presumption that this figure was complaints received for both ECS and ES.

#### URCA's response

URCA notes BPL's general comments on the CPR and the support of the objectives of the same.

URCA clarifies for BPL that all Consumers lodging complaints are directed to exhaust all complaint processes offered by the SP before elevating the complaint to URCA. Further, Consumers are referred to the URCA's Consumer Complaints Handling Procedure URCA 05/2018<sup>4</sup>, which details the steps for lodging a complaint. URCA acknowledges BPL's reference to the number of complaints as found in URCA's 2019-2020 Annual Report. Although URCA did not include specific complaints and/or specify the frequency of complaints in the Consultation Document, the position remains that since becoming the Regulator of the ES it has and continues to receive complaints regarding the supply of electricity throughout The Bahamas. As the timely and effective resolution of complaints forms a critical component of the Consumer-Service Provider relationship, the Consumer Protections Regulations provides the necessary framework of minimum rights and obligations within which the complaints should be addressed. The CPR will work in tandem with Complaints Handling processes offered by the Service Provider.

### **3.2 Responses received to Specific Consultation Questions**

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<sup>3</sup> <https://www.urbahamas.bs/wp-content/uploads/2020/08/Public-Electricity-Suppliers-PES-Reporting-Obligations-Procedures-and-Guidelines-Final-Decision-on-Reporting-Requirements-10-2020-26-August.pdf>

<sup>4</sup> [https://www.urbahamas.bs/wp-content/uploads/2018/10/Consumer-Complaints-Handling-Procedures\\_Final.pdf](https://www.urbahamas.bs/wp-content/uploads/2018/10/Consumer-Complaints-Handling-Procedures_Final.pdf)

**PART 1 INTRODUCTION**

*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?*

RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	FINAL DECISION
BPL	<p>a) BPL agreed with the proposal contained in Part 1 of the Consultation document.</p> <p>b) BPL suggested the inclusion of the definition of non-complaint contacts to differentiate between Customer/Consumer complaints and concerns.</p> <p>BPL raised the concern that they are committing to a future document which establishes Quality of Service Standards as prefaced in URCA’s consultation document. BPL expressed that this CPR commits them to Quality of Service Standards without a clear definition of what it entails and how it may impact resources.</p>	<p>URCA notes BPL’s comments regarding Part 1 of the CPR.</p> <p>URCA has no objection to the inclusion of the definition of “non-complaint”.</p> <p>URCA disagrees with BPL’s proposition that the CPR somehow commits it to a future document establishing Quality of Service Standards. BPL is reminded that it was statutorily required, pursuant to section 40(1) and (2)(a) of the EA, to submit a plan proposing Standards for the protection of its Electricity Consumers. BPL’s Consumer Protection Plan (CPP) was submitted and approved by URCA on the 29 August 2019. The CPP at Part 9 includes a table of guaranteed standards, and it must be</p>	<p>No change required.</p> <p>URCA will include the following definition; <b>Non-complaint contact</b> means Consumers who seek to engage the Service Provider on general inquires, information exchange, and or dialogue not amounting to a complaint.</p> <p>No change required.</p>



	<p>BPL recommended the definition of “Security Deposit” be changed as the purpose of the security deposit is to cover outstanding consumption and balances at the time the customer account is terminated. The security deposit is not consumed during regular billing cycles, as suggested by the stated definition.</p> <p>BPL suggested amending the definition of “Authorised Representative” so that it applies to representatives of SPs.</p> <p>BPL suggested the rewording of the definition of ‘Suspension’ to mean temporary prevention by a SP of use of services by a customer.</p>	<p>emphasised that standards already exist. The CPP is subject to review and amendment periodically and by extension so are the standards. More importantly, in accordance with the EA, URCA is required to consult on all regulatory or other measures of public interest, allowing interested parties a reasonable opportunity to comment. Therefore, any document relative to the Quality of Service Standards within the ES BPL will be afforded the opportunity to participate in the Consultative Process.</p> <p>URCA notes BPL’s explanation as to how the Security deposits (SD) are treated within their company. URCA will amend the definition to ensure clarity.</p> <p>URCA has no objection to this amendment.</p> <p>URCA has no objection to this amendment.</p>	<p>URCA will amend to the definition of Security deposit as follows; “Security Deposit means a payment collected by a Service Provider from a Customer to mitigate any actual or perceived credit risk which the Service Provider assumes in providing Services to that Customer”.</p> <p>URCA amends the definition of “authorised representative” to include the SP. (See table at Schedule 1 herein)</p> <p>URCA amends the definition of “Suspension”. (See table at Schedule 1 herein)</p>
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	BPL suggested the inclusion of the word “pandemic” to the list of force majeure events.	URCA has no objection to this amendment.	URCA amends the definition of “Force majeure” to include pandemic. (See table at Schedule 1 herein).
<b>PART 2 CONSUMER SALES, CONTRACT AND SERVICES</b>			
<p><i>Question 2:</i></p> <p>a) <i>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?</i></p> <p>b) <i>Should any other provisions be included in Part 2 or any removed?</i></p>			
RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	URCA’S FINAL DECISION
RAV	<p>a) RAV referred to clause 2.7.3 and stated that the Consumer needs to be able to take service within this 45 days.</p> <p>RAV referred to clause 2.7.5 and stated that the meter base is the Consumer’s obligation which is approved by the Service Provider (SP) and must be in good condition.</p>	<p>URCA notes RAV’s comments on clause 2.7.3 and states that BPL expressed a similar concern and offered an amendment to the clause requiring the Consumer to have satisfied all conditions to receive service. URCA accepted the amendment.</p> <p>URCA notes RAV’s queries regarding clause 2.7.5 and clarifies that this particular clause addresses the SP’s obligation to provide suitable metering devices in a timely manner, after the Consumer has received necessary approvals and the required meter can.</p>	<p>URCA amends clause 2.7.3 as follows; 2.7.3The 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 subject to the Consumer satisfying the Service Provider’s conditions of receiving supply.</p> <p>No change required.</p>

	<p>RAV referred to clause 2.7.9 and asked whether electronic readings satisfy this clause.</p> <p>RAV referred to clause 2.7.11 and stated that SP should have access during business hours.</p> <p>RAV referred to clause 2.8.3 and asked how much advance notice.( now clause 2.8.4 after amendments)</p> <p>RAV referred to clause 2.8.4 and asked how notice to be given is. (now clause 2.8.5 after amendment)</p>	<p>URCA notes RAV’s query concerning clause 2.7.9 and confirms that the clause does include electronic or remote reading procedures. Further, URCA clarifies that this clause is meant to remedy the practice of prolonged periods of estimated billings by the Service Provider.</p> <p>URCA notes RAV’s query regarding clause 2.7.11. Pursuant to regulation 9 of the Bahamas Electricity Corporation Regulations the Consumer meters are required to be accessible to SP between hours of 8am – 9pm and at all times during an emergency. However, URCA clarifies that this clause also seeks to ensure that metering devices are not changed and or replaced without the prior knowledge of the Consumer, thus affording the Consumer the opportunity to verify any readings on the meter at the time of such change and/or replacement.</p> <p>URCA notes RAV’s query concerning clause 2.8.3 (now 2.8.4 after amendments) and clarifies that the clause speaks to the obligation of the SP to advise Consumers of any planned disruption of services. URCA refers RAV to schedule 1 Quality of Service Standards section 11 as amended herein which requires the SP to give 24hour notice.</p> <p>URCA notes RAV’s query in reference to clause 2.8.4(now 2.8.5 after amendments) and clarifies that notice can be given through, but is not limited</p>	<p>No change required.</p> <p>No change required.</p> <p>No change required.</p> <p>No change required.</p>
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		to, public/community announcements, broadcasting, Service Provider websites and or social media. URCA refers RAV to schedule 1 Quality of Service Standards section 11 as amended herein	
BTC	a) BTC referred to clauses 2.7.3 and 2.7.4 and stated the proposed 45 days for meter installation and 30 days for meter replacement is too long to wait for service. BTC proposed a standardise 10 days for installation and 7 days for replacement.	URCA notes BTC's comments and recommendations regarding Clauses 2.7.3 and 2.7.4. However, URCA disagrees with BTC's proposal to reduce the timeframes to ten (10) and seven (7) days, respectively. URCA is considers that the Regulations must have general application throughout the archipelago of The Bahamas and believes that the established timelines are reasonable having regard to, inter alia, the disparity in resources between in population centers such as New Providence and those on remote Family Islands. As such, the suggested reduction in timelines may create practical and logistical challenges for SPs. URCA also considers it impractical for the Regulations to be prescriptive to the extent that it sets out in the alternative timelines for each Family Island for meter installation and replacement.	URCA will not reduce the timeframes found in clause 2.7.3 and 2.7.4 as suggested, at this stage, but may consider this issue in the future based on Consumer and industry experiences.

	<p>BTC referred to clause 2.7.8 and agreed that meter readings should be taken to match the billing period however disagreed with the period of time if the Service Provider (SP) is unable to do so. BTC recommended that the SP commit to a minimum percentage of customers meter they will read each month/billing period.</p> <p>BTC referred to 2.7.9 and disagreed with the provision, BTC stated that the Customer has the expectation that they will receive a bill each month/billing period. BTC recommends if the SP is unable to meet this expectation for any reason they can provide an estimated billing based on the average consumption of the Consumer.</p> <p>b) BTC noted that URCA was comprehensive in this section however were silent on:</p> <p>i. Streetlight repairs, BTC recommends the introduction of the requirement that SP repair</p>	<p>URCA notes BTC’s comments regarding clause 2.7.8. It was open to BTC to provide timelines in the alternative (with reasons) for URCA to consider. In the absence thereof, URCA considers the periods set out in the Regulations for meter readings to be reasonable and fair to all Consumers. URCA does not consider the recommendation by BPL to have SPs commit to a minimum percentage of meter reading to be reasonable, practical, non-discriminatory or in keeping with best practice. URCA particularly considers that ALL customers should reasonably expect to have their meters read by the SP within the periods established under the Regulations.</p> <p>URCA notes BTC’s comments regarding clause 2.7.9. URCA emphasises that this clause is only engaged in exceptional circumstances and does not apply in an ordinary cases.</p> <p>URCA notes BTC’s comments regarding silence on streetlight repairs. URCA did not include this regulatory measure in the CPR Consultation Document and therefore cannot imposed such measure without consultation. This</p>	<p>URCA will make no amendments to clause 2.7.8.</p> <p>URCA will make no amendments to clause 2.7.9</p> <p>URCA will make no additions to clause 2 regarding streetlight repairs.</p>
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	<p>street lights within 7 days of notification of inoperability</p> <p>ii. Claims for damages as a result of fault of the SP, BTC recommends the introduction of matrices relating to acknowledgement of the claim and resolution of the same</p>	<p>recommendation can be taken into consideration upon review of the CPR.</p> <p>URCA notes BTC’s comments regarding silence on claim damage matrices. URCA restates that such regulatory measure cannot be imposed in absence of having been consulted on. URCA states that a Service Provider’s CPP is expected to address damage claims.</p>	<p>URCA will make no additions to clause 2 regarding damage claim matrices.</p>
BPL	<p>a) BPL agreed generally with the proposal set out in Part 2 of the Draft ES CPR and undertakes to include the terms of sales, contracts and services in the information contained in its websites.</p> <p>BPL suggested that URCA should provide further details and assessment criteria relative to the credit assessment before finalising this document.</p> <p>BPL referred to clause 2.7.1 and the delays contained therein, BPL noted that delays attributable to other government agencies which they have no control over was not considered and included.</p> <p>BPL advised that there is normally no applicable compensation related to any outages because the meter</p>	<p>URCA notes BPL’s comments. URCA clarifies that this clause refers to a review of any previous or existing accounts held by the Consumer with the SP, and or any creditable Consumer reporting agency, which is the general business practice of most companies. It is not URCA’s intent to prescribe what amounts to a credit assessment for the SP. URCA considers that credit assessments are more appropriately performed in accordance with the SP’s procedures and processes as a Customer’s credit worthiness may have direct financial implications on the SP.</p> <p>URCA notes BPL’s comments. URCA considers that delays attributable to governmental agencies are captured under 2.7.1 (c). URCA does not agree with the need to address that as a standalone delay.</p> <p>URCA notes BPL’s comments. URCA encourages BPL to improve outage intelligence, as a power</p>	<p>URCA will not provide assessment criteria relative to a credit assessment.</p> <p>URCA will not amend 2.7.1 to include government agencies delay as a standalone.</p> <p>No change required.</p>

	<p>does not advance when supplies are off, therefore customers are not charged when supplies are interrupted. BPL has already begun investing in systems to detect and minimize outages. BPL said that it is able to detect service challenges at the feeder level but not individual customers.</p> <p>BPL restated that meters did not advance while supply is not available, customers with rate classes with applicable demand charges however will continue to see demand charge as long as supply is available.</p> <p>b) BPL suggested that clause 2.4.1 should include the option for BPL to provide the Consumer with information on how to access its Consumer Protection Plan on its website.</p>	<p>outage is the primary source of Consumer complaints.</p> <p>URCA notes BPL’s comments.</p> <p>URCA has no objection to this proposal.</p>	<p>No change required.</p> <p>URCA makes the following amendment to clause 2.4.1; “Where applicable, before a contract is entered into, a Service Provider must inform the Consumer of:</p> <ul style="list-style-type: none"> <li>i. description of the goods and/or services to be provided;</li> <li>ii. the cost of the service provided;</li> <li>iii. timeline and/or frequency for delivery of the service;</li> <li>iv. how to access a copy of the Consumer Protection Plan”.</li> </ul>
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PART 3 CONSUMER OBLIGATIONS			
<p><i>Question 3:</i></p> <p>a) <i>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?</i></p> <p>b) <i>Should any other provisions be included in Part 3 or any removed?</i></p>			
RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	URCA’S FINAL DECISION
RAV	<p>a) RAV referred to clause 3.2.1 and stated there is a need to define acceptable normal business hour times and emergency conditions.</p> <p>RAV referred to clause 3.3.4 and asked about theft of power.</p> <p>RAV referred to clause 3.6 and stated clear access to read and service metering equipment and clearing of vegetation that is harmful if came into contact with (poison ivy ), SP has right to cut or trim such vegetation.</p>	<p>URCA notes RAV’s comments regarding clause 3.2.1. URCA refers RAV to its comments under part 2 of the table herein.</p> <p>URCA notes RAV’s comment regarding clause 3.3.4. URCA clarifies that this clause does not solely address theft of power and or deliberate malfeasance. The clause is drafted to cover a wider scope of Consumer owner equipment. For example, the Consumer may install equipment that introduces harmful harmonics, or large in-rush power requirement creating system instability.</p> <p>URCA notes RAV’s comments regarding clause 3.6. URCA finds merit in the issue raised by RAV and addresses the same by the amendment to 3.6.1 which speaks to the Consumer’s obligation regarding trees and vegetation in relation to overhead lines conductors and access to meters. However URCA is unable to give the SP the right to</p>	<p>No change required.</p> <p>No change required.</p> <p>URCA makes the following amendment:  “3.6.1 A Consumer shall keep all trees, vegetation and similar growth on the Consumer’s property clear of all overhead lines, service conductors and access to meters.”</p>



		cut or trim such vegetation. This is more appropriately dealt with in the Service Contract between the SP and the Consumer.	
BPL	<p>a) BPL agreed with the proposals contained in Part 3 ES CPR. BPL stated it is imperative that they have unfettered access to its equipment in order to ensure safety and reliability. BPL emphasised that customers should in no way interfere with BPL's equipment or redirect, share or resell energy.</p> <p>b) BPL suggested the inclusion of a section detailing with the treatment of unmetered supply which results from irregularity which results from consumer tampering and or theft.</p> <p>BPL suggested that URCA address the misuse of temporary supply services and ensure customers are made aware that the same must be utilised only for approved purposes.</p> <p>BPL suggested that URCA include specific guidelines detailing that Customers shall maintain a distance of 10ft</p>	<p>URCA notes BPL's comments.</p> <p>URCA notes BPL's comments. URCA considers that unmetered supply is broadly captured by clause 3.3. URCA further considers that the treatment of unmetered supply, consumer tampering, and theft are more appropriately addressed under the Penal Code and other relevant penal statutes.</p> <p>URCA notes BPL's comments. URCA states that the misuse of temporary supply is broadly addressed in clauses. 3.3., 3.5, and 3.7. URCA restates that misuse of temporary supply is more appropriately addressed under the Penal Code and other relevant penal statutes.</p>	<p>No change required.</p> <p>URCA will not include anything further under Part 3 of the Regulations regarding unmetered supply, consumer tampering and theft.</p> <p>URCA will not include anything further under Part 3 of the Regulations regarding the misuse of temporary supply services.</p>

	<p>away from BPL power lines when attempting to cut trees. Further that URCA should include a clause which prohibits the customer from planting trees within 15ft of power lines or equipment.</p> <p>BPL referred to clause 3.6.4 and suggested that it should be amended to state that these activities will be carried out at the expense of the Customer.</p> <p>BPL suggested that the customer should notify the SP within 10 days of a change in personal and contact information.</p>	<p>URCA disagrees with BPL that URCA should establish guidelines that specify a particular distance away from the power line, and directing consumers what and where to plant on their property. BPL's proposed guidelines goes beyond URCA's statutory remit. However, as the SP, BPL has the right to include this in their Services Contracts with the Consumer. It is open to the SP to make safety information regarding trees and vegetation readily available to Consumers through public safety awareness campaigns, social media, and website.</p> <p>URCA disagrees with BPL's proposal to include that tree trimming pursuant to 3.6.4 shall be at the expense of the Customer. It is more appropriate for the SP to include such a term in their service contract with Consumer.</p> <p>URCA disagrees with BPL's proposal for it to impose a timeline on BPL's customer to notify BPL of change to personal and/or contact information and considers it more appropriate for the SP to include such a term in their service contract with Consumer.</p>	<p>URCA will not include specific guidelines regarding prescribing specific vegetation trees.</p> <p>URCA will not amend 3.6.4 as proposed by BPL.</p> <p>URCA will not amend 3.8.1 as proposed by BPL.</p>
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**PART 4 BILLING AND CREDIT MANAGEMENT**

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?*

RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	URCA’S FINAL DECISION
BTC	<ul style="list-style-type: none"> <li>a) BTC agreed with the proposal relative to the requirement for the SP as it relates to contents, format and availability of bills.</li> <li>b) BTC agreed with URCA’s proposal with regard to what Consumers are entitled to from the SP and what the SP must do in relation to the provision and management of credit from services supplied.</li> <li>c) BTC disagreed with the disconnection policy found in clause 4.13.3 and finds it to be inconsistent with the security deposit policy found in clause 2.5.1, which allows a security deposit for up to three months. BTC suggested this is prejudicial to Customers in cases where the SP is in possession of excess of 30 days charges.</li> </ul>	<p>URCA notes BTC’s comments and support.</p> <p>URCA notes BTC’s comments and support.</p> <p>URCA notes BTC’s comments. URCA amends clause 4.13.3 for clarity and consistency.</p>	<p>No change required.</p> <p>No change required.</p> <p>URCA makes the following amendment to clause 4.13.3; Where a Service Provider has not received payment of the outstanding and undisputed balance on the Customer’s account thirty (30) days after the bill issue date or exhaustion of the Customer’s Security Deposit once the due date has passed, the Service Provider may Disconnect the Customer’s access to its Services.</p>

	<p>BTC found that the clause allowed for disconnections if Customer who have not paid SP within 30 days of the bill issue date, this is inconsistent where the reference point is usually the bill due date. BTC believed a Customer should be disconnected for non-payment if the SP has not received payment for 45 days after the due date.</p> <p>d) BTC disagreed that the SP may charge reconnection fees that are reasonable and proportionate to the costs incurred by SP as a result of late or non-payment. BTC recommended that reconnections fees should be standardised, BTC disagreed with any discretion based on proportionality being allowed.</p> <p>e) BTC had no other recommendation at this time.</p>	<p>URCA notes BTC's comments and recommendation. URCA disagrees with the recommendation that the Customer should be disconnected for non-payment if the SP has not received payments for 45 days after the due date. URCA clarifies that in the ES the bill due date is 30 days after the bill issue date hence the reference made in the CPR. URCA takes into consideration the individuality of the ES, the fact that not every Customer will be required to pay the maximum security deposit of 3 months, and the variability of consumer consumption. URCA's position remains that disconnection is available to the SP as of the bill due date, which is 30 days after the issue date.</p> <p>URCA notes BTC's comments. However URCA disagrees with BTC's proposal of a standardised reconnection fee. URCA considers that each case of disconnection and following reconnections will have variables unknown to URCA, which the SP should be able to recover from the Consumer cost incurred.</p> <p>URCA notes BTC's comments.</p>	<p>URCA will not amend the timeframe in which the SP can disconnect.</p> <p>URCA will not standardise reconnection fees.</p> <p>No change required.</p>
BPL			URCA will not amend the timeline in

	<p>a) BPL disagreed with the timelines associated with timeliness of Billed charges. BPL referred to clause 4.6.1 specifically which states SP may not bill the customer for that period after the expiry of three month from the end of the billing period. BPL suggested exceptions to the clause be made in instances where the Customers are engaged in theft or unauthorised activity. Additionally, BPL recommended inclusion of a further exception that where there is difficulty delivering bills electronically or otherwise the SP should not be excluded from billing for charges during a period that the Customer claims that there was no delivery of a bill.</p> <p>b) BPL considered 12 months to be more reasonable than the stated 3 months for circumstance where the SP fails to ensure all charges for the current bill period are included in its bill outside of the above suggested exceptions.</p>	<p>URCA notes BPL’s comments regarding clause 4.6.1.</p> <p>URCA disagrees with BPL’s proposal to extend the time from 3 to 12 months. URCA states that the Consumer has obligated itself through a service contract with the SP to pay for the services provided at the agreed rates and charges. URCA</p>	<p>section 4.6.1, however will make amendments to reflect exceptions regarding Consumer theft and Consumer wilful obstruction. UCRA makes the following amendment; “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 except in cases of;</p> <ul style="list-style-type: none"> <li>(a) Consumer theft; and or</li> <li>(b) Consumer wilful acts to prevent the Service Provider from delivering the Bill for the Billing period.</li> </ul> <p>URCA will not reduce the time found in Clause 4.6.1 however will make the exceptions as listed above.</p>
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	<p>c) BPL generally agreed with the proposal regarding disconnection of service due to non-payment of bills. BPL commented that clause 4.13.4 is not in alignment with BPL’s current treatment of security deposit. BPL agreed with the proposal regarding notice of disconnection and the timeframe proposed.</p> <p>d) BPL agreed that late fees payment and reconnection fees charged by SP should be reasonable and proportionate to the costs incurred by the SP and should not be an inordinate burden on the Customer.</p> <p>e) BPL agreed with the proposed regulation relative to billing charging collection and credit practices. BPL did</p>	<p>deems it prejudicial to the Consumer if SP does not provide bill information on the amount the Consumer must pay and or this information is not reasonably accessible to the Consumer. The Consumer should not be penalised, and be expected to adhere to the terms outlined in Clause 4.13 when the SP has failed to provide a Bill.</p> <p>URCA notes BPL’s comments regarding clause 4.13.4. URCA advises BPL that the CPR was drafted with all SPs in mind and not tailored to one SP. URCA clarifies that it is not directing the SP as to when the Security Deposit is to be applied but rather recognising the SP ability to disconnect an account when the outstanding amount owed surpasses the security deposit held by the SP. URCA amends this section to better clarify the intent.</p> <p>URCA notes BPL’s comments.</p> <p>URCA notes BPL’s comments. URCA has no objection to amending clause 4.1.2 (i) and (j) to</p>	<p>URCA makes the following amendment: “4.13.4 Where a Customer has failed to pay the outstanding and undisputed account balance which exceeds the Customer’s Security Deposit held by the Service Provider, 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.”</p> <p>No change required.</p> <p>URCA will amend clause 4.1.2.(i) and (j) as follows; 4.1.2A Service Provider shall ensure that, at a minimum, the</p>
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	not agree with the inclusion of a refund date or methods of refund on the bills as the same will vary based on the Customer.	remove the requirement of a refund date or method of refund on the bill.	following information is included in all Bills issued by it or on its behalf:...  (i)the payment due date;  (j)methods of bill payment;
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**PART 5 CONSUMER COMPLAINT HANDLING**

*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?*

RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	URCA’S FINAL DECISION
BPL	<ul style="list-style-type: none"> <li>a) BPL agreed with the proposal at Part 5 detailing what Consumers are entitled to from the SP and what SP must do in relation to handling and resolving complaints regarding the supply of services and product.</li> <li>b) BPL agreed with the proposal regarding the SP requirements for managing monitoring analysing and reporting complaints.</li> <li>c) BPL commented that clause 5.8.1 potentially exposed the SP to abuse , BPL asked that a provision be added to provide a level of protection for the SP.</li> </ul>	<p>URCA notes BPL’s comments.</p> <p>URCA notes BPL’s comments.</p> <p>URCA notes BPL’s comments. URCA does not agree that clause 5.8.1 exposes the SP to the potential risk of abuse. The SP has a complaint handling process once advanced and concluded within a reasonable timeframe which is under the</p>	<p>No change required.</p> <p>No change required.</p> <p>URCA makes no amendment to clause 5.8.1.</p>

		sole control of the SP, will determine how efficiently the matter can be resolved.	
<b>PART 6 CONSUMER QUALITY OF SERVICE</b>			
<i>Question 6:</i>			
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?			
RESPONDENT	SUMMARY OF RESPONSE	URCA’S ANALYSIS AND COMMENT	URCA’S FINAL DECISION
BTC	<p>a) BTC agreed with the proposal.</p> <p>b) BTC restated its general comments and stated it is of the view that the CPR particularly the Quality of Service metrics can be further enhanced by the inclusion of Power Reliability and Power Quality KPIs.</p> <p>Additionally, BTC recommended that the SP should be required to report monthly on service outages and the root cause.</p>	<p>URCA notes BTC’s agreement.</p> <p>URCA notes BTC’s comments and refers to its response found under 3.1 in this Statement of Results and Final Decision.</p> <p>URCA notes BTC’s comments and advises that the timelines for the requirement of the SP to report on outages is intended to reasonable and not to unduly burden the resources or impede the SP’s operational activities. URCA considers that the requirement for a licensee to submit reports to URCA is an obligation under its Licence conditions and the EA. It is therefore always open to URCA to request such reports from the SP on an ad hoc basis, where necessary.</p>	<p>No change required.</p> <p>No change required.</p> <p>No change required.</p>
BPL	<p>a) BPL did not agree with the proposal at part 6 in its entirety, regarding the minimum quality standard of service.</p>	<p>URCA notes BPL’s comments.</p>	<p>No change required.</p>



	b) BPL referred to its response under section 3 of their submission.	URCA notes BPL's reference.	No change required.
<b>PART 7 COMPLIANVE AND MONITORING BY SERVICE PROVIDER</b>			
<p><i>Question 7:</i></p> <p>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?</p> <p>b) Should any other provisions be included in Part 7 or any removed?</p>			
<b>RESPONDENT</b>	<b>SUMMARY OF RESPONSE</b>	<b>URCA'S ANALYSIS AND COMMENT</b>	<b>URCA'S FINAL DECISION</b>
BPL	<p>a) BPL agreed with the proposal at Part 7 regarding compliance and monitoring.</p> <p>b) BPL recommended that before finalising this consultation and publishing a final decision URCA should provide a template of the proposed Consumer Protection Regulations Compliance Statement for use by SP.</p>	<p>URCA notes BPL's comments.</p> <p>URCA refers BPL to clause 7.1.3 of the Regulations and considers that this provides the SPs with a very comprehensive guideline for developing the Compliance Statement URCA expects to receive from a SP.</p>	<p>No change required.</p> <p>URCA will not provide a template the SP should be duly guided by the guideline found in clause 7.1.3.</p>
<b>PART 8 COMPLIANCE REPORTING BY URCA</b>			
<p><i>Question 8:</i></p> <p>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?</p> <p>b) Should any other provisions be included in Part 8 or any removed?</p>			
<b>RESPONDENT</b>	<b>SUMMARY OF RESPONSE</b>	<b>URCA'S ANALYSIS AND COMMENT</b>	<b>URCA'S FINAL DECISION</b>
BPL	a) BPL agreed with the proposal at Part 8 regarding how URCA will report on compliance and monitoring.	URCA notes BPL's comments.	No change required.

	b) BPL had nothing to add.	URCA notes BPL's comment.	No change required.
<b>PART 9 MONITORING REVIEW AND AMENDMENTS BY URCA</b>			
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?			
<b>RESPONDENT</b>	<b>SUMMARY OF RESPONSE</b>	<b>URCA'S ANALYSIS AND COMMENT</b>	<b>URCA'S FINAL DECISION</b>
BPL	<p>a) BPL agreed with the proposal at Part 9 regarding how URCA will monitor compliance.</p> <p>b) BPL asked for clarification on the complaints database which will be maintained by URCA, as to whether it will include complaints solely made by the SP or will it include industry complaints.</p>	<p>URCA notes BPL's comments</p> <p>URCA notes BPL's comments and refers to clause 9.1.1, which expressly states that complaints database maintained by URCA will include both complaints by SP and industry complaints.</p>	<p>No change required.</p> <p>No change required.</p>
<b>SCHEDULE 1 CUSTOMER QUALITY OF SERVICE STANDARDS (QSS)</b>			
<b>RESPONDENT</b>	<b>SUMMARY OF RESPONSE</b>	<b>URCA'S ANALYSIS AND COMMENT</b>	<b>URCA'S FINAL DECISION</b>
RAV	RAV referred to section 9 and asked whether it referred to cheque in hand or money in the bank.	<p>URCA notes RAV's comments regarding section 9 of the QSS and clarifies that the tie should start from cheque in hand.</p> <p>URCA agrees with the substitution offered by RAV.</p>	No change required.

	<p>RAV referred to section 10 and asked whether BPL should be substituted with SP.</p> <p>RAV referred to section 13 and stated that RAV would need to purchase a recording voltmeter to be able to evaluate complaints.</p> <p>RAV referred to section 15 and stated that Customers can be served by a transformer which can take longer than 12hrs to repair.</p> <p>RAV referred to section 17 and stated the fault repair clause brings into question who owns cables between the transformer and customer, in other jurisdictions it is usually the customer.</p>	<p>URCA notes RAV’s comments regarding section 13 of QSS, and states it is open to the SP, including RAV, to determine the measures it needs to take and the acquisition of equipment required to comply with the Regulations.</p> <p>URCA notes RAV’s comments regarding section 15 QSS and clarifies that once substantial and consistent efforts are commenced within this timeframe, this would be deemed appropriate.</p> <p>URCA notes RAV’s comments regarding section 17 of the QSS and clarifies that all infrastructure from the utility’s system up to the point of metering is deemed to be the property of the utility / transmission and distribution operator.</p>	<p>URCA makes the following amendment to section 10 of Schedule 1: “Reconnection within 6 Business hours of notification by the Consumer and verification by the Service Provider.”</p> <p>No change required.</p> <p>No change required.</p> <p>No change required.</p>
BPL	<p>BPL stated it had multiple concerns with the Quality of Services Standards as found in Schedule 1 and provided its representations on the same.</p> <p><u>Simple Service Connection (Final Connection to the Existing Underground Infrastructure where service pillars or padmount transformers exist)</u></p>	URCA notes BPL’s comments.	No change required

	<p>BPL commented that URCA must differentiate between simple residential connections and commercial applications which may require special assessment. BPL suggested that simple commercial applications falling into this category should have a target of 15 business days opposed to 10 days.</p> <p>BPL also suggested that the timeframes associated with residential applications should not begin to run until such time BPL's planning department is in receipt of a duly approved Electrical Permit application from the Ministry of Works, also referred to as Approved Specs.</p> <p><u>Complex Service Connection (Connections requiring systems reinforcements)</u></p> <p>BPL recommended that the wording of "mains extension" be used instead of "system reinforcements". Further BPL considered the Family Islands to be rural areas and suggested that URCA doubles all timeframes in the case of the Family Island locations.</p>	<p>URCA notes BPL's comments and recommendations. URCA makes no objection to the proposed amendment.</p> <p>URCA notes BPL's comments. URCA confirms that timeframes do not begin until all required approvals have been issued.</p> <p>URCA notes BPL's comments. URCA has no objection to the amendment of mains extension. Further URCA agrees to double the timeframes in the instance of the Family Island Locations.</p>	<p>URCA makes the following amendment; Residential Customer Cost Estimate within 10 Business days Connection within 21 Business days following full payment</p> <p>Commercial Customer Cost Estimate within 15 Business days Connection within 21 Business days following full payment</p> <p>No change required.</p> <p>URCA makes the following amendment; <u>Complex Service Connection (Connections requiring mains extension)</u> New Providence 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. Family Island Customer Cost Estimate within 90 Business days following receipt of all required information needed for</p>
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	<p><u>Complex Service Connection (Developments, Subdivisions or projects requiring site visits)</u></p> <p>BPL submitted that the target is achievable but restated the issues are beyond BPL’s control such as lack of subdivision and or land approval. Again, BPL stated that the Family Islands should be considered rural areas and timeframes doubled. BPL restated that a separate standard should be developed for the Family Island akin to how rural areas are treated in other jurisdictions. BPL stated that if URCA is not amendable to this separation, consideration to doubling the timeframe for the Family Island should be given. This would enable BPL to remain in compliance with the Regulations.</p> <p><u>Outage Notices</u></p> <p>BPL suggested that URCA include the option to announce such outages using social media platforms. Additionally, that 24hrs notice of scheduled works would be more reasonable.</p> <p><u>Trouble Call Dispatched to 24 hour Service Crew</u></p>	<p>URCA notes BPL’s comments and refers to the addition of 3.2.2 addressing the need for public and private access. Further URCA makes the propose amendments regarding Family Island timeframe</p> <p>URCA notes BPL’s comments and recommendations. URCA has no objections to the proposal.</p>	<p>design Connection dependent on works required to accommodate new loading.</p> <p>URCA makes the following changes to timeframes under Complex Service Connection; New Providence 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. Family Island Customer Cost Estimate within 120 Business days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.</p> <p>URCA makes the following amendment to section 10 of Schedule 1: “All Planned Outages announced via the local media, social media platforms, emails and Service Provider website 24hours in advance of scheduled works. All Outages as a result of Force Majeure announced via the local media, social media platforms, emails and Service Provider website as soon as practicable.”</p>
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	<p>BPL agreed with the service standards but suggested this can only apply during normal operating hours. In cases of inclement weather or other unsuitable conditions resulting in higher than normal call volume, there should be an extension.</p> <p><u><i>Fault Repair – On a single Consumer service (after review by Emergency Services and call passed for further action)</i></u></p> <p>BPL suggested amending the target associated with this service category to read “Passed and actioned within 12 hours”.</p> <p><u><i>Fault Repair System time to restore supply to multiple Consumers affected by a Distribution System Fault</i></u></p> <p>BPL suggested amending the target associated with the service category to read “Passes and actioned within 24 hours with an assigned team to address throughout completion”.</p>	<p>URCA notes BPL’s comments and recommendation. URCA clarifies that the Consumer Protection Regulations takes into consideration the principle of force majeure, where unforeseen circumstances (as defined in the Introduction of the CPR) prevents a SP from fulfilling obligations prescribed in the CPR. Therefore URCA considers that there is no need to create a separate timeframe and each matter would be dealt with on a case-by-case basis.</p> <p>URCA notes BPL’s comments and recommendation. URCA has no objections to the proposal.</p> <p>URCA notes BPL’s comments and recommendation. URCA has no objections to the proposal.</p>	<p>URCA makes no amendment to section 12 of Schedule 1.</p> <p>URCA makes the following amendment to section 15 of Schedule 1: “ Fault Repair – On a single Consumer service (after review by Emergency Services and call passed and actioned within 12 hours)</p> <p>URCA makes the following amendment to section 16 of Schedule 1: “Fault Repair System – Time to restore supply to multiple Consumers affected by a Distribution System Fault (after review by Emergency Services and call passed and</p>
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			actioned within 24 hours with an assigned team to address throughout completion).”
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### **3.3 Additional Comments on the Consultation Document**

BPL's comments

#### Security Deposit- Section 2.5

BPL agreed that the Customer should be provided with information relative to the calculation and treatment of security deposit. BPL currently calculates security deposits on new building using the electrical load provided on the electrical specification/permit. The security deposit calculator calculates an average of two months projected charges. BPL notes URCA's proposed credit assessment requirement and request further details from URCA before finalising this Consultation. BPL is amenable to formally incorporating the credit assessment in its determination of the level of security deposit required.

BPL referred to 2.5.2 (d) of the CPR and the requirement to repay the Customer's security deposit, and stated that it would present challenges. BPL explained that upon closure of an account a final bill is issued representing consumption following the last actual read bill date, the security deposit is applied to the final bill. In the event that a credit remains the amount is refunded to the Customer or transferred to an active account at their request. In light of this BPL suggested the removal of the 10 day timeline or insertion of the words "as applicable".

#### URCA's response

URCA notes BPL's explanation and comments offered. URCA restates that the credit check/assessment referred to in the CPR is the general description of business practices whether it be a review of the Consumers accounts with the SP and or a creditable Consumer credit reporting agency to assess the appropriate security deposit for the risk. The section does not seek to establish a credit assessment framework and or prescribe what the SP should consider when conducting a credit assessment. URCA restates that it is more appropriate for a credit assessment to be done according to procedure and process of the SP as credit worthiness can have a direct financial impact on the SP.

Further URCA restates that it does not intend to prescribe when and how a SP is to apply its security deposit. URCA considers that the SP is free to provide the option to apply security deposit owing to the Consumer to an active account with the SP. However, URCA's position remains that



the SP is to pay any security deposit owing to the Consumer within ten (10) business days of becoming payable. URCA restates its comment found under 3.2 herein.

#### Provisioning of Services- Section 2.7

BPL referred to clause 2.7.3 which requires the SP to fit a meter to unmetered Consumers within 45 days of receipt of the order. BPL recommends that this clause must be subject to;

- i. the customer satisfying the conditions of receiving supply from BPL;
- ii. delays outside of BPL's control; and
- iii. established approved public access route

#### URCA's response

URCA acknowledges BPL's comments and has no objection to the proposed amendment to clause 2.7.3. URCA finds that the issue of access raised under clause 2.7 is better dealt with under clause 3.2, and URCA therefore makes the addition of 3.2.2 to speak to the issue of access.

#### Customer Quality of Service Standards (Schedule 1)

BPL understood and agreed with the need for establishing customer quality of service standards. However, BPL suggested that this should be done having regard to the peculiarities of the service area to which the standards shall apply. BPL stated that the Family Islands present particular challenges to the SP and renders the standards set out in Schedule 1 unachievable. BPL suggested the deferral of this portion of the Regulations to allow the development of a separate document in conjunction with the SP, which includes separate standards for the Family Islands.

#### URCA's response

URCA notes BPL's concerns regarding the applicability of the standard of services as proposed by URCA in the Consultation document to the Family Islands. URCA does not agree with BPL's suggestion of deferral and development of a separate document in this regard. Pursuant to section 40 (1) and (2)(a) of the Electricity Act 2015 BPL was mandated to submit a Consumer Protection Plan (CPP) proposing standards for the protection of its electricity Consumer. URCA refers BPL to Part 9 of its CPP<sup>5</sup> submitted and approved by URCA. The CPP's Quality of Service Standards contained therein makes no differentiation for the Family Islands but provides an Overall standard applicable to the entire Bahamas. The CPR includes an almost mirrored version

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<sup>5</sup> [https://www.urbahamas.bs/wp-content/uploads/2019/11/BPL-Consumer-Protection-Plan-Rev-29-August-2019.-Final.Clean\\_.pdf](https://www.urbahamas.bs/wp-content/uploads/2019/11/BPL-Consumer-Protection-Plan-Rev-29-August-2019.-Final.Clean_.pdf)

of these standards. Therefore URCA does not accept the contention by BPL that the proposed standards are unachievable in the Family Islands when a commitment to these same standards has been made through the CPP.

However, URCA is sympathetic to BPL’s contention and will include a caveat to the Quality of Service Standards Schedule which states that any deviation from these standards shall be subject to approval by URCA. URCA considers that this caveat is reasonable to the end of balancing the interests of all relevant parties. Further, it should allow the SP to engage with URCA in the event the standards cannot be met.

#### 4 Conclusion and Next Steps

With the publication of this Statement of Results and Final Decision, URCA concludes the Public Consultation on the Consumer Protection Regulations for the Electricity Sector in The Bahamas. URCA considers this regulatory measure to be in accordance with the policy objectives of the Electricity Act, 2015.

URCA again thanks all the Respondents for participating in the consultation process, taking the time to submit valuable comments and recommendations, which supports URCA in achieving effective regulation.

With regards to next steps, URCA simultaneously publishes the Consumer Protection Regulations for the Electricity Sector in The Bahamas - ES 13/2020 as a standalone document.

### 5 Schedule of amendments consequential to Consultation Submissions

URCA’S PROPOSAL IN CONSULTATION	AMENDMENTS CONSEQUENTIAL TO SUBMISSIONS
<p><b>Part 1- Introduction</b></p> <p><b>Authorised Representative</b> means a person who has been given written permission by the Consumer to deal with the Service provider on behalf of the Consumer.</p>	<p><b>Authorised Representative</b> means a person who has been given written permission by the Consumer or the Service Provider to deal with the Service provider or Consumer,</p>

**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.

Addition

**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.

**Suspension** means the temporary

respectively, on their behalf.

**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, pandemic, governmental action or any exercise of emergency powers by any governmental authority.

**Non-complaint contact** means a Consumers who seeks to engage the Service Provider on general inquires, information exchange, and or dialogue not amounting to a Complaint.

**Security Deposit** means a payment collected by a Service Provider from a Customer to mitigate any actual or perceived credit risk which the Service Provider assumes in providing Services to that Customer".

**Suspension** means the temporary prevention by a Service Provider of use of

<p>prevention of use of a Customer’s Service by a Service Provider.</p> <p>1.5.2 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.</p>	<p>service by a Customer.</p> <p>1.5.2Notwithstanding 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 Service Provider the access to the Courts or to any other appropriate dispute resolution forum.</p>
<p><b>Part 2- Consumer Sales, Contract and Services</b></p> <p>2.4.1Where applicable, before a contract is entered into, a Service Provider must inform the Consumer of:</p> <ul style="list-style-type: none"> <li>i.description of the goods and/or services to be provided;</li> <li>ii.the cost of the service provided;</li> <li>iii.time line and/or frequency for delivery of the service;</li> <li>iv.A copy of the Consumer Protection Plan</li> </ul> <p>2.7.3The 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.</p>	<p>2.4.1Where applicable, before a contract is entered into, a Service Provider must inform the Consumer of:</p> <ul style="list-style-type: none"> <li>i.description of the goods and/or services to be provided;</li> <li>ii.the cost of the service provided;</li> <li>iii.time line and/or frequency for delivery of the service;</li> <li>iv.how to access a copy of the Consumer Protection Plan</li> </ul> <p>2.7.3The 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 subject to the Consumer satisfying the Service Provider’s conditions of receiving supply.</p>

<p><b>Part 3- Consumer Obligation</b></p> <p>Addition</p> <p>3.6.1 A Consumer shall keep all trees, vegetation and similar growth on the Consumer’s property clear of all overhead lines, service conductors.</p>	<p>3.2.2 Where the Consumer requires a supply quotation there must be an approved public and or private access route from the SP infrastructure to the service location.</p> <p>3.6.1 A Consumer shall keep all trees, vegetation and similar growth on the Consumer’s property clear of all overhead lines, service conductors and access to meters.</p>
<p><b>Part 4- Billing and Credit Management</b></p> <p>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:.....</p> <p>(i) the payment (or refund) due date;</p> <p>(j) methods of bill (or refund) payment;</p> <p>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</p>	<p>4.1.2A Service Provider shall ensure that, at a minimum, the following information is included in all Bills issued by it or on its behalf:...</p> <p>(i) the payment due date;</p> <p>(j) methods of bill payment;</p> <p>4.6.1A 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</p>

<p>from the end of the Billing period.</p> <p>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.</p> <p>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.</p>	<p>from the end of the Billing period except in cases of;</p> <p>(a) Consumer theft; and or</p> <p>(b) Consumer wilful acts to prevent the Service Provider from delivering the Bill for the Billing period.</p> <p>4.13.3 Where a Service Provider has not received payment of the outstanding and undisputed balance on the Customer's account thirty (30) days after the bill issue date or exhaustion of the Customer's Security Deposit, the Service Provider may Disconnect the Customer's access to its Services.</p> <p>4.13.4 Where a Customer has failed to pay the outstanding and undisputed account balance which exceeds the Customer's Security Deposit held by the Service Provider, 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.</p>
Part 5	No additions and or amendments
Part 6	No additions and or amendments
Part 7	No additions and or amendments
Part 8	No additions and or amendments

<p>Part 9</p>	<p>No additions and or amendments</p>
<p><b>Schedule 1 – Quality of Service Standards</b></p> <p>Section 3- Simple Service Connection</p> <p>Customer Cost Estimate within 10 Business days Connection within 21 Business days following full payment</p> <p>Section 5- Complex Service</p> <p>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.</p> <p>Section 6- Complex Service Connection</p> <p>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.</p>	<p>Residential Customer Cost Estimate within 10 Business days Connection within 21 Business days following full payment. Commercial Customer Cost Estimate within 15 Business days Connection within 21 Business days following full payment.</p> <p>Complex Service Connection (Connections requiring mains extension) New Providence 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. Family Island Customer Cost Estimate within 90 Business days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.</p> <p>New Providence 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. Family Island Customer Cost Estimate within 120 Business days following receipt of all required information needed for design Connection dependent on works required to accommodate new loading.</p>

<p>Section 10- Wrongful disconnections</p> <p>Reconnection within 6 Business hours of notification by the Consumer and verification by BPL.</p> <p>Section 11- Outage Notices</p> <p>All Planned Outages announced via the local media 48 hours in advance of scheduled works.</p> <p>Section 15- Fault Repair</p> <p>Fault Repair – On a single Consumer service (after review by Emergency Services and call passed for further action).</p> <p>Section 16- Fault Repair System</p> <p>Fault Repair System – Time to restore supply to multiple consumers affected by a Distribution System Fault</p> <p>Addition to Schedule</p>	<p>Reconnection within 6 Business hours of notification by the Consumer and verification by Service Provider.</p> <p>All Planned Outages announced via the local media, social media platforms, emails and Service Provider website 24hours in advance of scheduled works. All Outages as a result of Force Majeure announced via the local media, social media platforms, emails and Service Provider website as soon as practicable.</p> <p>Fault Repair – On a single consumer service (after review by Emergency Services and call passed and actioned within 12 hours)</p> <p>Fault Repair System – Time to restore supply to multiple Consumers affected by a Distribution System Fault (after review by Emergency Services and call passed and actioned within 24 hours with an assigned team to address throughout completion).</p> <p><b>Note: Any proposed deviations from these Standards are subject to URCA’s approval.</b></p>
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