



# **FAIR TRADING COMMISSION**

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## **DECISION**

### **The Barbados Light and Power Company Limited Standards of Service 2018 - 2020**

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Standards of Service 2017 - 2020**

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FTC/UR/2010-03	Decision on BL&P Standards of Service 2010-2013	February 22, 2010
FTC/CONS 2008/02	Consultation Paper – Review of the BL&P Standards of Service	October 29, 2008
FTC/UR/2006-2	Decision on BL&P Standards of Service 2006 - 2009	February 28, 2006

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## **SECTION 1 EXECUTIVE SUMMARY**

On April 3, 2017, the Fair Trading Commission (Commission) commenced the review of the Standards of Service for the Barbados Light and Power Company Limited (BL&P) Decision 2014 - 2017, in accordance with Section 4(3) of the Fair Trading Commission Act, CAP. 326B (FTCA) and Sections 3(1) and 4 of the Utilities Regulation Act, CAP. 282 (URA) of the Laws of Barbados.

The Commission's obligation to consult was executed by publication of the BL&P Standards of Service Consultation Paper. An invitation was extended to all stakeholders and interest groups to submit written responses by May 2, 2017. The Commission holds the view that Standards of Service are an important tool in ensuring that the BL&P provides a safe, efficient and reliable service to its customers and that intermittent review and appropriate amendment can facilitate improved performance.

Having completed the review process, the Commission has determined that the Standards of Service shall be amended as follows:

### **Guaranteed Standards of Service**

- The targets for Fault Repair - Customer's Service (GES 1) and Fault Repair - Distribution System (GES 2) shall be restoration of service within eight (8) hours;
- The targets for Voltage Complaint (GES 3) categories shall be: GES 3 (a) - the BL&P is to visit the site within twenty-four (24) hours; GES 3 (b) - provide an assessment within five (5) working days; and GES 3 (c) - resolve the issue within thirty (30) working days of receipt of complaint;
- The target for Complex Connection (GES 5) shall be to provide a cost estimate within thirty (30) days of receipt of request;
- The target for Connect or Transfer of Service (GES 6) shall be completion of service within fourteen (14) working hours of receipt of request;
- The target for Reconnection (GES 7) shall be to reconnect the customer within six (6) working hours of request;
- The targets for Response to Billing Complaints (GES 8) categories shall be: GES 8 (a) - assess and resolve billing issues where a site visit is required within ten (10)

working days; and GES 8 (b) - all other issues to be resolved within three (3) working days; and

- The target for Timely Payment of Compensation (GES 9 (New)) shall be to credit the customer's account within two (2) months from the occurrence of the breach for automatic compensation, and within two (2) months of acceptance of customer initiated claims.

### **Overall Standards of Service**

- The target for Voltage Complaint (OES 2) shall be to respond within twenty-four (24) working hours of receipt of complaint;
- The target for Outage Notice (OES 3) shall be notification of affected customers forty-eight (48) hours before planned outage;
- The target for Response to Complaints and Claims (OES 4) shall be all complaints and claims to be acknowledged within five (5) working days of receipt; and
- The targets for Response to Damage Claims (OES 7 (New)) categories: OES 7 (a) - 95% of oral claims to be acknowledged immediately and within five (5) working days for written claims; and OES 7 (b) - 95% of written or oral claims to be settled within two (2) months of receipt.

### **System Reliability Indicators**

- The targets for reliability indices shall be:
  - System Average Interruption Duration Index (SAIDI) - 3.68 hours/customer/year;
  - System Average Interruption Frequency Index (SAIFI) - 5.84 outages/customer/year;
  - Customer Average Interruption Duration Index CAIDI - 0.63 hours/customer/year; and
  - Average System Availability Index (ASAI) (NEW) - 99.958%

### **General Administration**

- The BL&P shall comply with the following:
  - Disseminate fault reporting and damage claim procedures to customers;
  - Issue a tracking number to each customer reporting a fault;

- Publicise the Standards of Service and Claim form via its website;
- Advertise the Standards of Service in the media once every six months; and
- Include the web link to the aforementioned information on customers' utility bills.

All other Standards of Service not mentioned shall remain the same as that of the 2014 - 2017 Decision.

The Standards of Service for the BL&P shall come into effect on January 1, 2018 and continue until December 31, 2020 or until such time as a new Standards of Service Decision is issued. These Standards of Service are subject to review by the Commission, at which time amendments to the Standards, target times or compensation may be made.

## 2.0 Background

The BL&P's Standards of Service framework sets out the minimum levels of service to be provided to electricity customers. The timely review of the Standards of Service ensures that the quality of service and the service categories are appropriate and effective in achieving their intended objective of continuous improvement.

The purpose of a standards of service programme is: to ensure that a minimum quality of service is maintained; to provide incentives for improvement in the quality of service; to create conditions for customer satisfaction; to monitor service quality; and generally to protect the interests of consumers of electricity.

There are two (2) Standards of Service categories: Guaranteed Standards of Service and Overall Standards of Service. The Guaranteed Standards of Service describe the minimum service level criteria which the BL&P is required to provide to individual customers. Where the BL&P is in breach of the Guaranteed Standards of Service, the affected customer is entitled to compensation by way of credit as prescribed under each service category. The Overall Standards of Service, however, speak to service delivery at the national level. Individual customers are not compensated for breaches but where the Commission observes continued breach, it may impose penalties under the URA and the FTCA.

This Decision also includes details of exemptions. Exemptions refer to situations where the Commission considers that failure to meet the Standards is due to circumstances outside the control of the BL&P.

## 2.1 Legislative Framework

### Authority to Establish Standards of Service

According to the FTCA, "Standards of Service" is defined at Section 2 as '*the quality and extent of service supplied by service providers*'.

Section 4(3) of the FTCA and Sections 3(1) and 4 of the URA set out the Commission's authority to determine the Standards of Service for a regulated entity and the considerations that must be given when determining the same. Rule 63(2) of the Utilities Regulation Procedural Rules 2003, S.I. 2003 No.104 (URPR), details the issues that may be included in the development of these Standards of Service. Together, these pieces of legislation provide the over-arching framework necessary for the development and establishment of the Standards of Service for a regulated sector.

Section 4(3) of the FTCA states inter alia:

*"The Commission shall, in the performance of its functions and in pursuance of the objectives set out in subsections (1) and (2),...*

- (d) determine the standards of service applicable to service providers;*
- (e) monitor the standards of service supplied by service providers to ensure compliance;"*

Section 3(1) of the URA states inter alia:

*"The functions of the Commission under this Act are, in relation to service providers, to...*

- (d) determine the standards of service applicable;*
- (e) monitor the standards of service supplied to ensure compliance; and*
- (f) carry out periodic reviews of the ... standards of service."*

Additionally, Section 4 of the URA states inter alia:

*"In determining standards of service, the Commission shall have regard to*

- (a) the rates being charged by the service provider for supplying a utility service;*
- (b) ensuring that consumers are provided with universal access to the services supplied by the service provider;*
- ...*
- (d) such other matters as the Commission may consider appropriate."*

Rule 63(2) of the URPR states:

*"Service standards may include issues such as*

- (a) universality of service;*
- (b) the provision of new services;*



- (c) *the extension of services to new customers;*
- (d) *the maximum response time permitted for responding to customer complaints and queries; and*
- (e) *standards related to service quality which are specific to each sector."*

### **Requirement to Consult**

The Commission is required to consult with interested parties in accordance with Section 4(4) of the FTCA, which states:

*"The Commission shall, in performing its functions under subsection (3) (a), (b), (d) and (f) consult with the service providers, representatives of consumer interest groups and other parties that have an interest in the matter before it."*

### **Fines and Penalties**

These Standards of Service are binding on the BL&P. Sections 21, 31(1) and 38 of the URA, together with Section 43(1) of the FTCA, state as follows:

Section 21 of the URA:

*"Where a service provider fails to meet prescribed standards of service, the service provider shall make to any person who is affected by the failure such compensation as may be determined by the Commission."*

Section 31(1) of the URA:

*"Every service provider which fails or refuses to obey an order of the Commission made under this Act is guilty of an offence and is liable on summary conviction to a fine of \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part thereof during which the offence continues."*

Section 38 of the URA:

*"The Commission may make*

- (a) *rules;*
- (b) *regulations; and*
- (c) *orders with respect to*
  - (i) *imposing penalties for non-compliance with prescribed standards of service; and*
  - (ii) *prescribing amounts to be paid to the person referred to in section 21 for failure to provide a utility service in accordance with the standards of service set by the Commission."*

Section 43(1) of the FTCA:

*“Every service provider or business enterprise that fails or refuses to obey an order of the Commission made under this Act is liable on summary conviction to a fine of \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part thereof during which the offence continues.”*

## **2.2 Consultation Process**

Stakeholders were invited to comment on the BL&P’s Standards of Service Consultation Paper during the consultation period April 3, 2017 to May 2, 2017. The BL&P was the only party to submit comments on the consultation.

The Commission wishes to thank the BL&P for its participation in the consultative process.

These amended Standards of Service come into effect from **January 1, 2018** and continue until **December 31, 2020** or until such time as a new Standards of Service Decision is issued.

## SECTION 3                      ELECTRICITY SECTOR

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The BL&P is a vertically integrated company which owns and controls the generation, transmission and distribution systems. Approximately 126,190 customers<sup>1</sup> are served by the BL&P's electricity service, which is produced from ninety-five percent (95%) fossil fuel and five percent (5%) Renewable Energy (RE) sources.

The BL&P's provision of electricity is supported by its Supply Side Management (SSM) portfolio, which incorporates Time-of-Use (TOU) and Interruptible Service Rider (ISR) programmes. The BL&P commissioned a 10 MW AC<sup>2</sup> Utility Scale Solar Photovoltaic plant at Trents, St. Lucy in August 2016. It also has a permanent Renewable Energy Rider (RER) programme which allows distributed generators to export excess RE electricity to the grid.

Given the monopolistic nature of Barbados' electricity market, the development of the Standards of Service, which establish basic minimum levels of service, is crucial. Monitoring of the BL&P's performance under these minimum Standards allows the Commission to ensure that the quality of service the customer receives is reasonable.

The periodic review of the Standards of Service facilitates the assessment of their individual applicability and allows for amendments where necessary.

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<sup>1</sup> Emera Incorporated, "Preliminary Short Form Prospectus," accessed April 10, 2017, <http://investors.emera.com/Cache/36953824.PDF?Y=&O=PDF&D=&FID=36953824&T=&OSID=9&IID=4072693>.

<sup>2</sup> AC - Alternating Current

#### **4.0 General**

The Commission considered the BL&P's responses, reviewed publicly available information on electricity Standards of Service and compared the existing Standards of Service with those from regional and extra-regional jurisdictions. Having exhausted this process, the Commission has determined that:

- The continued application of Guaranteed and Overall Standards of Service for the delivery of electricity service is appropriate;
- Penalties may be imposed for breaches of the Standards of Service;
- Amendment of the Guaranteed and Overall Standards of Service is appropriate;
- The BL&P shall include a statement on the customer's electricity bill, which identifies the web link to the Guaranteed Standards of Service and its related compensation policy;
- The BL&P shall make known its fault reporting and damage claim procedures, through its Customer Care Representatives and website. The web link to the damage claim guidelines shall be included on the electricity bill; and
- The BL&P shall publicise its compensation policy pertaining to breaches of the Guaranteed Standards of Service in the media and via its website.

The following sections set out the specific Guaranteed and Overall Standards of Service which will come into effect on January 1, 2018.

#### **4.1 Guaranteed Standards of Service for the BL&P**

The determination on the Guaranteed Standards of Service for the BL&P is summarised and presented in Table 1, followed by a more detailed definition for each Standard of Service and the applicable exemptions. The term 'compensation' herein refers to a credit to the customer's account.

**Table 1: Guaranteed Standards of Service for the BL&P**

STANDARD	SERVICE CATEGORY	TARGET	COMPENSATION
<b>GES 1 (Amended)</b>	<p><b>Fault Repair - Customer's Service</b></p> <p>This refers to the time it takes to restore supply after fault on a consumer's service (single customer).</p>	Within eight (8) hours of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>For each additional eight (8) hours Prorated on an hourly basis</b></p> <p><b>Automatic Compensation<sup>3</sup></b></p>
<b>GES 2 (Amended)</b>	<p><b>Fault Repair - Distribution System</b></p> <p>This refers to the time it takes to restore supply after fault on the distribution system (multiple customers).</p>	Within eight (8) hours of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>For each additional eight (8) hours Prorated on an hourly basis</b></p> <p><b>Customer Initiated Claim Required<sup>4</sup></b></p>
<b>GES 3 (Amended)</b>	<p><b>Voltage Complaint</b></p> <p>This refers to the investigation and correction of voltage complaints.</p>	(a) Visit within twenty-four (24) hours of receipt of the complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Automatic Compensation</b></p>
		(b) Provide an assessment within five (5) working days <sup>5</sup> of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Automatic Compensation</b></p>
		(c) Correct within thirty (30) working days of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Automatic Compensation</b></p>

<sup>3</sup> Automatic Compensation refers to the initiation of the compensation process by the BL&P where a breach has occurred and is granted on confirmation of the breach by the BL&P. It is administered as a credit on the customer's bill for the following month.

<sup>4</sup> For Compensation which requires customer initiated claims, customers must fill out a claim form and submit it to the BL&P in order to receive any credit which is due.

<sup>5</sup> "Working Days" refers to Mondays to Fridays from 8:00 a.m. to 4:00 p.m. only and excludes public holidays and weekends. In measuring the response time for targets expressed in terms of working days, the day the complaint is made is excluded. Any other reference to days means calendar days.

STANDARD	SERVICE CATEGORY	TARGET	COMPENSATION
<b>GES 4</b>	<p><b>Simple Service Connection</b></p> <p>This refers to the time it takes to provide a simple service connection (connection point within thirty (30) metres) after the customer signs the contract for connection and presents a valid certificate of inspection from the Government Electrical Engineering Department (GEED).</p>	Within twelve (12) working days of receipt of request.	<p>Credit of installation fee</p> <p><b>Automatic Compensation</b></p>
<b>GES 5 (Amended)</b>	<p><b>Complex Connection - Cost Estimate</b></p> <p>This refers to the time it takes to provide a cost estimate for a complex connection requiring a service visit from the time of provision of all the requisite information.</p>	Within thirty (30) workings days of receipt of request.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Customer Initiated Claim Required</b></p>
<b>GES 6 (Amended)</b>	<p><b>Connect or Transfer of Service</b></p> <p>This refers to the time it takes to connect or transfer service from one location to another location which has an existing installation.</p>	Within twelve (12) working hours <sup>6</sup> of receipt of request.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Automatic Compensation</b></p>
<b>GES 7 (Amended)</b>	<p><b>Reconnection</b></p> <p>This refers to the time for reconnection of service on settling the bill after disconnection at the meter, as verified by the BL&amp;P.</p>	Within six (6) working hours of receipt of payment.	<p>Credit of reconnection fee</p> <p><b>Automatic Compensation</b></p>
<b>GES 8 (Amended)</b>	<p><b>Response to Billing Complaints</b></p> <p>This refers to the timeframe in which the BL&amp;P responds to customers' billing complaints.</p>	(a) Where a service visit is required, provide an assessment and resolution within ten (10) working days of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Customer Initiated Claim Required</b></p>
		(b) For all other matters not requiring a service visit, the BL&P is required to resolve these within three (3) working days of receipt of complaint.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Customer Initiated Claim Required</b></p>

<sup>6</sup> "Working hours" are between 8:00 a.m. and 4:00 p.m. on a working day.

STANDARD	SERVICE CATEGORY	TARGET	COMPENSATION
GES 9 (New)	<p><b>Timely Payment of Compensation</b></p> <p>This refers to the time in which the BL&amp;P shall apply a credit to a customer's account on acceptance of a claim.</p>	(a) All credits to be applied to the customers' accounts within two (2) months of occurrence of a breach where automatic compensation is applicable and within two (2) months of acceptance of a Customer Initiated Claim, where applicable.	<p>\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)</p> <p><b>Automatic Compensation</b></p>

Key: D - Domestic; GS - General Service; SVP - Secondary Voltage Power; LP - Large Power

### Guaranteed Standards of Service Definition and Specific Exemptions

#### GES 1 - Fault Repair - Customer Service (Restore supply after a fault on the customer's service) (Amended)

##### Definition

The BL&P shall restore the electricity supply within eight (8) hours of a fault being reported on an individual customer's service. The qualifying fault events include but are not limited to problems or defects at the metering point, broken or defective service wires.

Where the BL&P breaches the fault repair target, it shall credit the affected customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP). Thereafter, the same level of compensation is applicable for each additional eight (8) hours the customer remains without service or prorated on an hourly basis where appropriate.

##### Specific Exemptions:

- Where it is discovered that the customer's equipment is defective, e.g. defective meter socket base, load ends, underground cables; and
- Where adverse weather conditions exist or are imminent.

## **GES 2 - Fault Repair - Distribution System (Restore supply after fault on the electrical distribution system (multiple customers) (Amended)**

### Definition

Where a fault on a distribution system affects multiple customers, the BL&P shall restore the electricity supply within eight (8) hours of receipt of the report.

Where the BL&P breaches the target for the restoration of supply, it shall credit each affected customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP). Thereafter, the same level of compensation is applicable for each additional eight (8) hours the customer remains without service or prorated on an hourly basis where appropriate.

### Specific Exemptions:

- Where the loss of the customer's supply is unknown to the BL&P subsequent to restoring the supply at the distribution level;
- Where the outage is due to a fault on an underground cable and the prevailing conditions are such that it is not practical for the BL&P to be able to locate, excavate and repair the fault within the stipulated time frame; and
- Where adverse weather conditions exist or are imminent.

## **GES 3 - Voltage Complaint (Investigation of voltage complaint) (Amended)**

### Definition

The BL&P shall investigate voltage issues within twenty-four (24) hours of receipt of the report. Where the voltage supplied to the customer is discovered to be outside of the permitted power quality standard ( $\pm 6.0\%$ ) of nominal voltage and cannot be rectified immediately, the BL&P is required to provide an assessment of the problem within five (5) working days. The BL&P shall rectify the problem within thirty (30) working days of receipt of the original complaint.

Failure of the BL&P to investigate, provide assessment and resolve voltage complaints within the times specified will require the BL&P to credit the affected customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP) in each instance.



### Specific Exemptions:

- Where the customer's electricity demand has increased significantly and was not made known to the BL&P;
- Where it is discovered that a customer on the local feeder is operating heavy equipment (e.g. welding equipment, large motors) on a service for which it was not designed;
- Where defects exist in the customer's installation (e.g. grounding, wiring, unbalanced loads, harmonics or transient voltages);
- Where defects in the customer's equipment exist; and
- Where work delays may result due to obtaining permission from the property owners or the Town and Country Development Planning Office.

### **GES 4 - Simple Service Connection (Provide a simple service connection - connection point within 30 metres)**

#### Definition

The BL&P shall connect all new services, which are within thirty (30) metres of an existing circuit, within twelve (12) working days of a customer signing the contract for connection and presenting a valid certificate of inspection from the GEED.

Where the BL&P fails to connect the customer within the time specified, it shall credit that customer's account with the applicable installation fee.

#### Specific Exemptions:

- Where adverse weather conditions exist or are imminent; and
- Where the incorrect address/directions are given.

### **GES 5 - Cost Estimate (Provide a cost estimate for complex connections requiring a service visit) (Amended)**

#### Definition

The BL&P shall provide a cost estimate for a new or altered supply within thirty (30) working days of a customer's request. Where the BL&P breaches this target, it shall credit the affected customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

Specific Exemptions:

- Where the customer fails to provide the requisite information for the determination of the estimated costs; and
- Where delays occur due to difficulties in obtaining the required permissions from property owners and/or the Town and Country Development Planning Office.

**GES 6 - Connect or Transfer of Service (Connect or transfer of a service to an existing installation) (Amended)**

Definition

The BL&P shall connect or transfer an electricity service where there is a meter already installed on the premises, within twelve (12) working hours of the customer signing the requisite service contract.

Where the BL&P breaches the target, it shall credit the customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

Specific Exemptions:

- Where the service has been disconnected for more than six (6) months and/or requires a valid certificate of inspection from the GEED before it can be connected; and
- Where adverse weather conditions exist or are imminent.

**GES 7 - Reconnection (Reconnection of service on settling the bill after disconnection at the meter) (Amended)**

Definition

The BL&P shall reconnect the electricity service within six (6) working hours after payment of the bill and the reconnection fee at the BL&P's office. Where payments are made at an external agency after working hours, the customer must notify the BL&P's customer service department and provide proof of payment (receipt number for the bill payment and reconnection fee), in order to benefit from the six (6) working hour target.

Where the BL&P fails to reconnect a customer within the time allocated, it shall credit the customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

Specific Exemptions:

- Where a customer fails to provide proof of payment to the BL&P; and
- Where adverse weather conditions exist or are imminent.

**GES 8 - Response to Billing Complaints (The time frame in which the BL&P responds to customer billing complaints) (Amended)**

Definition

The BL&P shall provide resolution to written or emailed billing complaints within three (3) working days of receipt of complaint. Where the BL&P considers that a service visit is required, the BL&P shall provide an assessment and resolution within ten (10) working days of receipt of the complaint. A response is deemed to have been provided when the BL&P communicates its findings to the customer orally, in writing or electronically. The findings of the investigation shall include what provisions are being made to rectify the problem and a time frame for rectification. A tracking number shall be issued to each complainant for ease of reference.

Where the BL&P breaches the target for resolution of written or emailed billing complaints or fails to visit the customer where appropriate, it shall credit the customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP) in each instance.

Specific Exemptions:

- Where access to the customer's premises is restricted, e.g. locked gate, aggressive/unrestrained animals, etc.; and
- Where adverse weather conditions exist or are imminent.

**GES 9 - Timely Payment of Compensation (New)**

Definition

This refers to the timely payment of compensation for breaches. Where the BL&P is in breach of the Guaranteed Standards of Service and automatic compensation is required, the assigned compensation shall be credited to the customer's account within two (2) months of confirmation of the breach. Where the breach requires the affected customer to initiate a claim, the BL&P shall credit the customer's account within two (2) months of acceptance of the claim.

Where the BL&P breaches the applicable target, it shall credit the affected customer's account \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

Specific Exemption:

- Where a circumstance exists, beyond the control of the BL&P that prevents/inhibits the timely processing of the claim.

**4.2 Overall Standards of Service for the BL&P**

The Commission has also made the following determination on the Overall Standards of Service. The Standards are presented in Table 2, followed by a detailed definition for each Standard of Service and the applicable exemptions.

**Table 2: Overall Standards of Service for the BL&P**

STANDARDS	DESCRIPTION	TARGET
OES 1	<b>Meter Reading</b> Frequency of meter reading.	(a) 100% of Domestic/General Service customers' meters to be read every two months.
		(b) 100% of Secondary Voltage Power and Large Power customers' meters to be read monthly.
OES 2 (Amended)	<b>Voltage Complaints</b> Response to complaint of high/low voltage.	100% of complaints to be responded to within twenty-four (24) working hours of receipt.
OES 3 (Amended)	<b>Outage Notice</b> Prior notice of outages.	In 100% of instances of planned outages, all potentially affected customers are to be notified forty-eight (48) hours before the outage.
OES 4 (Amended)	<b>Response to Complaints and Claims</b> Response to written and oral complaints and claims related to Standards of Service.	100% of customers' complaints and claims to be acknowledged within five (5) working days of receipt.
OES 5	<b>Call Centre Answering</b> Billing and Trouble Centre Calls answered by a customer service representative.	85% of calls to be answered within one (1) minute.
OES 6	<b>Billing period</b> The period between two meter readings whether interim, estimated or actual.	At least 95% of customers in each billing period shall be invoiced for no more than thirty-three (33) days.
OES 7 (New)	<b>Response to Damage Claims</b> Acknowledgement and settlement of claims.	(a) Acknowledge 95% of damage claims immediately on receipt of oral claims and for written claims, within five (5) working days of receipt.
		(b) Settle 95% of damage claims within two (2) months of receipt of written or oral claim.

## Overall Standards of Service Definitions and Specific Exemptions

### OES 1 – Meter Reading (Frequency of meter reading)

#### Definition

The BL&P shall read all Domestic and General Service meters at least once every two (2) months. All Secondary Voltage Power and Large Power meters shall be read monthly.

### Specific Exemptions:

- Where access to the customer's premises is restricted, resulting in the meter being inaccessible to the meter reader (e.g. aggressive/unrestrained animals or a locked gate). In these cases, the BL&P shall inform the customer of the situation and arrange to have the situation corrected; and
- Where adverse weather conditions exist or are imminent.

### **OES 2 - Voltage Complaints (Response to Complaint of high/low voltage) (Amended)**

#### Definition

All voltage complaints shall be responded to within twenty-four (24) working hours of receipt.

#### Specific Exemption:

- Where adverse weather conditions exist or are imminent.

### **OES 3 - Outage Notice (Prior notice of outages) (Amended)**

#### Definition

All potentially affected customers shall be notified of a planned outage at least forty-eight (48) hours before the outage is instituted.

### **OES 4 - Response to Complaints and Claims (Response to Written Claims related to Standards of Service) (Amended)**

#### Definition

All written complaints and claims for breaches of the Standards of Service shall be acknowledged within five (5) working days of receipt of the claim.

### **OES 5 - Call Centre Answering (Billing and Trouble Centre calls answered by a customer service representative)**

#### Definition

At least 85% of all calls to the BL&P's Billing and Trouble Centre shall be answered within one (1) minute.

Specific Exemption:

- Where the volume of calls received during the period of an outage on one (1) or more feeders does not permit them to be answered within the required time (e.g. during major outages).

**OES 6 - Billing Period (Period between two meter readings whether interim, estimated or actual)**

Definition

At least 95% of bills issued to customers in any billing period shall be invoiced for no more than thirty-three (33) days of service.

Specific Exemptions:

- Where access to the premises is restricted or the meter is inaccessible to the meter reader (e.g. aggressive/unrestrained animals or a locked gate). In these cases, the BL&P shall inform the customer of the situation and arrange to have the situation corrected; and
- Where adverse weather conditions exist or are imminent.

**OES 7 - Response to Damage Claims (Acknowledgement and settlement of claims) (New)**

Definition

The BL&P shall acknowledge 95% of damage claims immediately on receipt of oral claims and within five (5) working days for written claims. A minimum of 95% of the damage claims to be settled within two (2) months of receipt of written or oral claims.

Specific Exemption:

- Where the lack of access to the customer's equipment hinders the BL&P's investigation. In such a case, the BL&P shall inform the customer of the situation and arrange to have it corrected.

**4.3 System Reliability Indicators**

The Commission has determined that it is appropriate, at this time, to establish targets for the reliability indices. The institution of reliability targets allows for the creation of a

benchmark against which reliability performance may be gauged. The Commission recognises that the assessment of the reliability performance of the BL&P can provide insights into the drivers<sup>7</sup> of such performance. The determined performance targets for the reliability measures are presented in Table 3, followed by their standard definitions.

**Table 3: The BL&P’s Reliability Indicator Targets**

METRIC	TARGETS
SAIDI (Hours per year per customer)	3.68
SAIFI (Outages per year per customer)	5.84
CAIDI (Hours per year per customer)	0.63
ASAI (Percentage System Availability per year)	99.958

The Commission has determined that the reliability targets shall be based on the average of the BL&P’s reported historical performance of the most recent five (5) years (2012 - 2016).

The definitions of the reliability indices are as follows:

System Average Interruption Duration Index (SAIDI)

This index indicates the total duration of interruption for the average customer during a predefined period of time (e.g. monthly/yearly) and is measured in customer hours of interruption.

$$\text{SAIDI} = \frac{\text{Total Customer Hours Interruptions}}{\text{Total Number of Customers Served}}$$

System Average Interruption Frequency Index (SAIFI)

This indicates how often the average customer experiences an interruption over a predefined period of time (e.g. monthly/yearly).

$$\text{SAIFI} = \frac{\text{Total Customer Interruptions}}{\text{Total Number of Customers Served}}$$

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<sup>7</sup> Assessment of electricity reliability can highlight the factors impacting on reliability performance. These include the frequency of breakdown of distribution equipment.



### Customer Average Interruption Duration Index (CAIDI)

This represents the average time taken in hours to restore a customer's electricity service. CAIDI is expressed as the ratio of SAIDI to SAIFI for a specified time (e.g. monthly/yearly).

$$\begin{aligned} \text{CAIDI} &= \frac{\text{SAIDI}}{\text{SAIFI}} \\ &= \frac{\text{Total Customer Hours Interruption}}{\text{Total Number of Customer Interruptions}} \end{aligned}$$

### Average System Availability Index (ASAI)

This measures the percentage of time a customer receives an electricity service over a defined period (e.g. monthly/yearly).

$$\text{ASAI} = \frac{\text{Customer Hours Service Availability}}{\text{Customer Hours Service Demand}}$$

$$\text{ASAI} = \frac{8760 - \text{SAIDI}}{8760} = 1 - \frac{\text{SAIDI}}{8760}$$

The ASAI index provides specific information on the continuity of supply and the extent to which the BL&P's electricity service to customers is sustained. While the SAIFI and SAIDI indices are driven by the frequency and duration of interruptions and are systems oriented, the ASAI index is based on the fraction of the demand satisfied. Therefore, the ASAI directly measures the generation and system adequacy and complements the other reliability indices. Additionally, the ASAI measure requires no additional information for computation. Together, these indices provide comprehensive indicators of the reliability performance of the electricity network.

The BL&P shall continue to adopt the Institute of Electrical and Electronic Engineers (IEEE) 1366 Standard for determining System Reliability.

#### **4.4 Power Quality Standard**

Power Quality is another measure of electricity system reliability. The BL&P's permitted voltage tolerance on its distribution network is ( $\pm 6\%$ ) of the nominal voltage.

Compensation for damage to equipment may be warranted when the supplied voltage falls outside of this range. The decision on whether the BL&P is liable will be made in accordance with the BL&P's policies and procedures for handling damage claims.

Where the customer is not satisfied with the recourse given by the BL&P, the customer reserves the right to make representation to the Commission.

## 5.0     Force Majeure

Apart from the specific exemptions listed in the previous section, the Standards of Service do not apply where conditions outside the control of the BL&P make it impossible to meet the targets. The term used to define these events is *force majeure*. Black's Law Dictionary (2009) defines *force majeure*<sup>8</sup> as:

*"An event or effect that can be neither anticipated nor controlled; esp., an unexpected event that prevents someone from doing or completing something that he or she had agreed or officially planned to do. The term includes both acts of nature (e.g. floods and hurricanes) and acts of people (e.g. riot, strikes and wars)."*

The *force majeure* conditions under which the exemptions from the Standards of Service may be granted are:

- (a) A threat or act of war (whether declared or not), hostile invasion, terrorism or civil disorder;
- (b) A strike and/or other industrial action or blockade or embargo or any other form of civil disturbance;
- (c) Landslides, lightning, hurricanes, floods, storm, earthquake, tsunami or any other natural disaster;
- (d) Epidemics;
- (e) Trade restrictions;
- (f) Inability to obtain any requisite Government permits; and
- (g) Breakdown of machinery or equipment through causes not within the control of the BL&P and which by the exercise of diligence it is unable to avoid, prevent or mitigate.

## 5.1     Other Exemptions and Conditions

The Commission is cognisant that other circumstances may exist from time to time, which might impede the BL&P's ability to meet the prescribed Standards of Service. In such circumstances, where a customer is dissatisfied with the BL&P's application of an

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<sup>8</sup> Bryan Garner, Black's Law Dictionary (United States: Thomson Reuters, 2009), 718.

exemption, that customer may seek the Commission's assistance. Thereafter, the Commission may sanction the BL&P's action or require an alternative approach.

The situations in this category may include but are not limited to the following:

- (a) Where the BL&P is unable to gain access to the customer's premises at the prearranged time;
- (b) Where inadequate directions have been provided by the customer;
- (c) Where the customer's installation does not meet the BL&P's requirements for installation or is considered unfit for service. (The BL&P's installation requirements are published in its Information and Requirements booklet and on its website);
- (d) Where the customer or the customer's agent fails to fulfil the customer's obligations;
- (e) Where the customer informs the BL&P, in writing, that no further action should be taken on a matter;
- (f) Where the customer requests, in writing, that the BL&P take action at a later date than required by the Standards of Service;
- (g) Where the Commission reasonably considers that the customer's request or complaint is frivolous or vexatious;
- (h) Where an offence has been committed through interference with the BL&P's metering equipment;
- (i) Where the customer's electricity account remains unpaid after the BL&P has given the customer notice of its intention to disconnect the supply for non-payment;
- (j) Where the BL&P is requested, by a public authority, to provide emergency electricity supply to assist in emergency action and the provision of such services restricts the connection of a customer to a specified service or the rectification of a fault or service difficulty;
- (k) Where there is a negligent or willful act by the customer;
- (l) Where the customer is required to pay a charge to the BL&P for connection to the service or for the use of the service and the BL&P has reasonable grounds to believe, based on the customer's prior debt service record, that the customer would be unwilling or unable to pay the charge as it becomes due;

- (m) Other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot foresee by using its best efforts; and
- (n) Where there are legal constraints that may prevent the BL&P from meeting the Standards of Service.

## 6.0 General

The Commission reviewed and analysed the response submitted by the BL&P, considered customer complaints and queries received and also examined information related to electricity Standards of Service from regional and extra-regional jurisdictions. The reasons for the Decision are as follows.

### 6.1 Amendments to the Standards of Service

In concert with the general tenets of utility regulation, the Commission is of the view that targets should be refined, where appropriate, to incentivise continuous improvement in the BL&P's service delivery, particularly where it is evident that the current targets no longer present a challenge. Despite the BL&P's satisfactory performance under the 2014 - 2017 Guaranteed and Overall Standards of Service, there were instances where the target description required adjustment due to issues arising from customer queries and complaints, as well as other specific matters which warranted the introduction of new standards. This section addresses these issues in concert with the BL&P's responses and sets out the Commission's determination.

#### **GES 1 - Fault Repair - Customer's Service**

The BL&P recommends that the target for this Standard be set at ten (10) hours from receipt of complaint, citing that GES 2 and GES 3 Standards of Service compete for the same resources and that a lower target would require additional staff.

#### **The Commission's Analysis**

The Commission considers that the BL&P's reported historical performance in this Standard has been commendable. Notwithstanding this, the Commission also considered the number of fault repair requests made and the essential nature of an electrical service, as well as the need to reduce the customer's dislocation when a fault occurs. The Commission acknowledges that where the fault results from defects in the customer's own installation, such circumstances tend to increase the service restoration time. Therefore these circumstances should not be considered in the determination of the

restoration time. The Commission, having weighed these circumstances, determines that the target shall be set at eight (8) hours.

### **GES 2 - Fault Repair - Distribution System**

The BL&P submitted that a target time below ten (10) hours was not achievable since the GES 1 and GES 3 Standards compete for the same resources as GES 2.

#### **The Commission's Analysis**

The Commission notes that reported faults under this Standard affect a larger number of customers and, if not rectified in a reasonable time, could impact a wide cross-section of the customer base and negatively impact the productivity of business enterprises, resulting in substantial economic loss.

The BL&P has indicated that the resources used for this Standard are also utilised by other Standards and as such, this creates a challenge in meeting the proposed target. However, the BL&P has not provided evidence to substantiate its recommendation. The Commission understands that finite resources are allocated to multiple tasks. Nevertheless, it considers that greater emphasis should be placed on restoring electricity to multiple customers in a reasonable time-frame. Having considered the varied use of resources by the BL&P and its historically good performance, the Commission determines that a target of eight (8) hours is appropriate.

### **GES 3 - Voltage Complaint**

The BL&P has advised that voltage complaints are frequently reported and that, given the characteristics of these complaints and the large number of cases, this presents a difficulty in meeting the proposed target, which requires that the site be visited within twenty-four (24) hours. However, the BL&P's response did not include any proof to suggest that this target was not achievable. With regard to the assessment of voltage complaints, the BL&P recommends that the two targets for this category - simple assessment and complex assessment - should be completed within five (5) and fifteen (15) working days from receipt of complaint, respectively. The BL&P proposes that the existing three (3) month target be retained for the resolution of voltage complaints.

## **The Commission's Analysis**

The Commission understands the serious nature of voltage problems and recognises the need for urgency in addressing these matters. The Commission notes that although the BL&P cited a high level of voltage complaints, it does not appear to be challenged under this Standard, as demonstrated by its high compliance level. However, its comments suggest the need for prompt attention to such issues. The Commission acknowledges that timely attention must be given to GES 3 (a) issues. This requires the BL&P to visit the site of an incident promptly. It is noted that most complaints are resolved at this stage. The Commission considers that the twenty-four (24) hour target is appropriate and therefore shall remain.

The BL&P's response to the assessment of voltage complaints asserts that the nature of complaints range from simple to complex. With regard to the assessment of voltage complaints GES 3 (b), the Commission notes that the earlier voltage problems are assessed, the greater the benefit to both the customer and the BL&P. The Commission also notes that the number of reported assessments for GES 3 (b) on an annual basis, over the period 2014 - 2017, ranged from nine (9) to two (2). The Commission therefore considers that the target of five (5) working days for the assessment of voltage complaints is justified. Similarly, as with GES 3 (b), the Commission reviewed the number of incidents requiring resolution in the GES 3 (c) Standard category. Annually, these ranged from three (3) to zero (0) over the period 2014 - 2017.

The Commission further emphasises that voltage issues require prompt investigation to determine the urgency of the matter. Where the analysis of the voltage problem reveals complexities requiring major infrastructure replacement, the Commission also is of the view that these should be rectified within the shortest possible time. The Commission considers that the target of thirty (30) working days to resolve voltage issues is justified given the small number of cases in this category. Therefore, the Commission determines that the target is now set at thirty (30) working days.

## **GES 4 - Simple Service Connection**

The Commission is of the view that there was no need to amend the target time of twelve (12) working days for this Standard given that the BL&P has consistently not met the



target over the three (3) year review period. However, the Commission considers that the language used in the standard description should be modified for clarity. The Commission therefore determines that the GES 4 Standard target shall remain to connect a simple service within twelve (12) working days of receipt of request.

### **GES 5 - Complex Connection - Cost Estimate**

The BL&P recommends that a forty (40) day period would allow for the request of cost estimates for complex connections to be satisfied, noting that such requests may include revisions and multiple versions depending on the scale of the project (residential to large commercial). These often require third party involvement and the provision of site plans where appropriate.

#### **The Commission's Analysis**

The Commission recognises that requesting parties may not provide all of the requisite information to the BL&P at the time of requesting a cost estimate. In such circumstances, this delays the processing of the request. The BL&P should advise customers of required information before the formal request is acknowledged. The Commission notes the BL&P's response to this target and in particular the revisions and multiple versions of the required documents. The Commission further notes that the BL&P has not substantiated its recommended target for this Standard. The Commission therefore determines that a target period of thirty (30) days shall apply to the BL&P's provision of a cost estimate for a complex connection from the time that all the requisite information has been presented.

### **GES 6 - Connect or Transfer of Service**

The BL&P recommends that the existing target of two (2) working days be retained, since this time allows for the scheduling and assignment of connection or transfer of service requests.

#### **The Commission's Analysis**

Performance data submitted by the BL&P has consistently shown compliance exceeding 99% over the period 2014 - 2017. The Commission considers that based on this performance, the target is no longer optimally efficient and currently does not provide any incentive to improve performance. The Commission notes that the work required

does not refer to new connections and therefore the effort involved is not complex. The Commission also notes that the deployment of the Advanced Metering Infrastructure (AMI) equipment by the BL&P will allow for gradual improvement in this Standard as some of its functionalities is expected to provide compensatory benefits in other areas. It is common practice for targets to be amended to reflect the anticipated impact of ongoing or near-term system investment. Therefore, the Commission determines that the target of twelve (12) working hours shall apply.

### **GES 7 - Reconnection**

The BL&P recommends that the target of one (1) working day for Request for Reconnections should be retained on the basis that, when customers pay for this service after working hours at contracted payment facilities, the BL&P would have challenges meeting the proposed target. Additionally, the BL&P has reported that this challenge creates a case for competing resources with the GES 1 Standard.

### **The Commission's Analysis**

Based on the reported data from the BL&P on this Standard, a high compliance level was evident. The Commission recognises the BL&P's challenge of meeting customers' requests for reconnections when payment is made after working hours. The Commission is of the view that when these requests are made, the BL&P shall accede to the customers' request, from the start of the next working day. Additionally, the Commission notes that with the gradual roll out of the BL&P's AMI resources, the task of manual reconnection will be reduced over time as AMI remote disconnection and reconnection increases. The Commission is of the view that this capability will reduce the requirement for additional resources, therefore, the six (6) working hour target shall apply.

### **GES 8 - Response to Billing Complaint**

The BL&P has submitted that the proposed target of ten (10) working days for the assessment and resolution of complaints would be difficult to achieve and recommends a target of fifteen (15) days. The BL&P suggests that the additional time would allow for resolution of complaints. The BL&P further asserts that the proposed three (3) working day target to resolve issues not requiring a service visit would be difficult to achieve.

## **The Commission's Analysis**

The Commission acknowledges that the BL&P has historically performed well under this Standard. It is anticipated that with the roll out of the BL&P's AMI programme, improvement in this Standard will be gradually realised. The Commission acknowledges that deployment has commenced and is scheduled to conclude by December 31, 2019<sup>9</sup>. The Commission determines that the targets shall be to provide an assessment and resolution within ten (10) working days of receipt of complaint (GES 8 (a)) and for all other matters not requiring a service visit, the BL&P is required to resolve these within three (3) working days of receipt of complaint (GES 8 (b)).

## **GES 9 (New) - Timely Payment of Compensation**

The BL&P recommends that under the proposed GES 9 Standard, the time frame for the payment of compensation in automatic form should be two (2) months from occurrence of the breach.

## **The Commission's Analysis**

The Commission is of the view that compensation for breaches of the Standards of Service should be promptly credited to the customer's account. Based on the historical data submitted to the Commission, it is evident that the BL&P has not been paying compensation in a timely manner for some Standards of Service which require automatic compensation. Additionally, the Commission is of the view that the payment of Customer Initiated Claims also requires prompt payment. The Commission acknowledges the points raised by the BL&P concerning the automatic payment of claims and concurs with its recommendation. Therefore, for Standards of Service requiring automatic compensation, the credit shall be applied to the customer's account within two (2) months of occurrence of the breach. For Standards of Service which require the customer to initiate a claim, compensation shall be credited to the customer's account within two (2) months of its acceptance.

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<sup>9</sup> Refer to the link for more information - [https://www.blpc.com.bb/images/watts-new/Graphics\\_BLPC\\_Newsletter\\_Nov2016.pdf](https://www.blpc.com.bb/images/watts-new/Graphics_BLPC_Newsletter_Nov2016.pdf).

### **OES 1 - Meter Reading (Frequency of meter reading)**

The Commission considered that amendment to this Standard was not required. Further, it is considered that the impact of the BL&P's gradual rollout of the AMI program will result in improved performance. The Commission therefore determines that the targets of the 2014 - 2017 Decision shall be retained - (a) 100% of Domestic/General Service customers' meters shall be read every two (2) months and (b) 100% of Secondary Voltage Power and Large Power customer's meters shall be read monthly.

### **OES 2 - Voltage Complaints**

The BL&P recommends that this Standard and target be removed from the Overall Standards of Service, citing that it mirrors the purpose of Guaranteed Standard GES 3 and is unnecessary.

### **The Commission's Analysis**

The provision for the response to Voltage Complaints under the Overall Standards of Service allows the Commission to evaluate the BL&P's performance at a national level, since voltage issues are particularly problematic and can result in damage and/or the loss of customers' equipment. While GES 3 addresses the impact this issue has at the individual customer level, a measure of how well the BL&P addresses voltage complaints at the system level will provide further insight into the overall safety of the BL&P's service delivery. The Commission's view is that this Standard offers an indicator of the level of attention given to these complaints and hence it shall be retained. The Commission determines that the target for this Standard shall be all voltage complaints to be responded to within twenty-four (24) workings hours of receipt of a complaint.

### **OES 3 - Outage Notice**

The BL&P's response suggests that only those affected customers should be notified of instances of planned outages, as having the information widely publicised in the media would pose a security risk and additional cost.

## **The Commission's Analysis**

The Commission is of the view that customers must be informed of planned outages so that they may plan their activities accordingly. It acknowledges that widely publicised, planned outages can present security risks. The Standard shall therefore be amended to reflect that in all instances of planned outages, all potentially affected customers are to be notified forty-eight (48) hours before the institution of the outage.

### **OES 4 - Response to Complaints and Claims**

The BL&P did not oppose the proposed changes to this Standard.

### **OES 5 - Call Centre Answering (Billing and Trouble Centre calls answered by a customer service representative)**

The Commission recognises that the BL&P's historical performance in this Standard over the review period did not meet the required 85% compliance level. The Commission is of the view that improvements in this Standard is warranted since the answering of customer calls is a direct indicator of customer service. Therefore, the Commission determines that the target for this Standard shall be retained as reflected in the 2014 - 2017 Decision - 85% of all calls shall be answered within one (1) minute.

### **OES 6 - Billing Period**

The BL&P's performance marginally exceeded the required target for this Standard over the three (3) year review period. The Commission considers that there is merit in retaining the target, at this time, but recognises that the deployment of the AMI will allow for regularisation of the billing period. The Commission therefore determines that the existing target shall be retained - at minimum, 95% of the customers in each billing period shall be invoiced for no more than thirty-three (33) days.

### **OES 7 (New) - Response to Damage Claims**

The BL&P did not oppose the introduction of the new standard provided the targets are reasonable. The BL&P recommends that the target for acknowledgment of damage claims should be within five (5) working days of receipt of the claim and that these should be settled within two (2) months of receipt of claims.

## **The Commission's Analysis**

The Commission recognises the inconvenience that damaged equipment and an inordinately lengthy damage claim process can pose to customers. The Commission, having reviewed the queries and complaints it received on this subject, considers there is a need to monitor damage claim processing to ensure its efficient operation. The Commission acknowledges the BL&P's recommendation and agrees that the settlement of damage claims should be completed within two (2) months of receipt. The Commission has determined that for oral claims, the target shall be 95% of damage claims to be acknowledged immediately on receipt and for written claims, the target shall be within five (5) workings days. At least 95% of the damage claims shall be settled within two (2) months of receipt of written or oral claims.

## **6.2 System Reliability Indicators**

The BL&P has indicated that the current use of reliability indices is appropriate and adequate. The BL&P recommends that the targets assigned to these indices be based on a five (5) year rolling average, inclusive of one (1) standard deviation.

## **The Commission's Analysis**

The Commission is aware of the various reliability benchmarking methodologies and their uses based on specific performance objectives. The Commission considers that the proposed reliability targets, which are based on the BL&P's historical average performance of the most recent five (5) years, is an accepted practice. The Commission notes that the use of this benchmarking standard provides an impetus for improved reliability performance. The Commission notes that the recommended target methodology proposed by the BL&P does not actively incentivise improvement. It is of the view that its own proposed reliability targets are reasonable. The Commission has determined that the annual reliability targets for SAIDI, SAIFI, CAIDI and ASAI shall be 3.68 hours/customer, 5.84 outages/customer, 0.63 hours/customer and 99.958%, respectively.

## 7.0 Monitoring and Enforcement of Standards

The BL&P is required to submit quarterly Standards of Service reports within one (1) month of conclusion of the last quarter, including information on:

- The number of breaches under each Guaranteed Standard of Service (GES 1 to GES 9) and percentage compliance;
- The level of compliance, as a percentage, of each Overall Standard of Service (OES 1 to OES 7);
- ASAI (Average System Availability Index);
- CAIDI (Customer Average Interruption Duration Index);
- SAIDI (System Average Interruption Duration Index);
- SAIFI (System Average Interruption Frequency Index); and
- Details of any extenuating circumstances that would have prevented it from achieving the targets for the Overall Standards of Service.

The first reporting quarter will be January 1 to March 31, 2018. Thereafter, the reporting periods will be the four (4) consecutive quarters of 2018, 2019 and 2020, respectively.

In addition to the above information, the BL&P is required to submit annual Standards of Service reports for 2018, 2019 and 2020, which also include information on:

- The number of customers eligible for compensation during the reporting period (except for GES 2 Standard);
- The total amount of eligible compensation (except for GES 2 Standard);
- The number of customers actually receiving compensation;
- The amount of compensation actually paid; and
- The value of compensation attributable to each Guaranteed Standard of Service.

Compliance with the Standards of Service will be evaluated on a monthly basis and annual reports shall be submitted no later than two (2) months after the end of the applicable reporting year.

The Commission reserves the right to conduct independent investigations that seek to determine the extent to which the BL&P is meeting the Standards of Service.

The Commission further issues an Order pursuant to Section 38(c) (ii) of the URA. This Order is attached hereto.

Where an Overall Standard is not met, the BL&P shall provide an explanation to the Commission. Where the BL&P continually fails to meet an Overall Standard, and it appears that no reasonable effort has been made to rectify the breach, Section 43 of the FTCA and Sections 31 and 38 of the URA may be invoked.

### **7.1 Public Disclosure of Information**

The Commission shall make public the yearly statistics related to the BL&P's performance in attaining these Guaranteed and Overall Standards of Service.

### **7.2 Public Education**

The BL&P shall make available to its customers by post or electronically, within two (2) months of the implementation of this Decision, the Table of Guaranteed Standards of Service as set out herein.

In addition, the BL&P is required to educate its customers, as stipulated in this Decision about its fault reporting processes, including the publication of contact numbers and e-mail addresses for making complaints. The BL&P shall also place its claim forms and official complaint forms on its website and where the information can be accessed. Further, the BL&P shall also place the claim form at its head office.

### **7.3 Implementation and Review**

The Standards of Service for the BL&P as herein outlined shall come into effect from January 1, 2018 and continue until December 31, 2020 or until such time as a new Standards of Service Decision is issued. These Standards of Service will be subject to review by the Commission.



Dated this 27<sup>th</sup> day of September, 2017

*Original Signed by*

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Jefferson Cumberbatch  
Chairman

*Original Signed by*

.....

Philmore Alleyne  
Commissioner

*Original Signed by*

.....

Dawood Pandor  
Commissioner

*Original Signed by*

.....

Andrew Willoughby  
Commissioner