

Caribbean Utilities Company, Ltd.

Customer Service Code

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Customer Service Code

1 Objective

CUC's Transmission & Distribution ("T&D") Licence herein after referred to as "the Licence" provides for CUC's Customers to sign a contract agreeing to the terms and conditions for the supply of electricity. This Customer Service Code sets out certain terms and conditions of the supply by CUC of electricity to its Customers. These terms and conditions (as amended from time to time subject to approval by the Electricity Regulatory Authority (ERA)), applicable notices to Customers and a completed and accepted electricity service application constitute the entire contract for service between the Customer and CUC. CUC reserves the right to make changes to such terms and conditions, and to any and all parts of such documents as provided by law and the Licence.

2 Classes of Services and Tariff Rates

CUC presently has three tariff rate designations for the following Classes of Service: Rate R – Residential, Rate C – General Commercial and Rate L – Large Commercial.

Classes of Service and Tariffs are determined in accordance with the terms of the License and may be changed from time to time subject to ERA approval. A copy of the rate schedule as of the date of this code is located in Appendix B of this document. For a current schedule of the Classes of Tariffs, please visit the Company's website at www.cuc-cayman.com or contact CUC's Customer Service Department.

A security lighting service is also available for an additional monthly charge. Information concerning the application for and rate of such service is also available from the Customer Service Department or CUC's website.

3 Characteristics of Electricity Supply

CUC supplies electricity throughout Grand Cayman as alternating current (AC) at a frequency of 60HZ, and either single phase or three phase at one of the following standard voltages:

- a. 240/120 Volts, single phase, three wire, for residential and commercial service.
- b. 240/120 Volts, three phase, Edison delta, four wire, for commercial and industrial services. Note, this voltage configuration is no longer offered by CUC but existing connections will be maintained.
- c. 120/208 Volts, three phase, four wire wye, for commercial services and large apartment/condominium complexes requiring a three phase service.
- d. 277/480 Volts, three phase, four wire wye, for large commercial and industrial services (usually not less than 300 kW).

Nominal voltage on the CUC transmission and distribution system is operated within a voltage bandwidth of +5/-5% of the nominal voltage. The system voltage could rise to 10% above or fall to 10% below the nominal voltage for limited periods in exceptional circumstances.

The Frequency of the T&D System is nominally 60 Hz and shall be controlled within the limits of 59.5 - 60.5 Hz unless exceptional circumstances prevail. The System Frequency could rise to 62 Hz or fall to 57 Hz in exceptional circumstances.

Customers should contact CUC's Customer Service Department at (345) 949-5200 or by email at service@cuc.ky in the planning stages of any project for approval of the service voltage, in particular three phase services, to avoid additional costs and delays.

[Detailed characteristics of CUC's Overhead and Underground Service Standards are described in Appendix E.](#)

4 Customer Equipment

CUC's service equipment is designed, installed and maintained to provide adequate service to each Customer's connected equipment and appliances described in the load data furnished by the Customer at the time of connection.

CUC has the right to insist that all equipment and appliances connected by Customers to its circuits shall not adversely affect the quality of services to others. Accordingly, CUC will require the disconnection of a Customer load or any part of the load which causes a voltage dip of 4% or more, or which causes radio, TV or other high frequency interference. Power factor is a calculation representing the relationship of "real" power (kW) which performs useful work in turning a motor, to "apparent" power (kva) which magnetizes motor and transformer coils or charges capacitors. Motor loads frequently adversely affect the power factor of a circuit, usually from oversized or lightly loaded motors. Certain other types of loads can reduce power factor. A low power factor also reduces the capacity of circuit conductors to deliver "real" power and can increase wiring costs as well as electric demand on the utility system. CUC reserves the right to apply a power factor surcharge to customer bills based on customer power factor and demand or energy usage measured in (kW or kWh) subject to ERA review and approval for billing where a customer's power factor is less than 85% and remains uncorrected.

Capacitors are sometimes connected on the load side of a motor controller to improve the power factor of the circuit. When this is done, the total (kvar) connected should not exceed the value required to raise the power factor of the motor to unity when it is running unloaded. Customer Installation protection

The Customer's installation must be adequately protected from overloads by fuses or circuit breakers in accordance with the Cayman Islands Building Code and NEC where appropriate and approved by the Government's Electrical Inspector. In addition, it is recommended that Customers install additional protection against transient over-voltages (i.e., surges, spikes) for sensitive equipment such as electronic devices and computers. These transient over-voltages may be caused by lightning and/or normal or emergency switching of CUC lines.

The Customer shall ensure that their electrical service is grounded at the service entrance in accordance with the Cayman Islands Building Code and the NEC and meet a ground resistance of 25 ohms or less. It is recommended that the Customer also periodically inspect and maintain their service ground to ensure that they maintain a ground resistance of 25 ohms or less.

CUC shall not be liable for any damage or loss, direct or consequential, sustained by any person connected to CUC's supply system if such loss or damage is a result of full or partial interruption of service or departure from specified service characteristics for reasons beyond CUC's control.

CUC may in its sole judgment curtail or interrupt electricity service or reduce voltage whenever the integrity of its systems or the supply of electricity is threatened, or where such action is required to prevent injury to persons or damage to property or whenever it is necessary to aid in the restoration of service, and CUC shall not be liable for any damage or loss, direct or consequential, sustained by any persons connected to CUC's supply system as a result of such actions except in those instances in which they are required as a direct result of the failure by CUC or its agents to observe specified standards of design or operation.

CUC will not be liable for damage to equipment due to spikes or surges beyond its control and strongly recommends that the customer purchase surge protection equipment.

In cases where the customer requires three-phase service, the installation of relays and/or circuit breakers to protect their equipment against single phase conditions and phase reversal are advisable, and their installation and maintenance is the responsibility of the customer.

CUC shall not be liable for any damage or loss, direct or consequential, which a customer or third party may sustain due to the presence of CUC's equipment on the customer's premises or property and caused by lightning, windstorm or other events beyond CUC's control.

Access to Premises

The Customer shall give CUC employees safe access to the premises and surrounding property of the Customer at any reasonable hour for the purpose of installing, maintaining, inspecting or removing the Company's property, reading meters, trimming trees, whether on the Company's easements and rights of way or not, and for any other purpose incident to performance under or termination of the Company's agreement with the Customer. The Customer agrees that as a consequence of the performance of the Company of any of the tasks set out above or activities related thereto, the Company, its servants or agents shall not be liable for trespass.

Grant of Right of Way and Wayleaves

The Customer shall grant or cause to be granted to the Company all rights, easements, permits and privileges that, in the opinion of the Company, are necessary for the rendering of Service to the Customer in accordance with Section 19 of the *Cayman Islands Electricity Law (2008 Revision)* ("Electricity Law"). The Company is required to give notice to the owner or occupier of the land requiring him to give the necessary wayleave within a period (not being less than twenty-one days) specified in the notice. In the event, the customer and the Company cannot agree to terms and conditions on a necessary wayleave, the Company shall apply to the ERA to grant the necessary wayleave in accordance with section 19(2) of the Electricity Law, The grant of a wayleave shall bind any person who is at anytime the owner and occupier of the land in which the wayleave has been granted in accordance with the section 19(5)(b) of the Electricity Law.

Should the Cayman Islands Government, its agents or a statutory authority request that CUC relocate an existing pole(s) or line equipment for the purpose of widening or relocation of a road or other similar public purpose, the costs of doing so will be dealt with as follows:

1. If the existing pole(s) or line equipment is located on a Public Road way then CUC will be responsible for moving the poles and line equipment at its own costs.
2. If the existing pole(s) or line equipment is not located on a Public Road way or if the request is not for the purpose of widening or relocation of a public road or other similar public purpose, then the Cayman Islands Government, its agents or the requesting statutory authority will be responsible for the cost associated with moving the poles and line equipment.

4.1 Additions to Customer Installations

The Customer is required to give notice to CUC of any proposed additions or changes to their existing installation which may significantly increase (15% or more) the Customer's demand on CUC's system. Failure to do so may overload CUC's service equipment and may affect the quality of service to that Customer and other Customers supplied by the same equipment. CUC shall not be held liable for any damage to Customers' equipment caused by such overloads under any of the following circumstances:

- i. In the event that the Customer has failed to notify CUC of such changes as described above.
- ii. Customer has notified CUC of such changes as described above and CUC has not completed the evaluation and distribution system upgrades for such changes and provided the Customer with the approval to install such changes.

4.2 Motor Loads

Motors of the “squirrel cage” type up to thirty (30) horsepower rating, may be started directly on line (full voltage), except in cases of frequent starting (3 or more starts within an hour). Motors over thirty (30) horsepower must be equipped with reduced voltage starters, or other current limiting means. Persons intending to use any motor rated thirty (30) horsepower or more on CUC’s supply should consult CUC’s Customer Service Department early in the planning stages.

All motors should be equipped with protective devices, which disconnect the motor from the power source in the event of voltage or current levels reaching outside the specified high and low levels, or the loss of one phase of a three phase supply (single phasing).

Contractors are encouraged to consult CUC’s Customer Service Department during the design phase.

4.3 Auxiliary Generators

If any Customer installs an emergency generator for his/her own use, in case of a temporary failure of CUC’s service, an approved double-throw switch (either manually or automatically operated) must be provided in the service entrance equipment to preclude the possibility of energy feedback into the CUC system. The generator is not to be interconnected with the electric grid before the Building Control Unit and CUC are satisfied that the equipment complies with the NEC¹, NESC² and CUC’s safety standards available on CUC’s website.

5 Service Connections

5.1 Overhead Service

Electricity service will normally be delivered to the Customer’s premises by aerial cable from the nearest suitable CUC pole to an acceptable support on the building. In most cases, a rigid galvanized steel conduit extension or other approved type must be provided by the Customer to elevate the point of attachment. This aerial cable (simple service drop) will be installed if the Customers point of attachment is within eighty-five (85) feet of the nearest suitable pole on a public roadway. If CUC’s pole is on the opposite side of the roadway from the Customer’s premises then CUC will provide a service pole on the customer’s property line.

There is no charge for the construction of overhead lines necessary for service connections up to 1000 feet. If a service drop of more than 85’ is required, CUC will expand its overhead construction to reach the service point as described in section 5.3. CUC will not make any connections which require the aerial cable to travel over the roof of the building. In order to eliminate unnecessary costs, Customers are encouraged to notify CUC of any new connection in the planning stages so that:

- (i) CUC can determine the most suitable pole from which to provide service; and
- (ii) The Customer can indicate and arrange an acceptable location for the point of attachment on the building.

¹ NFPA70 National Electric Code ®

² IEEE National Electrical Safety Code®

5.2 Underground Service

CUC's rate structure is based upon overhead distribution. Where the Customer desires underground service, the associated additional costs must be paid for by the Customer or the Customer's developer.

Where underground low voltage service is provided, the Customer is required to install and maintain a conduit and weather head on CUC's pole in accordance with CUC's Overhead and Underground Service Standards as listed in Appendix F and published on CUC's website. The Customer's service cable shall travel up the pole within the conduit and shall be connected to the supply at the weather head by CUC. Where underground high voltage lines and pad mounted transformers are requested, the Customer shall contact CUC to determine the costs of such installations. In cases where underground services are installed, the customer shall be required to supply, install and maintain the specified equipment to CUC's design specifications in providing the necessary meter sockets, low and high voltage cable ducts and transformer pads (or vaults) in accordance with CUC's Overhead and Underground Service Standards. The transformer(s) can be installed inside a building provided CUC has unrestricted access 24hrs a day, 7 days a week all year round, the transformer clearances as specified in CUC's Overhead and Underground Service Standards are maintained and the building design adheres to the NEC. The Customer's low voltage service cables shall travel underground into the pad or vault and shall be connected to the transformer by CUC. CUC will provide pad mounted transformers & high voltage underground cable for permanent service to Customers without a contribution in aid of construction (CIAC) when the cost to provide and maintain the line extension/upgrade and/or line equipment will be recovered through electricity rates paid for by those customers over the expected life of the assets.

The Customer must consult CUC and obtain its permission to install a conduit on a pole and CUC shall determine whether the pole is suitable for such installation.

Please note: Underground service lines that pass under a public roadway must be approved by the Government's Planning Department and the National Roads Authority. Persons requiring such a service should also contact CUC's Planning Department early in the planning stages of their project.

5.3 Customer Weatherheads

Weatherheads installed on buildings must be not less than fifteen (15) feet and not more than twenty-eight (28) feet above ground. Weather heads on CUC poles shall normally be installed twenty-five (25) feet up the pole and must be approved by CUC prior to being installed by the Customer. Customer installed service wires shall extend out from the weather head to a sufficient length that connections may be made to CUC's supply. Customer will be required to supply, install and maintain the specified equipment to CUC's design specifications in providing the necessary weather heads and meter sockets in accordance with CUC's Overhead and Underground Service Standards. Please contact CUC's Customer Service Department for more information.

5.4 Inspection and Approval

Every electrical installation must be inspected and passed by the Government Electrical Inspector and a copy of such approval evidenced by an Electrical Connection Certificate must be available to CUC on the Planning Departments Online Planning Portal (OPS) before CUC may connect such installation to its system. Notwithstanding approval by the Government Electrical Inspector, CUC has the right to refuse to connect or subsequently disconnect any installation where the service entrance wiring or metering facilities fail to comply with CUC's requirements.

5.5 Tree Trimming

As a part of our commitment to provide safe, reliable electrical service, it is sometimes necessary for CUC to trim trees that are too close to the power lines. Customers should never attempt to trim or fell trees that are too close to power lines. Trimming trees around power lines should only be attempted by trained professionals.

Once CUC has trimmed the trees of a customer that is in close proximity to the lines, the customer will be advised in writing of actions they should take to maintain the necessary clearances between the trees and the power lines to avoid future encroachments to this space and may be charged for the cost of such trimming. Failure to maintain the minimum required clearance between the trees and the power lines following written advice from CUC shall result in a fee for future tree trimming as per Schedule C. In some cases, CUC will remove the trees (cut to ground) in accordance with its rights under its Licenses.

5.6 Energy Audits

CUC provides basic information and advice on energy efficiency to our customers free of charge. This includes visiting the customer premises and assisting with the identification of ways to save energy. Customers can also receive a detailed energy audit which entails a thorough inspection, survey and analysis of the energy flows within their building for a fee in accordance with Schedule C. The main focus of the detailed audit is to identify the basic energy consumption of the equipment on the premises and propose ways to reduce the amount of energy required without adversely affecting the customer's desired comfort levels. A comprehensive report will be produced at the end of the audit which provides the existing status of energy usages and outlines any recommended retrofits, repairs or replacements that maybe required for optimization.

6 Contribution in Aid of Construction

The Company will provide line extensions or upgrades for permanent service to General Service Customers without a contribution in aid of construction (CIAC) when the cost to provide and maintain the Line extension or Upgrade will be recovered through electricity rates paid for by those customers. CIAC are required from the Customers in some cases. These contributions, which are defined below, are estimated by CUC's Planning Department and payment is required before commencement of work.

6.1 Refundable Contributions

Where it is necessary to extend existing overhead lines to provide service to Customers, CUC will extend its overhead lines along any public roadway up to one thousand (1000) feet, free of charge. For line extensions greater than one thousand feet, the Customer or developer will be required to meet the full costs of construction beyond such distance. Such contributions in aid of construction (CIAC) are refundable in whole or part as additional Customers are connected to the same line extension.

Every Customer who contributes to the cost of construction for electric facilities to obtain electric service from CUC is entitled to a refund of all or part of the cost as additional Residential Customers are connected to that same line section (beyond 1000 feet) within the first ten years of their continuous service.

The amount of the refund per additional Customer depends on the number of years that have elapsed since the construction. After ten years, there are no further rebates. Please contact CUC's Customer Service Department for additional information on refunds.

REFUND FORMULA:

- i. The Customer is entitled a refund whenever another customer receives permanent service from that facilities built with contributions by the original Customer. This request may be made anytime within the first ten (10) years after the initial meter service date of the original Customer.
- ii. A 10% depreciation charge (straight-line basis) is applied each December to the original contribution less any refunds but before depreciation. If the initial year is less than six (6) months then a prorated amount will be use in the first year only.
- iii. Upon receipt of this written request, CUC shall pay Customer an amount (rounded to the nearest whole dollar) equal to the Customer contribution dollars divided by the number of poles paid for by the Customer Contribution, provided there is a refundable balance remaining after depreciation charges and previous refunds. Example: If the customer paid for a 3-pole extension of facilities beyond 1000 feet, then the refund amount due would be 1/3 of the original Customer Contribution.

SAMPLE CALCULATION:

ASSUME: Customer Contribution = \$3,000 for a 3-POLE EXTENSION in January 2000 with three additional customer attachments, one each in June 2001, May 2003 and September 2003. Refund amount per customer = \$3,000/3 = \$1,000, provided there is a refundable balance remaining after depreciation charges and previous refunds. If a refund is due but the refund balance is less than the contribution dollars divided by the number of poles then the refund shall equal the refund balance.

	(1)	(2)	(3) = (1)- (2)	(4)=10%* (3)	(5)	(6)=(3)- (5)
DATE	<u>ORIGINAL CONTR.</u>	<u>REFUNDS TO DATE</u>	<u>ADJ. GROSS</u>	<u>CURRENT DEPR.</u>	<u>ACCUM. DEPR.</u>	<u>REFUND BALANCE</u>
Jan.-00	\$3,000	0	\$3,000	0	0	\$3,000
Jan. 01	\$3,000	0	\$3,000	\$300	\$300	\$2,700
June-01	\$3,000	\$1,000	\$2,000	0	\$300	\$1,700
Jan. 02	\$3,000	\$1,000	\$2,000	\$200	\$500	\$1,500
Jan. 03	\$3,000	\$1,000	\$2,000	\$200	\$700	\$1,300
May-03	\$3,000	\$2,000	\$1,000	0	\$700	\$300
Sept.-03	\$3,000	\$2,300*	\$700	0	\$700	0

* last refund amount only \$300 being balance remaining

A refund becomes due 90 days following the connection of the additional customer(s).

The Company shall advise Residential Customers of its CIAC refund policy at the time a CIAC is required. The Company shall make all reasonable efforts to identify customer refunds. A refund that is past due will accrue interest at the prevailing rate for one-year certificates of deposits on Grand Cayman commencing on the day following the day it became due.

6.2 Non-Refundable Contributions

Contributions may be required for the provision of small three phase services, non-standard service services and voltages, additional poles, temporary services and for work to correct non-compliance with CUC's requirements for service connection ([see Service Connections Section 5](#)). These contributions are nonrefundable.

Should a Customer request that CUC attach to a service entrance that is not as close as practical to the distribution pole from which the service line is to be run, the customer will be required to pay the costs associated with any additional plant. These costs are not refundable.

Should a Customer or entity request that CUC relocate an existing pole(s) or line equipment from the location deemed most practical by CUC, the customer/entity will be required to pay the costs associated with the full cost of the relocation. These costs are not refundable.

6.3 Normal Working Hours

CUC's normal working hours are from 8am to 4pm Monday through Friday and exclude all public holidays. Customers wishing to schedule work for which CUC is required outside of the normal working hours will be charged a fee in accordance to [schedule of fees in Appendix C](#). Charges will not be incurred for work outside the normal working hours when there is a fault or an uncontrollable incident, such as a storm, or an accident, etc. The charges are intended for scheduled work by the customers, such as upgrades and retrofits.

7 Applications for Service

7.1 New Installations

CUC recommends that the Customer contact CUC's Customer Service Department in the planning stages of any residential or commercial building to:

- (i) identify the nearest suitable CUC facility from which the premises may be served and subsequently locate the service point of attachment to the building;
- (ii) determine whether CUC's facilities in that area are adequate, and if not arrange for any necessary system upgrade; and
- (iii) determine if a contribution will be required ([see Section 6, Contributions in Aid of Construction](#)).

If a contribution is required, the prospective Customer will be advised in writing. CUC will commence construction as soon as possible following the payment of such contribution. If the Customer does not agree with the contribution determination they may appeal through the Dispute Resolution Process [outlined in Appendix E](#).

Before a final service agreement can be made between the Customer and CUC for the connection of the service, CUC must be in possession of a certificate of inspection issued by the Government Electrical Inspector which approves the electrical installation within the premises to be served.

Please note that the applicant is required to visit the CUC's Customer Service Department in person in order to:

- (i) pay the appropriate deposit appropriate to the premises where the service is required; and
- (ii) sign a contract agreeing to take electricity service on the Terms of Service referred to herein.

7.2 Existing Installations (Reconnections)

When a Customer's service has been disconnected for a continuous period of less than six (6) months, an application may be made for reconnection without a certification from the Government Electrical Inspector. In this case, the applicant is only required to pay the appropriate security deposit and sign a contract agreeing to the terms of service referred to herein.

If the relevant service had been disconnected for a period of six (6) months or more, the applicant must engage a licensed electrician to inspect the electrical installation and arrange for inspection by the Government Electrical Inspector. Once the certificate has been delivered to CUC, the applicant may proceed with paying the security deposit and signing the contract referred to above.

7.3 Temporary Service

During building or other construction, or for special social functions, a temporary supply of electricity is often required to operate power tools and other equipment. Application for temporary service is made in the same way as for New Installations, except that Government Inspector's certificate is issued for a limited period of time.

In respect of temporary service applications, the applicant must pay in advance the installation cost and security deposit as per schedule in Appendix C. When the temporary service is no longer needed, the security deposit is refunded as long as there are no outstanding debts. Alternatively, it may be off set against the security deposit for permanent service

7.4 Extension to Existing Installation

Any extension to an existing wiring installation must be approved by the Government Electrical Inspector, who will inform CUC in the same manner as the New Installations.

7.5 Change to New Address

When relocating to a new address in Grand Cayman, CUC's Customers are required to comply with the following procedures:

- (i) Advise CUC's Customer Service Department in writing of the date you wish CUC to discontinue services at the premises you are vacating. Written notification is required a minimum of two (2) working days prior to moving. Provided adequate notice is given, CUC will read the meter on the date the Customer vacates. At that time, the service will be disconnected, unless prior arrangements have been made by the incoming occupier. Once the meter has been read and the service discontinued/disconnected, the Customer will not be charged for any further electricity consumption at the vacated premises. However, the Customer will be billed for the consumption up to the time the service was terminated.
- (ii) Before another account may be opened for a new address (location ID), the Customer's account at the old address must be settled in full including payment for the consumption up to the time of termination.

- (iii) Provided the account for the vacated premises has been fully paid up, the deposit that the Customer has already paid may be transferred to the new account on written instruction from the customer. However, the amount must conform to the Schedule of [Deposits \(see section relating to Customer Deposits\)](#). If the amount does not conform, then the difference must be paid or refunded, as applicable.
- (iv) The Customer must ensure that the premises being moved into comply with the Governmental Electrical Inspector's requirements for occupancy ([see Inspection and Approval in section 7.2](#)).
- (v) Customers may request a Final Read anytime of the month to accommodate a final bill or change of address. There is no charge for Final Reads.

7.6 Terminating an Electricity Account

If a Customer wishes to close an electricity account permanently, the Customer must advise CUC's Customer Service Department in writing two (2) working days prior to the required date and time of service termination. CUC will then read the meter as close to that time as possible and disconnect (unless appropriate arrangements have been made by the incoming occupier). The Customer's bill including any arrears must be fully paid up to the time of the last meter reading. Upon such payment, the deposit held by CUC for the account will be refunded. The Customer may pay only the difference between the deposit and the amount outstanding. If the deposit amount is greater than the billed amount, CUC will make a net refund.

7.7 Maintaining an Electricity Account during Extended Absences

If the Customer is leaving the Island for a period longer than twenty-one days or during the period that the bill is due, CUC recommends that an advance payment for service be made on the electricity account or the Customer may take advantage of bank drafting, internet or telephone payment channels offered by CUC. Visit CUC's website at www.cuc-cayman.com or call CUC's Customer Service Department to enquire about the various payment channels.

8 Customer Deposits

CUC requires payment of a cash or cheque deposit and completion of the contract before service is connected. In some cases, CUC will accept a Letter of Credit from the customer's bank in lieu of a cash deposit. The purpose of the deposit is to secure payment to CUC for electricity consumed. [CUC reserves the right to amend the deposit amounts referred to in Appendix C upon approval by the ERA.](#)

All deposits are refundable, less any balance due for electricity consumed, when the related account is closed.

All deposits held by CUC will accrue interest at the CI prime lending rate as published by the local retail banks. The credit interest will be credited to the customer's electricity account monthly.

9 Customer Billing

Electricity Bills are invoiced monthly and mailed to Customers. Twenty one (21) days from the bill date are allowed for the payment of the bills. If the bill remains unpaid thirty days after the bill date, the service connection will be subject to disconnection. Customer agrees to pay all costs of collection, including court costs, attorney's fees and other expenses incurred by CUC in the collection of the charges due under the contract for the supply of electricity on an indemnity basis provided CUC acts reasonably in attempting to collect payment of any and all costs.

Although every care is taken to ensure that bills arrive on time, CUC does not accept responsibility for late receipt, or non-receipt of Customer's bills, through the mail. Non-receipt of a bill does not constitute a release from liability for payment. A Customer who does not receive an electricity bill at the usual time is advised to check with CUC's Customer Service Department or CUC's online service found on its website, which can provide the Customer with a statement of the amount owing.

When Service is disconnected for non-payment of bills, a reconnection fee in accordance with schedule in [Appendix C](#) will be applied to the following month's bill, provided that the outstanding amount is paid prior to 4:00 p.m. on the date of the disconnection. If service remains disconnected overnight, the reconnection fee must be paid at CUC's offices at the North Sound Road or Caribbean Plaza locations or other locations as specified by CUC from time to time before reconnection can be made. This is in addition to the full payment of outstanding amounts owed in order for reconnection to occur.

Although every care is taken to ensure that bills are issued with the accurate amounts, if a billing error is discovered, CUC will quantify the error and communicate the required adjustment to the customer by the end of the next billing cycle following discovery. In all cases, the customer will be obligated to pay for the electricity they consumed. That is, if the customer was over billed a refund will be issued by CUC or an adjustment made to the Customer's account. Conversely, if the customer was under billed the shortage must be repaid by the customer in accordance with the payment terms outlined in this section unless otherwise agreed with CUC.

10 Metering and Consumption

10.1 Meter Sockets

Meter sockets or enclosures installed at Customer's premises shall be of the types which are approved by CUC's Planning Department. CUC provides these items at a cost in accordance to schedule of fees in Appendix C. Meter sockets and enclosures are also available from local retailers.

10.2 Meter Location

The location of meters shall be subject to approval by CUC's Planning Department, and shall generally be outdoors (unless otherwise agreed by CUC) and mounted on the outside wall of the building. Details concerning location of the meters are outlined in CUC's booklet entitled "Service and Metering Requirements", which is available upon request from our offices or at www.cuc-cayman.com.

In buildings shared by more than one Customer, all the meters should be grouped in one location served from a common point of delivery. CUC recommends that developers of multiple apartment buildings incorporate in their plans a "meter room" within the development where all meters and main switches should be conveniently placed. In such cases, the meter bases must be clearly and permanently marked, indicating the apartment number served by each one.

10.3 Sub-Meters - Limitation of Use

(i) Resale of Services for Profit Prohibited

Service received from the Company shall be for the Customer's own use and shall not be resold for profit. Where individual metering of Electric Service is not required and master metering is used in lieu thereof, reasonable appointment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the Service billed by the Company. Any fees or charges collected by a Customer for Service billed to the Customer's account by the Company, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner that reimburses the Customer for no more than the Customer's actual cost of Service.

For the purpose of this Section:

- a. Electric Service is “sub-metered” when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by the Company to the Customer for Electricity Service when these tenants, lessees or other entities are charged no more than a proportionate share of such bill based on their monthly consumption as measured by such meters. The tenants, lessees or other entities that are sub-metered are not Customers of the Company.
- b. The term “cost” as used herein means only those charges to the Customer specifically authorized by the Company’s rate schedule, including but not limited to, energy, fuel and facilities charges, plus applicable taxes and fees to the Customer responsible for the master meter payments. The term does not include late payment charges, returned check charges, insufficient funds charges, the cost of the distribution system behind/downstream the master meter owned by the Customer, the Customer’s cost of billing the individual units and other such costs.

(ii) Street Crossings

The Customer may not place or extend electricity supply lines across or under a road, including an estate road, street, alley, court, avenue or any other such place in order to furnish Service for an adjacent property through one meter even through such adjacent property is owned by the Customer, unless written consent is obtained from the Company. Consent may be given at the Company’s absolute discretion when as adjacent property is operated as one integral unit under the same name for carrying on parts of the same business.

(iii) Unauthorised Use of Service

Where there has been any unauthorized remetering, resale, extension or other disposition of Service or any improper use of Service or use without an intention to pay for such Service, the Service is subject to immediate discontinuance. At the discretion of the Company, the Service may remain discontinued until such unauthorized remetering, sale, extension or other disposition of Service or improper use is remedied and further, where appropriate, full payment is made for the Service utilized during the unauthorized period calculated on proper classifications and rate schedules, together with reimbursement in full for all extra expenses incurred, including expenses for administrative work, electrical testing and inspections.

(iv) Conversion to Master Metering

When one or more Customers are separately served by the Company as individual accounts, they cannot terminate one of the individual accounts and receive Service from the Company collectively through a single meter account without full disclosure and approval of the Company. If the proposed Service, in the judgment of the Company, makes the relocation of Company’s facilities necessary or if the relocation of such facilities is requested by the Customer, the Company will move such facilities at the Customer’s expense to a location that the Company deems appropriate.

10.4 Meter Reading and Electricity Consumption

CUC encourages Customers to track their consumption by learning to read the meter installed on their premises. To this end, a brochure entitled “Your Meter Matters” is available from the Customer Service Department or on CUC’s website, detailing the meter’s function and how to read it.

CUC meters record the number of kWh’s consumed, and is read once a month. The previous month’s reading is subtracted from the current month’s reading to give the number of kWh’s consumed and provide the basis on which bills are calculated. Each meter is read on or about the same day every month.

Electric bills will vary from month to month due to the length of the billing period and the level consumption. The bill also averages the related cost per day. All factors must be considered and not just the total dollar amount of the bill, when comparing monthly bills. In addition, the use of electricity will fluctuate monthly, even if the number of days in the billing periods is the same.

10.5 Comparing Bills with the Neighbors

A neighbour with a similar electric bill is uncommon, even if that neighbor's home is identical in size, has the same number of family members, and has the same type and number of appliances. Every family has its own unique interests and pattern of living. This difference is reflected in the respective monthly utility bills. A customer's bill will rarely, if ever, be the same as their neighbor's.

10.6 Meter Testing and Changing

The electricity meters used by CUC measure the kWh's consumed by its Customers. kWh meters used by CUC have been manufactured and tested to ANSI standards, to ensure that they are within the legal limit of accuracy of plus or minus two (2) per centum.

CUC's meters seldom give false readings, unless they have been damaged or tampered with. However, mistakes sometimes arise due to human error. Where such an error is suspected, CUC will always recheck the reading. Reading errors and the Customer's bill are usually corrected following the next regular reading. CUC reserves the exclusive right to decide whether or not to change any particular meter. CUC also reserves the right to require payment by the Customer for the cost of testing the meter in the event that such test reveals that the registration of the meter is within the prescribed limits of accuracy. No charge to the customer would be made if the request to test is more than 3 years since installation or the last date of calibration or if the test concludes that the meter is not calibrated or that the meter is defective.

Any unexpected increase in your electricity bill is usually caused by an increase in your electricity consumption or fuel cost charge. If you think your consumption is abnormal, CUC will be pleased to conduct an investigation. Customers who have a CUC smart meter installed (this can be identified by a meter number starting with the letter A) can review details of their consumption patterns on the Customer Connect portal accessible from CUC's website.

11 Customer's Obligations / Indemnity to CUC

11.1 Customer's Obligations with Respect to Meters and other CUC Property

Any CUC property or customer supplied vaults for CUC equipment such as meters, poles, transformer vaults, switching vaults, or any other CUC vaults and related equipment is installed on the Customer's premises with their permission and is under the Customer's protection and care. Accordingly, the Customer is responsible should any damage, tampering or interference occur to such CUC property and should not open, enter or modify such equipment. Customer shall be responsible for all Customer supplied equipment as [specified in section 5.2](#). CUC's authorised representatives, including meter readers, line crew and inspectors, have a legal right to enter upon Customer's premises for the purpose of reading or replacing CUC owned property, as may be necessary. The Customer shall provide proper protection for such equipment and facilities, and shall permit no one but authorised and identified CUC employees to have access to, adjust, remove or in any way work on CUC equipment or facilities located on the Customer's premises.

11.2 Indemnity to CUC

The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or arising out of the transmission and use of electricity on the Customer's side of the point of delivery. This is the point where the Company's wires or apparatus are connected with those of the Customer.

12 Force Majeure

CUC uses its best reasonable endeavors to ensure the maintenance of electricity supplies in Grand Cayman. However, it shall not be liable for any damage, loss, inconvenience, or expenses resulting from or by reason or in consequence of any failure, interruption, reduction, variation or defect in the supply of electricity or as the result of force majeure as defined in the Licence.

13 Continuity of Service

The Company shall not be liable for any failure to supply Service for any cause beyond its reasonable control, nor shall it be liable for any loss, damage or injury caused by the use of Services or resulting from any cause beyond the reasonable control of the Company.

- i) **Priority of Curtailment:** In an emergency, the Company may interrupt, curtail, or suspend electric service to all or some of its customers; provided the company is acting in good faith and exercising reasonable care and diligence, the selection by the Company of the customers to be interrupted, curtailed, or suspended shall be conclusive on all parties concerned and the Company shall not be held liable with respect to any such interruption, curtailment, or suspension.
- ii) **Restoration of Service:** In the event of an interruption, curtailment or suspension of electric service for any cause, the Company reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable consistent with safety. The Company shall not be held to be in default of rendering adequate electric service because of the Company's preservation of system integrity for priority in the restoration of Customer service.
- iii) **Notification of Interruptions:** Whenever service is interrupted, curtailed, or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the Customers. The Company shall attempt to notify in advance (except in cases of emergency) those Customers who may be affected.

14 Discontinuance of Service

CUC may discontinue electricity service to a Customer for any of the following reasons:

- i) Non-payment of bills.
- ii) Failure to rectify dangerous wiring or other defect after receiving adequate notice to do so. CUC may act on its own initiative in such cases, but will usually disconnect on the authority of the government Electrical Inspector. iii) Any unauthorized sub-metering, sale of service, connection, extension or other disposition of electricity service.
- iii) Illegal use or theft of electricity. In addition, it should be noted that such acts constitute a violation of the Electricity Law and are punishable by fine and/or imprisonment. A customer may be prosecuted where evidence is found of willful intent to obtain unmetered electricity. In all such cases, CUC will at

once disconnect the premises from its supply, and before service is restored, will require payment of (a) all bills for service calculated on proper classifications and rate schedules in respect of the electricity illegally obtained; and (b) a non-refundable reconnection fee for all extra expense incurred, including expenses for clerical work, testing and inspections.

iv) Failure to give CUC's meter reader proper access to meters and other CUC equipment, after a written request and adequate notice from CUC.

15 Finance Charges

A Finance charge in accordance to schedule of fees in Appendix C will be assessed on overdue customer accounts beyond 60 days. This rate will change from time to time based on the Cayman Islands banks' published prime lending rate plus 3% p.a.

16 Claims for Damage to Customer's Electrical Equipment

The Company shall not be liable for any failure to supply Service for any cause beyond its reasonable control, nor shall it be liable for any loss, damage or injury caused by the use of Services or resulting from any cause beyond the reasonable control of the Company.

CUC will offer settlement for damage to a customer's electrical equipment resulting from any cause beyond the reasonable control of the Company for the distribution system up to the connection point, which would result in a voltage outside the acceptable limits as described in Section 3, provided that the Customer has effective grounding of 25 ohms or less and surge suppression equipment for sensitive electrical equipment. CUC will not be liable for any damage as a result of an act of God, including but not limited to, storms, and vehicle accidents. Customers are therefore urged to install protective devices, as outlined in Section 4, to guard against such eventualities.

In accordance with CUC's Overhead and Underground Service Standards, the connection point is the weather head for socket type meters, the meter terminals for bottom connected meters, low tension (LT) stirrups for underground LT services fed from overhead lines and the secondary terminals of the transformer where the customer cable is connected directly to the transformer. For large customers the point of connection is the primary side of the customer's transformer – the secondary distribution within the customer's facility and the maintenance therein is the customer's responsibility.

Customers wishing to make a claim for damages must follow the Damage Claim Procedure as set out in [Appendix D](#).

17 Dispute Resolution Procedure

Caribbean Utilities Company, Ltd. is committed to providing excellent customer service. There may however be instances where customers may not be satisfied with the service CUC provides.

Where CUC receives a complaint from a customer, it is CUC's aim to address the complaint promptly, fairly and consistently. As such, the Dispute Resolution Procedure, [Appendix E](#), has been established to address complaints.

Appendix A

Application for Electrical Service

Caribbean Utilities Company, Ltd.
 Customer Service Department
 P.O. Box 38, Grand Cayman KY1-1101
 Tel: (345) 949-4300, Fax: (345) 945-1218

Note: When applying for electrical service, please provide a copy of the lease or ownership papers and a copy of your driver's license, passport or voter's identification card.

Date service required:
If you are a previous or existing customer, please state Customer Account Number[s]:

Individual Section

Name:		
Mailing Address:		
Telephone [Home]:	[Work]:	[Cell]:
Telephone number of contact person:	Owner occupied: Yes No	
Occupation:	Employed by:	
Passport Type and Number:		
Driver's Licence Number:	E-mail:	

Corporate Section

Sole Proprietorship Partnership Company Strata Corporation	
Name of Business:	
Billing Address:	
Telephone[s]:	
Trade & Business Licence No.:	Date of Registration:

Name of Officers/Directors [or attach list with contract]:	Positions held:
1.	1.
2.	2.
3.	3.

Please Note: Only a duly authorised Officer of the above company has the authority to apply for electrical service.

Service Requirements

Exact street address where service is required: Building/House No.:	Apartment No.:
Street Name:	District:
Telephone number at address requiring electricity service:	
Address where service is required [only if exact street address has not been issued by Government Planning Department]:	
Registration section:	Block: Parcel:
Please indicate: Permanent supply Temporary supply	
Has electricity been provided previously at this address? Yes No	
Number of bedrooms:	
Do you own the property where service is required? Yes No	
If you are a tenant, state landlords name and telephone number:	
Please tick to indicate if you would like to receive information on any of the following: <div style="text-align: center;"> <input type="checkbox"/> Security lighting <input type="checkbox"/> Customer Share Purchase Plan </div>	

Declaration & Agreement

<p>The undersigned declares that the information provided on this application is true and accurate and understands that any false declarations may result in reassessment of deposit and/or disconnection of service. In case of a corporate application, the undersigned confirms that I am a duly authorised officer of the company and have the authority to apply for electricity service.</p> <p>Having agreed to pay/transfer a deposit to Caribbean Utilities Company, Ltd. [CUC], the undersigned hereby applies for service in accordance with the current Schedule of Rates, the Transmission & Distribution Code which includes the Customer Service Code (terms of service) and other terms and conditions of supply that may come into effect from time to time regulating the use and supply of electricity which are on file with CUC, or any effective superseding schedule governing this class of service. The undersigned understands and agrees to the terms herein and acknowledges and agrees to the right of CUC to require security deposits or advance payments where these are deemed appropriate or necessary by CUC. In the case that CUC requests such a deposit, the undersigned agrees to pay the same to CUC forthwith upon demand.</p> <p>It is further agreed that should CUC or the undersigned terminate this service, the undersigned will be liable for all unpaid amounts and authorise CUC to transfer any outstanding amounts to any of the undersigned's active CUC accounts.</p>	
Name: _____	Signature: _____
Position: _____	Date: _____

Acceptance by CUC

Name: _____	Signature: _____
Position: _____	Date: _____

Please Note: Tenants are required to notify CUC upon termination of tenancy.

Appendix B

Billing Tariff Rates

Effective Date: To May 31, 2014 From June 1, 2014

Residential: Rate R

Monthly Facilities Charge	\$5.25 per account	\$5.17 per account
Plus: All kWh per month	\$0.1065 per kWh	\$0.1031 per kWh

General Commercial: Rate C

Monthly Facilities Charge	\$26.24 per account	\$28.60 per account
Plus: All kWh per month	\$0.1065 per kWh	\$0.1153 per kWh

Large Commercial: Rate L

Monthly Facilities Charge	\$141.72 per account	\$150.00 per account
Plus: First 30,000 kWh per month	\$0.1065 per kWh	\$0.1153 per kWh
Over 30,000 kWh per month	\$0.0934 per kWh (see Note 2)	\$0.0952 per kWh

Notes:

1. The above does not include the following:
 - a) Charges for Fuel cost paid by CUC.
 - b) Charges for optional services such as the Security Lighting (Dusk to Dawn Lighting). These shall be added to billings as applicable.
2. Customers consuming over 38,800 kWh per month for three (3) consecutive months will be considered Large Commercial Customers. For customers consuming between 30,000 kWh and 38,800 kWh, it is beneficial for the customer to be considered General Commercial Customers and be charged the lower Monthly Customer Charge; therefore they will be classified accordingly as General Commercial Customers.

Consumer-Owned Renewable Energy (CORE) Rates

Effective Date: To August 29, 2012 From August 30, 2012

Residential: FIT Rate	\$0.37 per kWh	\$0.385per kWh
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Commercial: FIT Rate	\$0.37 per kWh F	\$0.375 per kWh
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Note:

1. The above rate is a Feed-in-Tariff Rate Structure (FIT Rate) as approved by the Electricity Regulatory Authority (ERA)

Appendix C

Schedule of Fees / Equipment Costs

(Effective January 1, 2015)

Deposits:

For residential properties, CUC will assess the monthly usage based on electrical equipment installed and will charge a deposit based on 45 days of estimated usage.

For commercial properties, CUC will assess the monthly usage based on electrical equipment installed and will charge a deposit based on 6 weeks estimated usage.

Metering Equipment:

To be determined based upon current market prices.

Metering Testing:

Meter testing in accordance with section 10.6	\$250.00
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Disconnect / Reconnect – on Customer’s Request:

At the meter	\$ 50.00
At the point of connection (i.e. pole, transformer, etc)	\$100.00

Disconnect / Reconnect - Non-Payment:

At the meter or metering installation point	\$ 60.00
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Return Payment fee:

Non Sufficient Funds (NSF) cheque returns	\$30.00
NSF for Direct Debit	\$30.00

Temp Service Connection:

Usually \$270.00, where \$120.00 is a customer deposit which is refundable once permanent connection is made and the remaining \$150.00 is for the cost of installation. Final charges are determined by CUC’s Planning Dept.

Meter/Service Tampering fee:

Tampering fee per occurrence	\$500.00
CUC reserves its rights to prosecute offenders in accordance with the law	

Energy Audits:

Residential – to be determined on a case by case basis
 General Commercial - to be determined on a case by case basis
 Large Commercial - to be determined on a case by case basis

Tree Trimming:

To be determined on a case by case basis

Customer References:

Customer Reference Letter	\$ 25.00
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Finance Charges:

A Finance charge at Cayman Islands banks 'published prime lending rate plus 3% p.a. will be assessed on overdue customer accounts beyond 60 days. This rate will change from time to time based on the local bank rates. The minimum finance charge is CI\$15.00 per month.

Lighting Rates

Rate Code	Description				Monthly Rate
	Lamps	Poles	Service	Acct	
D1	100W HPS	ExDist	OH	G	\$2.74
D1	100W HPS	ExDist	OH	P	3.74
D6	100W HPS	35 ft WD	OH	P	9.93
D4	250W HPS	ExDist	OH	G	2.87
D4	250W HPS	ExDist	OH	P	3.87
D5	400W HPS	ExDist	OH	G	3.23
D5	400W HPS	ExDist	OH	P	4.23
D8	1000W HPS	ExDist	OH	G	5.68
DA	100W HPS	35 ft AL1	UG	G	64.68
DA	100W HPS	35 ft AL1	UG	P	65.68
DB	250W HPS	35 ft AL1	UG	G	64.81
DB	250W HPS	35 ft AL1	UG	P	65.81
DC	400W HPS	35 ft AL1	UG	P	66.17
DJ	250W HPS	35 ft AL1	UG	G	33.84
DK	400W HPS	50 ft AL4	UG	G	23.45
DF	1000W SEC LIGHT	50 ft WD	UG	P	67.32
DH	100W HPS	20 ft AL	UG	G	62.18

¹ The above does not include the charges for fuel costs paid by CUC. Fuel cost rates for Lighting are subject to change on a quarterly basis

Charge out Rates:

Normal Working Hours

Supervisor	\$54.00 / hr
Journeyman Technician (i.e. Lineman)	\$46.00 / hr
Apprentice	\$32.00 / hr

Charges for time outside Normal Working hours will be at 1.5 times the normal rates except for Sundays and Public Holidays which will be at 2.0 times the normal rates. The above rates are subject to change annually.

Equipment Rates

Bucket Truck	\$45.00 / hr
Pole Planting Truck	\$50.00 / hr
Pick up Truck	\$15.00 / hr

Appendix D

Damage Claim Procedure

Date Issued: <u>February 15th, 2010</u>	Date
Revised: <u>November 16, 2011</u>	
Approved by: <u>[Signed]</u> Manager, Customer Service	<u>[Signed]</u> VP Transmission & Distribution

PURPOSE:

To provide guidelines that will enable customers to formally submit claims to the CUC and receive a response in a timely and consistent manner.

SCOPE:

Payment of customer damage claims will normally be considered only when there is reasonable evidence to indicate that the damage resulted from negligence on the part of the Company or its employees, or from a situation that could have been corrected by the Company, but was not done for reasons other than negligence.

The co-ordination and handling of the customer claim rests with the Customer Service Department. Final approval for payment rest with the Manager, Customer Service, VP of Transmission & Distribution (VP T&D) or designate.

PROCEDURE:

Customer claims should be in the form of a written letter and include any invoices paid or estimates for repair or replacement of damaged equipment. The completed claims report must be forwarded to the Supervisor of Customer Service within 30 days of the damage occurring.

Customers should, where possible, wait for a decision on their claim before paying for equipment repairs or replacements. For claims that CUC agrees to settle, if it is determined that the equipment cannot be repaired, the Company will pay to have the damaged equipment replaced with equipment that is similar in type and value.

CUC will investigate the claim to identify the equipment damaged, the time and cause of damage and will prepare a written response within 10 days of receipt of the claim which will be issued to the Customer by the Supervisor of Customer Service. In the case where a payment is to be made, the Customer will be asked to sign a Damage Claim Release Letter prior to CUC issuing the check. If CUC determines that it is not responsible for the damages and will not make payment on the claim the results of the investigation and the reason(s) that the claim was denied will be communicated in writing to the Customer.

Nothing in the procedure set out in this appendix will operate to exclude or deny any remedies that Customers may be entitled to under any Cayman Islands Law, Rule or Regulation.

Appendix E

Dispute Resolution Procedure for Customers

Date Issued: <u>February 15th, 2010</u>	Date
Revised: <u>November 16, 2011</u>	
Approved by: <u>[Signed] _____</u> Manager, Customer Service	<u>[Signed] _____</u> VP Transmission & Distribution

PURPOSE:

The purpose of this policy is to outline a process for the orderly resolution of complaints or disputes raised by customers including those related to electric bills issued to customers by Caribbean Utilities Company, Ltd (CUC).

SCOPE:

This procedure covers the request for information, the filing of a complaint and the methodology for resolving any dispute that may arise between CUC and a Customer.

In the event of electricity bill disputes, Customers are advised to pay all their electric bills during the Dispute Resolution Process. Late payment charges will continue to accrue until the disputed bills are paid in full unless the bills are found to be incorrect, in which case, all the charges associated with the dispute will be reimbursed or credited to the customer's account.

PROCEDURE:

Request for Information

Customers may request an explanation of their bill from the Customer Service department at any time by the following methods:

By calling the Call-Center at (345) 949-5300

By visiting CUC offices – 457 North Sound Way or by e-mail to service@cuc.ky

Customers that are not satisfied with the bill explanation may request a formal review of their charges. Customer disputes must be submitted in writing to CUC's Manager, Customer Service in order to begin the formal review process.

Filing of a Written Complaint – to Manager, Customer Service

All customers have the right to file a formal dispute with CUC. Billing disputes must be submitted in writing within three months of the date of the bill in question.

CUC will provide a response within 10 business days of receipt of a written complaint. All complaints must be sent to:

Customer Complaint
Attn: Manager Customer Service
Caribbean Utilities Company, Ltd.
P.O. Box 38, Grand Cayman KY1-1101
Cayman Islands

The following information must be included in the complaint letter:

- Identification of service location (street address or block and parcel number)
- The charge or decision in dispute and the date of the bill or rendering of a decision by CUC
- Statement of reason(s) why you believe the charge or other determination by CUC is incorrect
- Any supporting documentation

Filing of an Initial Appeal – to the Vice President of Transmission and Distribution (VP of T&D)

If you are not satisfied with the decision of the Manager, Customer Service you have the right to appeal. CUC must receive your appeal, in writing, no later than 10 business days from the date of the response letter. If you need an extension, you must file a petition before the appeal due date.

To appeal, you must send a written statement to the VP of T&D. This statement must include your block and parcel, your account number, and an explanation as to why you think the charges or decision by CUC is incorrect.

The initial appeal must be addressed to:

Initial Appeal

Attn: Vice President of Transmission & Distribution

Caribbean Utilities Company, Ltd.

P.O. Box 38

Grand Cayman KY1-1101

Cayman Islands

Please indicate in the subject line of your letter “INITIAL APPEAL.” The following must be included in the Initial Appeal letter:

- Identification of the property (block and parcel number or street address)
- The charge in dispute and the date of the bill
- Statement of reason(s) why you believe the charge is incorrect
- Any supporting documentation

The VP of T&D will then render a decision, in writing, on your appeal within 30 days of receipt.

If the VP of T&D finds that the charges in a disputed bill are correct, payment must be made in full immediately to avoid disconnection of service. If the charges are determined to be incorrect by the VP of T&D the customer’s account will be corrected immediately.

If the decision of the VP of T&D is not satisfactory, Customers may file a complaint with the Electricity Regulatory Authority (ERA). Please refer to the ERA’s website (www.caymanera.ky) for a description of the ERA’s complaints procedure.

APPENDIX F

CUSTOMER SERVICE PERFORMANCE STANDARDS

CUC to submit proposed Customer Service Performance Standards to ERA for approval within 60 days of Approval of the T&D Code. Said Standards to be included as a separate appendix in Customer Service Code “Appendix G.”