
Office of Utilities Regulation (OUR)

Quality of Service Standards for Cable & Wireless Jamaica

A Consultative Document

FINAL DRAFT



2001 June

ABSTRACT

This Consultative Document focuses on quality of service standards for the telecommunications utility, Cable & Wireless Jamaica (CWJ). Two categories of service standards are proposed by the OUR: Guaranteed Standards and Overall Standards. Under the Guaranteed Standards Scheme, the utility provider will make monetary compensation to its customers should it fail to meet the required standards. These standards are customer specific and this makes it feasible for affected customers to be identified and monetary compensation made accordingly by the utility provider. Overall Standards on the other hand are not customer specific and in this regard failure by the utility provider to meet these standards will not require it to make compensation to customers. However, the OUR in accordance with the Telecommunications Act 2000 reserves the right to impose appropriate sanctions for persistent breaches of overall standards.

Interested parties including consumer groups, service providers, and members of the wider society are invited to submit comments on all aspects of the document.

Additional copies of this document may be obtained by contacting the OUR's library (Tel 968 6053; Fax 929 3635). The document may also be downloaded from the OUR's web site at <http://www.our.org.jm>

Comments from Interested Parties

Persons who wish to express opinions on this Consultative Document are invited to submit their comments in writing to the OUR. Comments are invited on all aspects of the issues raised, but especially the specific questions identified. At various points in this document specific questions are set out on which the OUR is seeking the opinion of interested parties. These questions appear below the explanatory text to which they relate and are also listed together in Chapter 9. To assist the OUR's processing of the responses, respondents are requested, as far as possible, to follow the order of the OUR's questions. If they consider it appropriate, respondents may wish to address other aspects of the document for which the OUR has prepared no specific questions. They may of course only wish to answer some of the questions posed - failure to provide answers to all questions will in no way reduce the consideration given to the response.

Responses to this Consultative Document are requested by July 31, 2001 and should be sent by post, fax or e-mail to:-

Mrs. Antoinette Stewart
Director of Consumer Affairs
P.O. Box 593, Kingston 10
Fax: (876) 929 3635
E-mail: lastewart@our.org.jm

Respondents are encouraged to supply their responses in electronic form, so that they can be posted on the OUR's Web site (or a link included where the respondent wishes to post its response on its own website).

Responses to this Consultative Document are a vital part of the consultation process, and so as far as possible, should also be publicly available. The OUR is of the

opinion that respondents should have an opportunity both to find out the evidence and views put forward in other responses, with which they may disagree, and to comment on them. The comments may take the form of either correcting a factual error or putting forward counter-arguments.

Arrangements for viewing responses

To allow responses to be publicly available, the OUR will keep the responses that it receives on files that can be viewed by, and copied for visitors to the OUR's Offices. Individuals who wish to view the responses should make an appointment by contacting the Communications Manager, via one of the following means:-

Telephone: (876) 968 6053 (or 6057)
Fax: (876) 929 3635
E-mail: office@our.org.jm

The appointment will be confirmed by a member of the OUR's staff. At the pre-arranged time the individual should visit the OUR's Offices at:-

3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10.

The individual may request photocopies of selected responses at cost price.

The timetable for the consultation is summarized in the Table below.

<i>Event</i>	<i>Date</i>
Response to this document	July 31, 2001
Comments on responses	August 31, 2001
Statement	September 30, 2001

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CHAPTER 1: INTRODUCTION

Why Regulate Utilities

- 1.1 In telecommunications, concerns about service quality are increasingly taking on greater and greater significance because of its growing importance to both residential and business customers. Where the market is competitive, firms strive to differentiate their product or service from that of rival producers. This is done both on the basis of prices and quality of service.
- 1.2 Also, in competitive markets, consumers have freedom to choose their service provider. They gravitate to those service providers offering higher service quality, even if this results in higher prices, so long as they place a sufficient value on the higher quality. Furthermore, in a truly competitive market no single seller possesses sufficient market power to set excessive prices or provide sub-standard quality.
- 1.3 Conversely, in monopolistic markets firms have little or no incentive to improve quality. By definition, a monopolistic firm is one that has sufficient market power (ie dominant) to set price above cost and act with a high degree of independence from the wishes of consumers and competitors.¹ At present the three major utilites in Jamaica are dominant in their respective sectors.
- 1.4 A dominant firm can reduce costs by lowering quality while maintaining high prices. In this kind of market structure consumers must either accept substandard service quality or go without the service. For these reasons regulatory intervention is needed to shield consumers from the "take it or leave it" attitude of dominant firms.
- 1.5 It is sometimes argued that competitive pressures remove the need for quality of service regulation. The argument is that competition encourages firms to supply services of adequate quality, since failure to do so will result in loss of market share and profitability. The OUR's response to this argument is that the advent of competition removes the need for quality of service regulation when it is effective, and means that no firm is dominant.
- 1.6 But short of setting standards by regulation, there may be a role for the regulator even in markets characterised by competition. The reason for this is that even when the customer has a choice he or she may lack sufficient information and knowledge to critically assess the pros and cons of the various service options he or she is confronted with. As well, a consumer having by necessity been tied for an extended period to a monopoly provider, might by the sheer duration and tradition of that relationship find it difficult to shift to what could be an overall better alternative provider upon the opening up of the market to competition. For these reasons the consumer may purchase services that are substandard in quality. The regulator's role should be to

¹ The usual test for market dominance starts with an identification of the relevant market. This involves identifying the variables constraining the price setting behavior of the firm. Once the relevant market is identified the next step in the process involves assessing the firm's market power taking into consideration such factors as market share, entry barriers, prices and profitability, as well as the vertical structure of the firms operating in the industry. For a discussion of dominance see pages 104-107 of the OUR's Consultative Document *Interconnection in Telecommunications*, March 1999. Copies can be downloaded from the OUR's Web site at <http://www.our.org.jm/>

facilitate the provision of information between the service provider and its customers.

Q1.1 What role should the OUR play in markets that are effectively competitive?

The Role of the OUR

- 1.7 The Office of Utilities Regulation (OUR) was established as a body corporate under the OUR Act, 1995, to be the independent regulator for utility undertakings providing telecommunication services, electricity, water and sewerage, and public transportation (by road, rail, and ferry). The Telecommunications Act of 2000 conveys statutory authority upon the OUR to regulate providers of these services.
- 1.8 Prior to the passage of the Telecommunications Act of 2000, and until the OUR completes this consultative exercise and formalizes a set of quality of service guidelines, enforceable quality of service regulation of the services supplied by CWJ is largely absent. This however, is notwithstanding any self-imposed standards the company might choose to implement in the interim. It therefore means that CWJ and other providers in the sector would substantially be operating more on a discretionary basis which is technically, a temporary state of affairs expected to prevail until the OUR formally sets out specific quality of service guidelines. The OUR's authority to set enforceable guidelines is informed by both the Amended OUR Act 2000 (Section 5(d)) and the Telecommunications Act 2000 (Section 44-2). Section 5(d) of the OUR Act states that The Office may "prescribe minimum standards of quality and accuracy in relation to any equipment used or any commodity supplied by a licensee or specified organization in connection with the relevant prescribed utility service". Section 44(2) of the Telecommunications Act states that "The Office may make rules subject to affirmative resolution prescribing quality standards for the provision of specified services in relation to all service providers or dominant service providers as the case might be".².
- 1.9 It is to be understood that the OUR is not a consumer advocacy organization. Rather, as Regulator it has the task of balancing the interests of consumers with the financial and business goals of the utilities it regulates. It is in this balancing act that the OUR is required to safeguard the interests of consumers. Still, the OUR through its Consumer Affairs Department (CAD) does intervene in complaints that consumers have with the utilities from time to time. The fundamental requirement for this intervention to take place however, is that the consumer first pursue the due process that the relevant utility has in place for such matters. The matter would then be taken up by the OUR if a timely enough response is not forthcoming from the utility, or if the consumer deems the response unsatisfactory.
- 1.10 Since commencing operation in 1996 the OUR has actively sought to improve the

² It should be noted that the passing of the 2000 Act itself was part of a larger process of liberalization of the telecommunications sector by the government. It involved among other things, the issuing of wireless licenses to two new players through competitive bidding, as well as the establishment of a schedule for full liberalization of the market in all sub-sectors within three years hence.

quality of the service received by customers of the major utility undertakings, namely the JPS, CWJ, and NWC. For example, discussions about minimum quality of service standards had been ongoing with the JPS since 1998. Similar discussions had also been taking place with NWC. As a result, sets of Guaranteed as well as Overall standards for these utilities were developed and scheduled for implementation in the first half of fiscal year 2001/2002³. The performance of providers on these standards will be formally monitored by the OUR once implemented. The development of quality of service standards for NWC was substantively informed by a February 1999 published Consultative Document "*Quality of Service Standards for the Water Utility*"⁴. The present process is about producing a similar document for the telecoms industry players.

³ Guaranteed Standards were actually finalized during the first quarter of the 2001/2002 fiscal year.

⁴ Copies of this document may be obtained by contacting the OUR's library (Tel 968 6053; Fax 929 3635). The document may also be downloaded from the OUR's web site at <http://www.our.org.jm/>

CHAPTER 2: CUSTOMER COMPLAINTS

- 2.1 The Consumer Affairs Department of the OUR receives and processes complaints from customers of the three major established utilities. The Department is also now geared to process complaints from customers of the newest telecom player DIGICEL, as well as Centennial, which is also expected to become operational within calendar year 2001. In terms of an involved process, the Unit only accepts complaints that the customer has already lodged with the Utility and after he or she has exhausted the service provider's own complaints mechanism, and is still dissatisfied with the outcome. Annex A sets out the aims and objectives of the CAD, the procedures for the filing of complaints by the public, as well as the service standards adopted.
- 2.2 The CAD has established formal modes for contact with the regulated utilities. Under this arrangement, though meetings have been regularly held with both JPS and NWC, this has not been the case for CWJ, which has so far demonstrated a lesser inclination to support this level of interchange. The OUR is therefore, not sure that CWJ views the Regulator's intervention on behalf of customers with the same degree of urgency and importance as is the case with the other two regulated utilities.
- 2.3 Up to this point it cannot be honestly said that CWJ has been as facilitative as it might with regards to the resolution of consumer complaints in which the OUR through its CAD, necessarily intervenes. To some extent this is demonstrated in the relatively slow pace at which many cases are eventually brought to closure, particularly over the last 18 months or so. The CAD's own service standards require that complainants be informed of the result of the OUR's investigation within 40 business days of their submission of such complaints. In many instances CWJ failed to respond in time that would allow the CAD to resolve complaints within the 40 working days standard. In instances, CWJ had actually gone ahead and pursued specific cases with individual customers completely independent of the OUR, though said cases were referred from the CAD after initial customer dissatisfaction with CWJ's original handling of the case. This essentially confounds the OUR's case handling process, and actually worsens CWJ's comparative status as one of several utilities monitored by CAD case handling systems. For example, the status of the NWC, rated for a very long time as the least responsive utility, has in the last 18 months, improved considerably compared to CWJ.
- 2.4 At the end of the first three reporting periods of the 2000/2001 fiscal year, among all three utilities CWJ figured as the one that held the highest number of outstanding cases for which the CAD was awaiting responses from the utilities at the time. At the end of June 2000, CWJ was responsible for 8 (44%) of such cases out of 18, at the end of September 2000, 11 (44%) out of 25 and at the end of December 2000, 10 (50%) out of 20. Interestingly, over the same period, CWJ was never at anytime the utility most complained about by consumers,

which suggest that it never had the highest case load for complaints referred from the OUR. This is notwithstanding the fact however, that in the prior fiscal year, most contacts received by the OUR represented grousing about CWJ-provided services. This to some extent demonstrates the lack of urgency and sufficient responsiveness of the telecommunications provider in giving of its best effort to efficiently resolve consumer complaints of which the OUR is aware and has an interest.

Current Quality of Service Issues

- 2.5 From the complaints received by CAD the OUR is able to gain insight into quality of service issues that are of relevance to CWJ's customers. For the twelve-month period ending March 1999, CAD received 82.5% (701) more complaints than it did the previous year. Of the three major utilities, complaints lodged about the services provided by JPS accounted for only 340 or 21.9%. Complaints about the services offered by the water utility represented roughly 36.4%.⁵ Complaints lodged by customers of CWJ were 41.7% of the total. For the 1999/2000 period though, there were fewer complaints received overall, approximately one-third (324) of the total (1013) were about CWJ-provided services. At the close of the 2000/2001 fiscal year 27%, or 206 of 763 complaints received were from customers of CWJ. For analytical purposes these complaints are broken
- 2.6 Complaints related to billing continue to be the most frequent. This category covers complaints relating to high consumption, disputed charges and payment not credited to the customer's account etc.
- 2.7 Undue delays in the reconnection of service following disconnection for late payment or non-payment of bills is another category of complaints. It would appear that there is no specified time scale for the reconnection of service. Even when customers settle their outstanding bills with the company, service is not always restored with sufficient urgency. In some instances customers have to wait for more than a week after payment before service is reconnected. This is hardly acceptable since unlike NWC and JPS, telecom service reconnection is essentially a centralized operation that seldom requires agents of the company to visit customers' premises.
- 2.8 Disconnection, though a most discomforting event for affected customers, has not been a significant area of complaint for customers of the telecommunications utility. However, the provider should ensure always, that only justified disconnections are effected.
- 2.9 The "unavailability of service" category featured prominently in the portfolio of complaints. It captures those customers seeking service, that is, complaints from prospective customers of CWJ who would like to have service, but are unable to obtain it. Though the number of households and individuals receiving

⁵ The Consumer Affairs Department produces quarterly reports that provide a comparative analysis of the customer complaints received. Summaries of these reports can be downloaded from the OUR's Web site at <http://www.our.org.jm/>.

- telephone service in the last 2-3 years has been quite dramatic compared to prior periods, many potential customers in various locations across the island still have not been able to secure service because of its unavailability. Where the best standards of service are adhered to, the normal expectation would be that most if not all of the complaints from citizens about unavailability of service would have been from locations where CWJ has no infrastructure in place to provide the service. However, that has definitely not been the case with CWJ over the last two years. Of 67 'unavailability of service' complaints received at the OUR between April 1999 and December 2000, 21 or 32% of the total were from locations where CWJ already had the infrastructure in place, but was being quite tardy in supplying the service applied for by citizens. In the remaining 68% of cases however, the company had not yet put the necessary infrastructure in place⁶.
- 2.10 Unscheduled interruption of service is another frequent complaint received by OUR. Over the years this particular complaint by customers has assumed an increasing level of significance, particularly as regards CWJ's mobile phone services. Even CWJ has had to admit publicly that it's response to demand for mobile service might have effectively ran ahead of its provision of the necessary infrastructure to supply a good quality service, particularly over the last 24 months. The result is a capacity problem that has effectively caused customers to be cheated by being required to pay for something the company would have known it was never in a position to adequately supply at various times. Post-paid customers who have to pay a sizeable monthly access charge have particularly suffered.
- 2.11 Delays in connecting new customers also featured prominently in the portfolio of complaints. Some of the complaints relate to the failure of CWJ's technicians to install service within a timely fashion. Where appointments are made technicians frequently arrive late or never arrive at all. This has proven to be of inconvenience to customers as in many instances time is taken off from work to facilitate technicians gaining access to premises.
- 2.12 The final category known as community-wide services covers those complaints relating to the company's common services such as phonecards and call boxes. This category of complaints though still significant, has declined noticeably since the end of the 1997/98 fiscal year.

⁶ Under terms of 2000 telecommunications license CWJ is expected to provide some 217,000 new wired telephone lines by the end of 2003. Between March 1 and November 4, 2000 the company installed 62,599 or approximately 29% of the target. All 14 parishes benefited from the installations made to date.

Table 2.1: Distribution of Complaints about CWJ-provided Services

<i>Complaint Categories</i>	<i>1998/99 Total</i>	<i>1999/00 Total</i>	<i>2000/01 Total</i>
Billing matters	167	93	79
Equipment Damage	0	0	0
Property Damage	0	0	0
Disconnection	44	26	7
Re-Connection	5	1	0
Redress Not Received	0	1	1
Irregular Supply	5	4	1
Unavailability of Service	122	69	26
Payment Arrangement	0	1	5
Health & safety	0	2	1
Poor Customer Service ⁷	0	3	17
Unscheduled Interruption of Service	58	71	52
Metering	0	0	1
Service Connection	21	6	9
Guaranteed Standard	0	0	0
Community-wide Services	225	47	7
Total	647	324	206

Source: Customer Affairs Department database, OUR

⁷ Includes 'Code of Practice' complaints.

CHAPTER 3: QUALITY OF SERVICE STANDARDS FOR THE TELECOMMUNICATIONS UTILITY

3.1 An effective regime for quality of service regulation should satisfy at least three basic requirements: -

- ◆ The service provider should be provided with the right incentive/motivation to improve service quality. This may require the operator to make compensatory payment to consumers where its performance falls short of the required target.
- ◆ A credible enforcement mechanism is required to enforce the standards, because operators are sometimes unwilling to embrace quality of service standards, especially in markets dominated by a single service provider.
- ◆ A sufficient number of indicators is needed to measure the various dimensions of service quality. "Service quality" is multidimensional in nature – it cuts across several areas of a service provider's operations. It is partly dependent on the technology in use (ie the signaling, switching, and transmission infrastructure). Other areas that impact strongly on service quality are operator services, billing, repair and the handling of complaints. Constituting the technology are the hardware and software that when combined provide services to customers. Operator services deal with directory assistance, directory listing, and other means of enabling customers to direct their calls. Billing includes the accuracy and

format of a bill plus the process of accounting for money owed the company. Repair services correct malfunctions. Complaint handling refers to attention to customers' inquiries and problems.

3.2 The OUR's approach to quality of service regulation seek to embrace these requirements via whichever approach it eventually considers most appropriate given its need to be highly effective, and taking due cognizance of the legal framework within which it operates. The OUR could adopt one of two established possible approaches, a **regulator-oriented approach** and a **customer-oriented approach**, or it could seek to employ features of both in developing its own unique approach. With the regulator-oriented approach, the regulator represents the customer, i.e. the regulator is the primary arbiter of quality. With the customer-oriented approach it is the customer who is the primary arbiter of quality. In this case there is usually less regulatory intervention than with the former. The UK regulatory experience provides a typical example of a customer-oriented approach whereas the USA experience provides a typical example of a regulator-oriented approach.

Overall versus Guaranteed Standards

3.3 Two categories of standards are proposed for the telecommunications utility: **Guaranteed Standards**, and **Overall Standards**. Both sets of standards are discussed below.

- 3.4 The Guaranteed Scheme may be viewed as a contract between the service provider and its customers. Under this scheme specific quality of service standards are set and the service provider is required to make monetary compensation to the affected customer where there is adequate evidence that it has failed to meet the standards. With the Overall Standards, unlike the Guaranteed Standards, there is no automatic monetary compensation to customers in the event that the service provider performs below the prescribed levels.
- 3.5 Another difference between the two is that the standards covered by the Guaranteed Scheme are those that are customer specific. This enables the operator to identify the affected customer and make compensation accordingly. The Overall Standards are general in nature and affect a group of customers, in which case the service provider may not be able to identify all parties affected. For example, it would almost be impossible for CWJ to compensate users of public payphones because of faults. In this case it would be difficult for the service provider to distinguish between those customers who experience inconvenience and those seeking to exploit the system.
- 3.6 The Guaranteed Scheme is confined to quality of service issues for final users of CWJ's services. They are not applicable when services are purchased for resale to the general public. For example, a service provider who purchases normal retail calls in bulk and then retails these to its customers. Neither, are they applicable when the networks of new entrants are interconnected with CWJ's network. It

is recognized by the OUR that low quality of interconnection services may disadvantage competitors. However, the OUR takes the view that quality of service standards in both cases should form part of the terms and conditions of service when interconnection agreements are negotiated with the incumbent. Built into these contracts may be compensation payment for breach of service quality standards.⁸

Category of Service Standards

- 3.7 The categories for which standards should be applied depend on the type of utility, its previous record on customer service, current quality of service issues, international practice, and existing technology used by the operator. For a typical telecommunications utility two categories of standards may be adopted: technical standards, and customer service standards.

Technical Standards

- 3.8 These are related to reliability of service (fault rate and fault clearance), connection to service (dial tone delay and call completion rates) and operator response time. For a typical telecommunications utility an appropriate set of technical measures of network quality includes:-

- ◆ time in seconds before dial tone is received after call is originated
- ◆ frequency of faults on telephone lines
- ◆ percentage of originated calls that are successfully completed etc.

⁸ See Chapter 4 of OUR Consultative Document on *Interconnection in Telecommunications*, 1999 March.

3.9 These standards are related to the efficiency with which the service provider is able to respond to customers needs and requests. For a typical telecommunications utility an appropriate set of customer service quality includes:-

- ◆ time taken to respond to queries by customers
- ◆ time taken to meet commitments to customers to connect/reconnect telephone service
- ◆ time taken to provide speedy repair service

3.10 Table 3.1 contains a small sample of the various measures/indicators of service quality used by regulatory bodies and telecom service operators worldwide. The standards proposed by the OUR set out in Chapters 4 and 6 reflect international practice and also take account of the fact that CWJ operates a modern telecommunications network.

CHAPTER 4: THE GUARANTEED QUALITY OF SERVICE STANDARDS

Introduction

4.1 This Chapter describes the guaranteed standards proposed by the OUR. The next Chapter explores the mechanisms for determining the level of compensation and the methods to effect payments to affected customers.

Guaranteed Service Standards

4.2 Below is a description of the guaranteed standards the OUR is proposing for the telecommunications utility. The standards are separated into two groups: guaranteed standards for services supplied to fixed line telephone customers and guaranteed standards for mobile subscribers.

4.3 These are minimum standards and are subject to review following consultation with the operator, consumer groups, and other interested parties. As set out in the previous Chapter, the chief characteristic of guaranteed standards is that customers are entitled to monetary compensation where the service provider has failed to meet the predetermined standard levels. The standards proposed will only cover measures of quality that are customer specific and will include the following:-

- Connection
- Reconnection
- Repair
- Wrongful disconnection
- Response to complaints
- Loss of Service
- Missed appointment

GTS1 - Delay in installation (mobile & fixed line)

Objective: To facilitate speedy installation of service.

Definition: This standard relates to the time lag between approval of a customer's application for service and when that service is actually provided. The standard will normally require that installation of the service be done within a specified period after approval. Installation is deemed to have taken place only when the service is available to the customer.

Guarantee: Failure of CWJ to install service within time period will require it to make an automatic payment to the customer amounting to \$600 or \$840 respectively for residential and business customers, or the respective customer types can claim \$900 or \$1260 as per agreed compensation regime (see Table 5.1).

GTS2 - Delay in repair (fixed line only)

Objective: To ensure that the customer is not deprived of the service due to the failure of the operator to respond to faulty Master Jack, the actual telephone line, and/or other parts of the system under the control of CWJ.

Definition: The applicable repairs must be required for a provider-controlled fault that causes the customer to be without service. Faults resulting from actions of the consumer do not qualify.

Guarantee: On the failure of CWJ to correct fault by the end of the next working day (after customer's report), it is required to make an automatic payment to the customer amounting to the applicable installation charge. At the time of writing these were \$840 for business accounts and \$600 for residential accounts. Alternatively, customers could be made to submit claims against breaches, in which case the respective charges would be amplified 1.5 times to compensate for what is expected to be a diminished inclination of customers to actually pursue claims. In this latter instance the revised charges would be \$1260 for business accounts and \$900 for residential accounts (see Table 5.1).

GTS3 - Reconnection after payment of overdue amounts (mobile & fixed line)

Objective: To encourage speedy reconnection of customer to network after payment of overdue amounts.

Definition: CWJ is required to restore service in the shortest possible time after receiving from the customer, payment of overdue amount. Payment is deemed to have taken place when the company or its duly authorized agent issues some form of receipt for funds in whatever form, deemed to have passed from and/or on behalf of customer to the provider re the particular service account(s) in question.

Guarantee: Reconnection of service should be done within 24 hours. Otherwise, company is required to make an automatic payment to the customer amounting to the reconnection fee, this at the time of writing being \$420 for business accounts and \$300 for

residential accounts. If the customer has to claim against breaches these amounts would then appreciate by 1.5 times to \$630 and \$450 for business and residential accounts respectively (see Table 5.1).

GTS4 - Wrongful Disconnection (mobile & fixed line)

Objective: To ensure that the customer is not deprived of the service due to the operator's own error. Wrongful disconnection may be due to billing errors by the operator, etc.

Definition: The customer's responsibility is to pay the provider for services used, and to do so in consistence with the related terms of service agreement that is part of the relevant account contract. So long as the customer is not in breach of the applicable terms the provider is obliged to ensure that he/she has uninterrupted access to the service. Especially, the provider should not erroneously disconnect the customer's service.

Guarantee: Wrongful disconnection requires CWJ to make an automatic payment to the customer of an amount equivalent to the monthly line rental charges for the particular type of account affected. This is \$660 for business accounts and \$280 for residential accounts. If the customer has to claim for breaches then the respective amounts would appreciate 1.5 times to \$990 for business accounts and \$420 for residential accounts (see Table 5.1). Compensation will start from and include the day of the wrongful disconnection, provided the customer informs the company within 6 days of having lost the service. If the service is

not reconnected within 24 hours of the customer's report of the wrongful disconnection, the standard monthly charge applicable to the account type shall be added to the compensation amount for each additional day the customer remains disconnected.

GTS5 - Repeated total or partial loss of service (mobile & fixed line)

Objective: To ensure that the operator provides dependable services to its customers.

Definition: This relates to instances of repeated and/or frequent loss of service to the customer due to network or line problems.

Guarantee: If the customer suffers a total or partial loss of service, and the problem recurs within 30 days of the first report, then CWJ is required to make an automatic payment to the customer amounting to the line rental fee applicable to the type of account affected. The amount would be \$660 for business accounts and \$280 for residential accounts. If the customer had to claim for the breach then the amount would be 1.5 times the applicable rental charges, these amounts being \$990 and \$420 for business and residential accounts respectively (see Table 5.1).

GTS6 - Response to customer Queries (mobile & fixed line)

Objective: To ensure that customer queries (either written or by telephone) relating to billing, malfunctioning line, quality of service and other issues are dealt with promptly and satisfactorily by the utility.

Definition: In order to ensure purposeful and efficient response to customers' queries and/or complaints, the company must acknowledge a customer inquiry within a specified period of receiving said inquiry.

Guarantee: All customer inquiries will be acknowledged, the maximum allowed period for any single acknowledgement being 5 business days which is applicable to written inquiries. All acknowledgements must include a commitment as to the time within which the investigation will be completed; the maximum period for completing the investigation is also defined as a standard. Investigation and notification of the outcome of the customer's inquiry should be delivered within the period specified in the acknowledgement. Failure to meet standard warrants an automatic payment to the customer of an amount of monthly line rental charges applicable to the affected account types. These amounts would be increased by 1.5 times to \$990 and \$420 respectively for business and residential accounts if the customer were required to make a claim against the breach (see Table 5.1).

GTS7 - Missed Appointment (fixed line only)

Objective: To minimize the inconvenience to customers of having to wait unduly for CWJ's representatives to attend appointments.

Definition: CWJ has responsibility to satisfy a customer's request for a representative to visit a location in the morning or afternoon of a particular day. This may be to correct a fault or to install service line/Master Jack. CWJ is

required to comply with the customer's preference for time of day for visit set for a mutually agreed date. This arrangement constitutes an appointment. The morning is defined as being from start of CWJ's business day to 12:00 noon, and afternoon is from 12:00 noon to close of the business day.

Guarantee: Failure to meet standard warrants an automatic payment to the customer of an amount of monthly line rental charges applicable to the affected account types. These amounts would be increased by 1.5 times to \$990 and \$420 respectively for business and residential accounts if the customer were required to make a claim for the breach (see Table 5.1).

GTS8 – Advanced Notice for planned disruption in service (mobile & fixed line)

Objective: To ensure that customers do not normally experience planned disruptions by the company as unscheduled interruption of service.

Definition: The company should in good time beforehand, and by appropriate means, share its schedule of planned disruptions with the customers to be affected.

Guarantee: Planned interruptions for which affected customers are not informed at least 24 hours beforehand will require that CWJ make an automatic payment to the customer of an amount of monthly line rental charges applicable to the affected account types. These amounts would be increased by 1.5 times to \$990 and \$420 respectively for business and residential accounts if the customer were required

to make a claim for the breach (see Table 5.1).

GTS9 - Receipts of compensation Payments (mobile & fixed line)

Objective: To make sure that the value of compensation is not undermined by late receipt of payment, or that the provider does not unduly defer its financial obligation to customers resulting from breaches of any guaranteed standard.

Definition: The standard requires that the provider makes timely payments to customers, of amounts that become due as a result of breaches of the Guaranteed Standards that it commits.

Guarantee: Service provider must make an automatic payment to customer. Alternately, customer must lodge a claim with the service provider within 30 days of the violation of the standard. Where the payment due under a particular standard is not paid within the specified time frame, CWJ must make an additional payment of similar amount and this will repeat itself for subsequent periods until payment is made. All these standards apply *en bloc* to fixed line, and selectively to cellular service as indicated

Comparative Guaranteed Standards

4.4 Table 4.1 (attached) contains the standards the OUR proposes as guaranteed standards for CWJ services. These are compared with the comparable standards for the JPS, NWC, CWJ's and BT's self-imposed guaranteed schemes⁹. The BT standards were chosen as a template partly because that company has

⁹ CWJ only recently launched its self-imposed guaranteed standards scheme in February of 2001.

a well-established quality of service and guaranteed standards scheme that has proven to be successful. The OUR has not been able to get data on the operations of similar schemes in use in developing countries. The comparison with the scheme proposed by the OUR for CWJ shows that the OUR's proposal is not out of line with international practice and is non-discriminatory in its treatment of the major utilities.

Timetable for Guaranteed Standards

- 4.5 Guaranteed standards will require CWJ to put in place the mechanisms for collecting data, monitoring service quality, handling claims and making compensation. With CWJ already having in place its own self-imposed guaranteed standards scheme, it is not anticipated that too long a period will be needed to install the necessary mechanisms and procedures for effective implementation. This is notwithstanding the substantial variation between what is proposed by the OUR and that which has been self-imposed by CWJ. The OUR is therefore proposing that these standards be introduced and measurement start by CWJ on **October 1, 2001**. Implementation of monetary compensation should commence three months later, **December 1, 2001**.

CHAPTER 5: COMPENSATION AND PAYMENT MECHANISMS

Introduction

- 5.1 There is no universal technique for determining the amounts of compensation consumers are entitled to for breach of guaranteed standards by the operator. Indeed, the amount of compensation is usually subject to wide discretion. The OUR is of the view that the level of compensation should to be set at sufficiently high a level to encourage the service provider to improve the quality of the service it offers. A high level of compensation will encourage the operator to improve service quality while a very low figure will have the opposite effect. But the consumer should not profit from the compensation scheme. For this reason the level of compensation should reasonably reflect the loss suffered by the customer.

One possible option for a compensation system is suggested via the preceding discussions of the specific proposed guaranteed standards, and as set out in Table 51 (attached).

Q5.1 What principles should the OUR take into account in determining the level of compensation for breach of guaranteed standards?

Level of Compensation

- 5.2 Another method for deriving the level of compensation for fixed line customers is to base it on the average monthly consumer bill. An alternative is to vary the amount on the particular standard that is breached. For example, if the provider fails to install a

telephone line within 5 working days the amount paid would be tied to the applicable fixed installation charge. In the case of incorrect disconnection the customer would be compensated based on the normal charge for reconnection. A third option is for the compensation to be a percentage of the affected customer's next (or last) bill when the payment become effective. These three options are explored in further detail below.

Option 1: Average Monthly Customer Bill

- 5.3 In this case the payment for breach is determined by taking an average of monthly consumer bills using a random sample of for each account category. When this approach is adopted the level of compensation will vary across residential, and business customers since the average customer bill for both groups are not the same. The average bill for business customers is more than two times that for the residential category. Alternatively, an overall average of both account categories might be used.

- 5.4 Taking into account the year 2000 tariff adjustment of CWJ it is estimated that the average monthly bill is now approximately **\$1170** for residential customers and **\$2470** for business customers. The overall average would be **\$1820**.

- 5.5 It may be argued with justification that these levels of compensation at the average monthly bills bear no relationship to the magnitude of the inconvenience suffered by the customer. A more indicative approach could likely be to make the penalty a percentage of

the average customer bill for business/residential customers. For example, the OUR's agreed compensation amounts for JPS is **\$750** and **\$150** respectively for each account type, approximately 10-20% of the respective average bills. For CWJ, at the higher level of the range (20%), this would imply a compensation amount of approximately **\$234** and **\$494** respectively for residential and commercial accounts.

Option 2: Varying with Standards

5.6 With this option the level of compensation will depend on the standard that is violated. For example, CWJ's residential customers are presently paying **\$600** for each telephone line installed. For business customers the installation charge is **\$840**.

5.7 Should the operator fail to install service within the specified time period and/or by the agreed time, then it would be required to make a payment to the customer amounting to the applicable installation charge. Another example is where the breach is the failure of the service provider to install Master Jack(s) by a specified date. In this case the level of compensation would be the monthly rental charge for the line, these being **\$660** and **\$280** for business and residential accounts respectively.

5.8 Compensation for wrongful disconnection would be based on the fee the company charges for reconnecting those customers who have been legitimately disconnected from the service, but who has paid their outstanding amounts. Table 5.1 sets out the various guaranteed standards along with the corresponding proposed compensation payments. In arriving at

specific payment amounts the relevant standard charges are qualified by respective basis factors of 1.0 and 1.5 under automatic and customer claim regimes¹⁰. The major drawback to this approach is that compensation will vary across both standards and account types. The lack of uniformity in the compensation scheme may render the scheme unduly complex and could also pose difficulties for some consumers in their understanding and use of it. It may also prove difficult and costly to administer. In addition, the level of compensation may be viewed as bearing no relationship to the difficulties experienced by the customer. Finally, in instances, the compensation may be viewed as excessive. Refer to Table 5.1 attached.

5.9 Two possible variations of this approach could also be considered. Firstly, one could set the level of compensation as a percentage of the tariff associated with each standard. For example, 10% or 20% etc. Secondly, one could consider setting compensation levels at the average of all charges applicable to the specific services related to the different standards for the two basic categories of accounts. Based on the present charges the amount for commercial customers would be approximately \$650 and for residential \$520.

Option 3: Affected Customer's Bill

¹⁰ The finally agreed basis factors may be varied to reflect payment levels that might be considered more appropriate. Further, the qualification of applicable compensation payments by differential basis factors for automatic versus customer claim regimes could be made applicable to whichever compensation option is pursued for guaranteed standard breaches.

5.10 The compensation amount for each breach could be set as a percentage of the customer's next (or last) bill. As is the case with options 1 and 2 the amount would lack uniformity. Business customers by virtue of the fact that they usually have higher bills vis-à-vis residential customers would likely receive higher compensation. Even in individual categories, the level of compensation would vary to reflect differences in the consumption of the service among customers. Additionally, since larger users have larger bills this approach would provide the operator with a greater incentive to provide these customers with higher service quality. No such incentive would exist to improve the quality of service offered to low-user customers.

5.11 There might be good justification for adopting this approach since it could be argued that a customer who uses more telephone services suffers a greater level of inconvenience, for example when supply is interrupted, than one who uses very little service. However, in cases where CWJ fails to keep an appointment, or does not respond to a complaint, both residential and business customers have suffered typically the same inconvenience, and compensation should therefore be the same to both customers. A compensation system based on usage might therefore, not be equitable.

Compensation Amount: What should the OUR choose and why?

5.12 The three approaches described above demonstrate the difficulties in arriving at an appropriate method for setting the level of compensation for breach of

standards. The modified version of option 1 is the OUR's preferred choice. With this approach the amount received by consumers for breach of standards is set as a percentage of the average bills for residential customers. Consumers will likely have an easier time understanding this since the amount is known with certainty. It may also be less expensive to administer, as the level of compensation does not vary with the standards.

Under the current scheme for NWC, compensation for breach is set at the level of respective service charges applicable to domestic and commercial accounts. As at January 2001 the amounts were approximately **\$100** for domestic customers and **\$270** for commercial customers. For the JPS compensation for breach is set at 20% of the respective average monthly bill for residential and business customers. Based on the last official estimates the amounts were set at **\$150** and **\$750** for residential and business accounts respectively. Applying a 20% figure of the estimated average monthly bill for residential and business customers of CWJ gives a compensation amount of approximately **\$230** and **\$500** per standard breach for the respective account types. Applying the use of basis factors for the condition of an automatic versus a claim regime as per Table 5.1 would yield the following scenario:

Payment Regime	Basis Factor	Account Types	
		Business	Residential
Automatic	1.0	\$500	\$230
Claim	2.0	\$1000	\$460

Q5.2 What should be the level of compensation for breach of standards and why?

- 5.13 The approach proposed above achieves the two objectives of compensatory payments in quality of service schemes. It provides an incentive to the firm for providing an adequate service quality to its customers, while reasonably compensating consumers for poor quality of service. It also has the benefit of being simpler to administer by the company and easy to understand by the public.
- 5.14 One of the concerns of the OUR is that payments made to consumers for breach of the standards may be passed on to them in the form of higher prices. CWJ becomes subject to a price cap regulation as of the next scheduled tariff review (September 2001). The price cap regime effectively removes the incentive for CWJ to attempt to pass on such. If it were such that CWJ was allowed to pass on penalties for poor service quality, the incentive to improve quality would be severely diminished.
- Compensation Amount for Mobile Customers*
- 5.15 For violation of the proposed standards for mobile customers the compensation amounts could be set equal to the amounts proposed above for fixed line services. However, the OUR does not consider this to be equitable in light of the fact that the charges for CWJ's mobile service is substantially higher than for the traditional service.
- 5.16 In an attempt to derive the compensation amount for breach of these standards the OUR contemplated using the approach adopted above i.e.
- taking a percentage (20%) of the average monthly mobile customer bills. The OUR however, would need to obtain the latest credible information on average monthly customer bills for this category of service. Until this information becomes available, specific amounts cannot be proposed for compensation derived from average monthly bills¹¹.
- 5.17 In addition, as indicated above, varying the amount of the compensation with the standard that is breached will lead to an unduly cumbersome arrangement which in turn will impose unintended regulatory burden on the service provider. It could also prove quite challenging for some customers to follow.
- 5.18 Of the seven cellular plans in place at the time of writing, three require the subscriber to make payment for registration and access of **\$740** and **\$780** respectively, thereby making a total upfront payment of at least **\$1,520**. A fourth also has a **\$740** registration fee but a **\$449** access charge for total upfront payment of **\$1189**. The others have respective registration charges of **\$1500**, **\$3000**, **\$4500** (pre-paid accounts for 4, 8 and 12 months service) and **\$740**, with no access charge required. Applying the 20%, as in the case of the proposed compensation level for the JPS, to the access plus registration charges in the first two tariff plans would give a compensation level of approximately **\$300** for each standard breached. The use of *basis factors* for automatic versus claim payment regimes could

¹¹ The information can be sought directly from CWJ, or, the OUR could conduct a sample survey of the customers' mobile bills.

also be applied here as well, and would yield the following scenario:

Payment Regime	Basis Factor	Account Types	
		Business	Residential
Automatic	1.0	\$300	\$300
Claim	2.0	\$600	\$600

This is the OUR's preferred choice.

Q5.3: Should the level of compensation for breach of standards for mobile customers be the same as fixed line customers?

Payment Methods

5.19 One approach puts the burden on consumers to identify instances of breach of the standards. When a breach occurs, the customer may file claim for compensation. In filing a claim the customer should:-

- ◆ Identify the standard breached and provide adequate evidence of the breach of standards such as the specific instance;
- ◆ supply the date (and time where possible) when CWJ breached a guaranteed standard; and
- ◆ submit the claim for compensation within 30 days of the occurrence.

5.20 The major drawback is that customers may not know when a standard has been breached, because of lack of information about the definition of the guaranteed standards. The customer would also need to know the procedure for filing a claim for a breach. With a fairly high level of functional illiteracy in the society, this could prove problematic if the process is not really very simple. These potential weaknesses may be corrected by the OUR requiring CWJ to embark on a

public campaign aimed at educating its customers about the scheme as well as the process and procedures for filing a claim. In this regard the OUR would be placing an obligation on CWJ to provide the relevant information to all its customers. This could be achieved by including a leaflet outlining the standards and all relevant information with the bills on a periodic basis, e.g. every three months. But even this may not guarantee that customers will know all the standards and when they have been breached, because it requires a certain level of literacy and sharpness of all customers, and for them to remember the details of the standards and/or retain the leaflet.

5.21 It has been observed that where the onus is on consumers to claim for breach, actual payments to customers are substantially below potential entitlements. The water industry in the UK is a case in point. In 1995/96 35,000 properties had their water restored after the time the companies had stated in their notification to customers, but less than 400 customers claimed payment under the guaranteed standards scheme.

5.22 The preferred approach is for CWJ to automatically compensate its customers for breach of the standards. This would be very advantageous to the customers since it would require less monitoring by the customer. It would require CWJ to identify instances in which there are infringements of the standards. If a customer believed that a payment was warranted but had not been made, he or she could file a complaint. If CWJ for whatever reason ends up using a system of customer claims as against

automatic payments, the OUR believes that compensation payment levels should be higher. This will serve to both keep the provider honest in terms of meeting the standards all or most of the time, as well as provide a greater incentive for customers to make claims for breaches because of the more significant payments involved. This is what the use of basis factors mentioned in several preceding sections of this document is all about.

5.23 Though the JPS will initially implement its Guaranteed Standards scheme with a customer claim regime, the OUR has in the latest license issued that company, mandated that it switches over to an automatic payment regime within a specified timeframe. The same is also planned for the NWC, but a switchover date has not yet been set. The OUR prefers that CWJ commences implementation of its Guaranteed Standards scheme with an automatic payment regime. That is, the onus will be on CWJ to automatically compensate customers who are provided with poor service rather than the customer being requested to claim compensation.

Under its self-imposed guaranteed standards scheme CWJ has opted to have customers claim for compensation against breaches.

Q5.4 Are the arguments for automatic compensation payments to be made by CWJ more convincing than the case for customers filing claims? Alternatively, should a mixture of the two methods be employed?

How are the actual compensation payments to be made?

- 5.24 There are two options for the form of compensatory payment:-
- ◆ credit to the customer's account; and
 - ◆ a cheque to the customer
- 5.25 The first might be more acceptable to the firm since it not only makes the process of compensation quicker, but it also reduces the actual processing time and will result in lower transactions cost.
- 5.26 The second approach would require the company to produce a cheque and send it to the customer. This may impose additional processing time and cost for the service provider. Also, the cheque would need to be made out to the account holder which in some instances is not the person paying the bill. The first approach ensures that the payer of the bill receives the credit. This is the OUR's preferred option.
- 5.27 Whichever approach is adopted CWJ is required to inform its customers of the breach by either including a message on the bill or attaching a note to the payment, especially if payments are made automatically. This message on the bill could be labeled as "compensation for below standard service" and should indicate the particular guaranteed service standard breached, and other details as necessary.

Q5.5: Should compensation take the form of a credit to the customer's account or should other means such as payment by cheque be utilized?

CHAPTER 6: OVERALL SERVICE STANDARDS

6.1 The overall standards will cover technical issues and will include the following:-

- Clearance of unreported faults
- Payphones in working condition
- Repair of payphones
- Call completion rates
- Directory assistance
- Billing accuracy
- Community isolation

6.2 Table 6. 1 sets out the quality of service measures and targets that the OUR intends to adopt. For comparison purposes, data on service providers in other countries are provided. The objective of the latter is to get an appreciation of international best practice and to ensure that the OUR is not out of line with what prevails in other jurisdictions.

Q6.1: What should be the overall service standards categories and the targets?

6.3 As indicated earlier, these are general standards against which performance will be measured and published, but the utility would not be required to make compensation to individual customers in case the standards are not met. However, persistent failure by the service provider to improve service quality to meet the standards will have substantive negative if not punitive implications for the provider. Also, performance on the overall service standards are expected to be what informs the *Q-factor* that figures in the price cap tariff calculations. A poor performance on these standards will

have the effect of lowering approved tariff rates while the opposite will likely help the provider to secure a better rate. On the other hand, the OUR reserves the right to resort to stronger regulatory action that could involve the implementation of fines in response to consistent poor performance on the standards.

Proposed Overall Quality of Service Standards

OTS1 – Unreported Faults

Definition: The percentage of unreported faults cleared within a 24, 48 and 72+ hour period.

Objective: This standard aims at having the provider maintain a high level of system integrity, which has a significant bearing on service quality, without awaiting the instigation of dissatisfied customers.

Target: The proposed targets to be achieved are >60%, >80% and >90% within the respective periods of 24, 48 and 72 hours.

OTS2 – Reported Faults Cleared

Definition: The percentage of reported faults cleared within a 24, 48 and 72+ periods.

Objective: This standard aims to ensure the provision of a high quality service by having the provider move with the highest level of expedience to clear up faults reported by customers.

Target: The proposed targets to be achieved are >80%, >98% and 100%

within the respective periods of 24, 48 and 72 hours.

OTS3 – Working Pay Phones

Definition: The percentage of pay phones that are fully functional on a daily basis.

Objective: This standard aims at having the company within current claimed infrastructural network, ensuring optimal access to its pay phone service substantially used by many consumers unable to afford their own mobile and/or fixed line service. The service is also significant to whole communities not yet covered infrastructurally to allow for individual private telecommunication subscriptions.

Target: On average, greater than 95% of the providers complement of telephones should be in working order on a daily basis.

OTS4: Repair of Pay Phones

Definition: Related somewhat to OTS3, this standard is the percentage of non-working pay phones repaired within one or two days.

Objective: To have the provider respond in the swiftest possible manner to repairing reported/unreported pay phone faults, regardless of their location.

Target: On average, greater than 90% of faulty pay phones should be repaired within one working day and greater than 98% within 2 working days.

OTS5 – Peak Traffic Completed Calls – International

Definition: This is the percentage of originated international calls successfully completed during designated peak traffic periods.

Objective: This standard seeks to ensure a high quality of service as pertains to international calling insofar as this could be compromised by capacity or other related problems likely to become manifest during high calling periods (both time of day and seasonal).

Target: The target is for greater than 75% of international calls on average, to be successfully completed during designated peak traffic periods.

OTS6 Peak Traffic Completed Calls – Domestic Long Distance

Definition: This is the percentage of originated local inter-parish calls successfully completed during designated peak traffic periods.

Objective: This standard seeks to ensure a high quality of service as pertains to domestic inter-parish calling insofar as this could be compromised by capacity or other related problems likely to become manifest during high calling periods (both time of day and seasonal).

Target: The target is for greater than 95% of domestic inter-parish calls on average, to be successfully completed during designated peak traffic periods.

OTS7 Peak Traffic Completed Calls – Local Calls

Definition: This is the percentage of externally originated calls (local calls) successfully completed during designated peak traffic periods.

Objective: This standard seeks to ensure a high quality of service as pertains to local calling insofar as this could be compromised by capacity or other related problems likely to become manifest during high calling periods (both time of day and seasonal).

Target: The target is for greater than 98% of domestic intra-parish calls on average, to be successfully completed during designated peak traffic periods.

OTS8 – Dial Tone Delay

Definition: This is the percentage of attempted calls during peak periods affected by dial tone delay of 1-3 seconds.

Objective: The aim is to have the company providing an optimally responsive system in terms of its readiness to process calls once the receiver (or equivalent mechanism) is lifted.

Target: The standard proposed is for greater than 98% of calls on average not to experience a dial tone delay.

OTS9 – Operator Service - Domestic

Definition: This is the percentage of calls answered by the provider's switchboard operator within 10 and 20 second periods.

Objective: To have the provider offering the highest quality of service at this level through convenience maximization and call cost minimization for the inquiring customer calling locally.

Target: This standard requires that greater than 80% and greater than 90% of calls to the operator are answered within 10 and 20 seconds respectively.

OTS10 - Operator Service – International

Definition: This is the percentage of calls answered by the provider's international switchboard operator within a 10-second period.

Objective: To have the provider offering the highest quality of service at this level through convenience maximization and call cost minimization for the inquiring customer calling overseas.

Target: This standard requires that greater than 95% of calls to the international operator respectively are answered within 10 seconds.

OTS11 – Directory Assistance Answering

Definition: This relates to the timeliness of the answering service that is set up by the provider for directory assistance.

Objective: This is to ensure efficiency of the directory assistance service by having prompt responses to calls made to this particular service. Many who have a problem identifying and following calling instructions

otherwise provided by the company, are also among those having a great need for this service.

Target: This standard requires that greater than 80% and greater than 90% of calls to the operator, are answered within 10 and 20 seconds respectively.

OTS12 – Repair Service Answering

Definition: This relates to the percentage of calls to the repair service that are answered within 20 seconds.

Objective: This standard is to encourage efficiency and responsiveness of the provider's repair service insofar as the promptness of response to related customer calls is a significant quality factor.

Target: Greater than 95% of calls to the repair service should be answered within 20 seconds.

OTS13 – Billing Accuracy

Definition: This relates to the accuracy of the company's billing of customers insofar as this will be reflected in their complaints about the accuracy of bills.

Objective: To have the company minimizing customer inconvenience by being as close to perfect as possible in supplying them with accurate bills on a consistent basis.

Target: The rate at which the company supplies customers with bills that contain errors should be 5 or fewer per 1000 bills generated and dispatched.

OTS14 – The Need to Credit Customers

Definition: This relates to the frequency with which the provider finds itself having to credit customers, which would also indicate the frequency with which it has wronged them.

Objective: The aim is to have the provider having on as few occasions as possible to credit customers, meaning also, that relatively few customers would have been wronged (billed incorrectly) in the first place, and on the fewest occasions.

OTS15 – Provisioning Interval

Definition: This relates to the percentage of requests for new numbers satisfied (made available for use) within a 48-hour period (where required infrastructure for location is already in place).

Objective: To ensure that the provider makes service available to the customer as soon as possible after the necessary application procedure is completed inclusive of payments made by the customer.

Target: The aim is to have the provider fulfill greater than 80% and greater than 90% of requests for service to rural and urban areas respectively within 48 hours of the relevant applications being made by customers.

OTS16 – Directory Accuracy

Definition: This relates to the percentage of customer listings in the white pages of the company directory

published without errors and omissions.

Objective: To have the provider minimizing customer inconvenience by publishing accurate customer listings in its substantive directory, the white pages.

Target: Greater than 95% of customer listings in the provider's white pages should be without error or omissions.

OTS17 – Community Isolation

Definition: This has to do with the extent to which communities might become isolated (telecommunications-wise) through any trunk failure, or other non *force majeure* incidents of such magnitude that can have this isolating effect.

Objective: To have the company maintain its operations in such a way as to minimize or eliminate the possibility of preventable incidents that can have the effect of isolating whole communities or sections thereof with regards to telecommunications services.

Target: There should be not more than 1 incident affecting 3 or less defined communities rural, or not more than 2 such incidents affecting 5 or less urban communities within any single 6 month period.

Table 6.1: Proposed Overall Quality of Service Scheme for CWJ and Selected International Benchmarks¹²

<i>Code</i>	<i>Indicators</i>	<i>BARTEL Performance¹³</i>	<i>Florida Public Utilities Commission¹⁴</i>	<i>Panama¹⁵</i>	<i>World Bank¹⁶</i>	<i>Telecoms Authority of Singapore¹⁷</i>	<i>CRTC (Canada)</i>	<i>Proposed Standards for CWJ</i>
OTS1	Percentage of unreported faults cleared within: - 24 hours - 48 hours - 72 or more hours	N/A	N/A	N/A	N/A	N/A	N/A	>60% >80% >90%
OTS2	Percentage of reported faults cleared within: - 24 hours - 48 hours - 72 hours	N/A	N/A	N/A	N/A	N/A	>80% N/A N/A	>80% 98% 100%
OTS3	Average daily % of payphones in working conditions	N/A	N/A	N/A	N/A	>96%	N/A	>95%
OTS4	Percentage of Payphones repaired within:- - 1 working day - 2 working days	N/A	N/A	N/A	N/A	>90% >94%	N/A N/A	>90% >98%

¹² The non indication of use of some quality of service standards by any of the listed agencies should not necessarily be taken to mean that they are not important to such agencies. A more appropriate interpretation is that because competition in the respective telecom markets is at various stages of development consistent satisfactory levels of performance might have already been achieved among industry players in some markets thereby removing the need for formal regulation of such standards.

¹³ A Proposal for a Quality of Service Plan, the Barbados Telephone Company Limited (BARTEL).

¹⁴ Taken from "Recent Developments in Telecommunications Service Quality Regulation", National Regulatory Research Institute, 1998. The survey may be downloaded from the NRRI's Web site at <http://www.nrri.ohio-state.edu>.

¹⁵ Quality of Service Standards, Caribbean Forum for Telecom Policy and Regulation, 30 April 1999, Session 15.

¹⁶ Performance Indicators for the Telecommunications Sector, <http://www.worldbank.org/html opr/pmi/telecom/telecom0.html>.

¹⁷ Pre-Qualification Tender Document For Public Basic Telecommunication Services Licence (Annex 6) Telecommunication Authority of Singapore (TAS).

OTS5	Percentage of originated calls successfully completed during peak traffic (international calls)	N/A	N/A	N/A	60%	N/A	N/A	>75%
OTS6	Percentage of originated calls successfully completed during peak traffic (domestic long distance)	N/A	N/A	>95%	60%	N/A	N/A	>95%
OTS7	Percentage of externally originated calls successfully completed during peak traffic (local calls)	N/A	N/A	N/A	N/A	N/A	N/A	>98%
OTS8	Percentage of calls receiving dial tone in 3 seconds or less	N/A	N/A	96%	N/A	N/A	98.5% ¹⁸	>98%
OTS9	Percentage of calls answered by operator in - - 10 seconds - 20 second	N/A N/A	N/A 90%	N/A N/A	80-90% N/A		N/A >80% ¹⁹	80% >90%
OTS10	Percentage of calls answered by international operator within 10 seconds	90%	90%	>95%	N/A		N/A	>90%
OTS11	Average answer time on directory assistance in - 10 seconds; - 20 seconds	N/A N/A	N/A 90%	N/A N/A	N/A N/A		N/A >80%	>80% >90%
OTS12	Percentage of calls to repair service answered in 20 seconds	N/A	90%	>95%	N/A		80%	>95%
OTS13	Number of billing accuracy complaints per 1,000 bills	N/A	0.074	N/A	N/A		N/A	5

¹⁸ 99-100% is consistently achieved by BC Tel, Bell and Northwestel.

¹⁹ An interim standard at the time of writing of this report.

OTS14	Number of credit notes per 1000 bills due to incorrect billing	N/A	N/A	N/A	N/A		N/A	<10
OTS15	Percentage of requests for new numbers available within 48 hours: - rural - urban	N/A	100%	N/A	N/A		90% (within 10 days) 90% (within 5 days)	>80% ²⁰ 100%
OTS 16	Directory Accuracy: Percentage of customer listings in the white pages of the company directory published without errors and omissions						>93.8% ²¹	>95%
OTS17	Community Isolation: Number of incidents and communities affected resulting from trunk failure that lasts one hour or more. - rural incidents/communities per 3 months - urban incidents/ communities per 6 months						? ? ?	1 incident/ <3 communities 2 incidents/ <5 communities

²⁰ These standards assume that the necessary infrastructure is already in place for the location of the application.

²¹ This standard was interim at the time of writing.

CHAPTER 7: MONITORING AND ENFORCEMENT OF STANDARDS

Enforcement of Service Standards

7.1 The international experience has been that even in countries with a long history of independent regulation, for example the USA, operators are inclined to disregard the proposals of the regulator, unless legally required to comply. Hence, regulation is only meaningful if supported by a strong, efficient and effective system of enforcement. Between the Amended OUR Act 2000 and the Telecommunications Act 2000 the OUR has the authority to develop an effective system of enforcement for rules and guidelines duly set for regulated utilities in Jamaica. Notwithstanding, there are several elements that might be considered for incorporation in any system of enforcement where effectiveness is highly valued.

Public Pressure

7.2 CWJ will be required to regularly report to the OUR, its compliance performance on both the guaranteed and overall standards. These reports will be made public by the OUR. The objective is to bring to public attention the success or failure of the service provider in meeting the specified standards. In reporting to the public the OUR will set out the levels attained in relation to the targets and where possible, the company's efforts in attaining these standards will be compared with efforts by the other regulated utilities. The objective of this cross-sector comparison is to use each of the major utilities as a benchmark for the others to improve quality of service

7.3 A variation of the above is called "show cause orders." A 1996 survey by the

National Regulatory Research Institute ²² has shown that this approach is widely used by about 24 state regulators with some degree of success. With "show cause" orders the company will appear before the OUR and explain its failure to meet quality of service standards and say how it intends to improve future performance. This is an attractive enforcement mechanism since it opens up the company to public scrutiny of its records.

7.4 It is also the OUR's intention to apply the specific enforcement powers set out in the licence. Failure of the operator to comply with the standards that are finally adopted at the end of the consultation process would constitute a breach, and there are specific remedies under **The Telecommunications Act, 2000** to deal with such violation (Section 71). These provisions are the imposition of:-

- ◆ Penalties; and
- ◆ Suspension or revocation of operator's licence

7.5 Based on **The Telecommunications Act 2000** penalties may be applied in the case of neglect or wishful contravention of any provisions of the Operator's License for which no special penalty is provided. Specifically, the Act states that "rules made pursuant to this Act may provide for the imposition of penalties on summary conviction in a Resident Magistrate's Court of fines not exceeding five hundred thousand dollars

²² Vivian Witkind Davis, David Landsbergen, Raymond W. Lawton, Larry Blank, Nancy Zearfoss, and John Hoag, *Telecommunications Service Quality* (Columbus, Ohio: National Regulatory Research Institute, 1996).

or imprisonment for a term not exceeding twelve months or both such fine and imprisonment".

Furthermore, penalties incurred by the service provider due to neglect or wilful contravention of the License, such penalties shall not be treated as part of the expense of the Company.

7.6 The License may also be suspended or revoked if "the Company has, without just cause or excuse, failed to comply with this License, or to carry out in good faith and with reasonable diligence, the programmes referred to in this License". Suspension or Revocation however, is only to be applied where the Company has been given adequate time and opportunity to remedy the failure.

Q7.1: What other methods should be used by the OUR for enforcing standards beside those specified in the licence?

Monitoring of Standards

7.7 For purposes of monitoring, CWJ is required to supply on a quarterly basis, information showing the extent to which it is fulfilling both guaranteed and overall standards. Additionally, it may also be required to supply information to the OUR upon request. The objective of these quarterly reports is to ascertain the extent to which the operator is meeting the standards and the service provider should explain divergence from the standards. The OUR reserves the right to specify the format in which the provider must supply information it requires via the quarterly and/or other reports. This may involve the use of multiple

performance indicators as is now the case for JPS Guaranteed and Overall Standards reporting (see Annex B for a sample of guaranteed standards reporting format for JPS).

7.8 These quarterly and/or other reports will be used in conjunction with other measures, such as:-

- ◆ field investigations; and
- ◆ customer surveys.

Field Investigation

7.9 Many regulatory authorities in the United States employ engineers to conduct field investigations and tests to verify the authenticity of information supplied by an operator. The OUR considers this to be a potentially effective tool for monitoring CWJ's compliance with service standards. The investigations may be spot checks or follow-up to a specific problem that has been identified. For example, field investigations can be very useful in monitoring standards related to dial tone speed, call completions, operator answer time and contact with the service provider when using a payphone.

Customer Surveys

7.10 The OUR will also conduct customer satisfaction surveys to cross check the reports filed by the service provider. These surveys will be funded and conducted by the OUR so it has full control over their design and use of results etc.

Q7.2 What mechanisms should the OUR use to monitor CWJ's

compliance with the quality of service standards?

Force Majeure Conditions and Exemptions from Standards

7.11 The standards will be suspended in circumstances where compliance is beyond the control of the operator. The OUR must be promptly notified by the utility in all cases of suspension or proposed suspension of the scheme, indicating the exact duration of such suspension. The burden of proof of uncontrollable forces will lie with the utility with the exception of the following events which will be deemed to be uncontrollable forces²³:

- ◆ acts of God,
- ◆ action taken by or against the Queen's enemies,
- ◆ riot,
- ◆ civil commotion,
- ◆ strikes, lockouts and other industrial disturbances,
- ◆ acts of public enemy,
- ◆ wars,
- ◆ blockades,
- ◆ insurrections,
- ◆ epidemics,
- ◆ landslides,
- ◆ hurricanes,
- ◆ lightning,
- ◆ earthquakes,
- ◆ storms
- ◆ floods,
- ◆ wash-outs,
- ◆ arrests and restraints of Government,
- ◆ government rationing of electricity or wartime or other emergency,
- ◆ embargo,

- ◆ trade restrictions,
- ◆ inability to obtain any requisite Governmental permits,
- ◆ fires,
- ◆ explosions,
- ◆ breakdown of machinery or equipment or other forces or causes of a similar nature not within the control of the Company and which by the exercise of diligence it is unable to avoid, prevent or mitigate.

7.12 On receiving the concurrence of the OUR that a *force majeure* condition exists, the operator will use appropriate means to advise customers. In *force majeure* conditions, all reasonable endeavors must be made by the operator to restore service, and in the shortest possible timeframe.

²³ Extract from Wireless Telephony Special Licence, 1988.

CHAPTER 8: CWJ SERVICE QUALITY SCHEME

- 8.1 CWJ has recorded significant growth in its customer base and service offerings since commencing operation in 1988. Since late 1999, the Company has at various times admitted that its quality of customer service has not exactly kept pace with the development of its network and the surge in the demand for its services. Without action by the regulator, it established its own quality of service standards. Subsequent to that, as of February 2001 CWJ launched a Customer Service Charter underpinned by a set of nine (9) self-imposed Guaranteed Service Standards to be effective as of March 1 2001.
- 8.2 According to management, the company had “..over the last several years placed itself on the path to deliver world-class customer service, and is now ready to give guarantees on its service delivery”. This it has advanced, would be in keeping with international best practice and with the parent company's (Cable & Wireless plc) global initiatives and objectives. This Chapter reviews the scheme in order to ascertain the extent to which it meets the three preconditions for effective quality of service regulation set out at the start of Chapter 3.
- 8.3 Prior to the launch of its latest Customer Service Charter CWJ had adopted a set of standards that are set out in Table 8.1. Additionally, the company had reported having met or exceeded all targets set against these standards up to the period ending March 2000. Standards that have been set in conjunction with the February 2001 Charter are listed in Table 8.2.
- 8.4 The OUR commends the operator for recognising the need for improving the quality of service offered to its customers. It nevertheless is of the view that the scheme suffers from certain shortcomings that renders it substantially inadequate to ensure a quality of service comparable to world benchmarks associated with the best telecommunications providers worldwide.
- 8.5 First, the launch of the guaranteed scheme was never preceded by the type of public education programme and discussion that would ensure a fundamental understanding of its full meaning and workings by the average consumer. Further, it has been universally demonstrated through empirical evidence that where consumers are required to claim against breaches, they usually give the lowest level of response. For these and other reasons failure by the company to achieve targets it might set itself in relation to these standards will attract very little public attention, which will likely dull the incentive for improving service quality.
- 8.6 Second, there is no external enforcement of the standards. As the standards were not developed as part of a due process led by the OUR as the empowered regulator, CWJ is not required to file periodic reports on the scheme with the OUR or any other independent agency nor is it required to comply with the standards. Neither are the standards subject to verification by way of field investigation by an independent body. In any case, based

on the extensive range of issues treated in this draft consultative document on the development of both guaranteed and overall standards, the set of standards selected by CWJ are clearly both rather superficial and without teeth. Indeed, it gives credence to a commonsense view widely held by even the least in the society, which is that self-regulation is a tempting of fate and quite dangerous, especially when the stakes are high, as they surely are in this case.

8.7 The international experience has been that improvement in quality of service is more quickly realized when standards are backed up by an effective system of penalties, such as monetary compensation to customers for breach of standards. British Telecom for example, voluntarily imposed a system of financial penalty under its own scheme for non-compliance. Under this scheme BT made a commitment to its customers to provide a certain minimum standard of service, and failure by the company to meet these standards required it to make monetary compensation to affected customers. Barbados Telecommunications Limited, a subsidiary of Cable & Wireless plc, and the provider of domestic telephone services in Barbados also held discussions with the Public Utilities Board about introducing its own quality of service standards. Under the proposed scheme by BARTEL consumers would be entitled to monetary compensation should the company fail to carry out line installation and service restoration within defined periods of time. Additionally, in the event of a service outage, which remains unresolved for

more than six days, customers would also be entitled to receive an automatic payment.

- 8.8.1 While under CWJ's Scheme as currently constituted, there are provisions for customers to be monetarily compensated for breaches by the company, it is CWJ alone that decides if in fact a de facto breach was committed. Further, it also decides on the amount to be paid for the breach and when the amount will be paid. The company could for example, take forever to make payments on a legitimate claim without being penalized in any way for it. Clearly, an internally derived incentive system that is also internally monitored would hardly encourage improvement in service quality though creating the illusion of such.
- 8.9 The specially selected sparse set of indicators chosen for self-imposition by CWJ are clearly more palliative than substantive, and puts the company in a comfort zone that would bring no urgency to the most serious quality issues faced by its customers. For example, there are no standards on dial tone delay, the issue of the responsiveness of its system during peak traffic periods, appointments made for technicians to visit customers' premises and in many other areas covered in the OUR proposed standards, and for which quality benchmarks exist the world over. Indeed, CWJ's self-imposed standards really do not reflect the substantive dimensions of the quality of the service issues the company must necessarily face in the telecommunications business.

8.10 Besides the specific comments on CWJ's scheme above the OUR also has some general comments on self-imposed quality of service regulation by the service provider:-

- ◆ With self-regulation, the operator may give priority to quality of service matters pertaining to those services that are high margin. For example, incoming international calls, and mobile telephony. Conversely, less emphasis will be placed on quality of service matters relating to low margin services. In this regard the objective of the regulator, which is to ensure that a certain minimum quality of service level is available to all consumers, might be at variance with that of the operator.
- ◆ It is quite rational to expect that the easiest way out will always be sought and taken by the provider, in that the tendency will be to advance standards that are easily met and with which it is completely comfortable that it has attained the capacity to maintain. Usually, there is no consideration as to how long it might take to get to that point in respect of a particular standard, so that urgency is largely absent though the lack of it means the endurance of less than desirable quality service by consumers.
- ◆ The emphasis on service quality could vary with the personnel at the top of the organization, in which case a change in personnel could lead to a downgrading in the perceived quality of service issues.

Table 8.1: CWJ's Quality of Service Indicators

<i>Quality Categories</i>	<i>Quality Indicators</i>	<i>Targets by March 31, 1998/99</i>	<i>Targets by March 31, 2000</i>
Call centers	Answer time for billing calls Resolution of billing queries	90% within 20 seconds 75% at first point of contact	
Repair services	Faults per 100 main lines Answer time for repair services Resolution of faults		Should not exceed 5 faults per 100 main lines. 90% of calls within 20 seconds 90% within 3 business days

Source: Data provided by CWJ

Table 8.2: Guaranteed Service Standards Associated with CWJ's 2001 Customer Service Charter.

Service Parameters		Standards as per Account Type	
		Business Accounts	Residential Accounts
1	Installation of Telephone	7 working days	14 working days
2	Provision of Features	8 hours	8 hours
3	Provision of Voicemail	8 hours	8 hours
4	Provision of Internet (dial-up)	1 hour	1 hour
5	Repair of Telephone Line	2 days	5 days
6	Access to Call Centre Services: - Answer time – 110 (fire and ambulance) - All other calls to Call Centre	24 hours per day 15 seconds	24 hours per day 15 seconds
7	Corporate Switchboard	20 seconds	20 seconds
8	Resolution of Queries	At 1 st point of contact	At 1 st point of contact
9	Response to written communication:	- 2 days for acknowledgement - 5 days for response	- 2 days for acknowledgement - 5 days for response

CHAPTER 9: LIST OF CONSULTATION QUESTIONS

Introduction

Q1.1 What role should the Regulator play in markets that are effectively competitive?

Compensation and Payment Mechanisms

- Q5.1 What principles should OUR take into account in determining the level of compensation for breach of Guaranteed Standards?
- Q5.2 What should be the level of compensation for breach of standards and why?
- Q5.3 Should the level of compensation for breach of standards for mobile customers be the same as that of fixed line customers?
- Q5.4 Should compensation payments be made automatically by CWJ, should the customer be required to make a claim or should a mixture of the two methods be employed?
- Q5.5 Should compensation take the form of credit to the customer's account or should other means of payment such as by cheque be utilized?

Overall Service Standards

Q6.1 What should the Overall Service Standard categories and the targets be?

Monitoring and Enforcement of Standards

- Q7.1 What other methods should be used by the OUR for enforcing standards beside those specified in the licence?
- Q7.2 What mechanisms should the OUR use to monitor CWJ's compliance with the quality of service standards?

ANNEX A

AIMS AND OBJECTIVES OF THE OFFICE OF UTILITIES REGULATION'S CONSUMER AFFAIRS DEPARTMENT (CAD)

- To assist with the Customer Service Regulation of the utility service providers by advising The Office on consumer issues and policy.
- To serve as the substantive focal point through which the OUR can offer direct contact and assistance to consumers in issues they have with the utility companies.
- To monitor the performance of the utilities against established performance standards through the performance of research and analyses of a range of utility consumer issues.

CLASSIFICATION OF CUSTOMER CONTACTS

DEFINITION OF TERMS USED IN DOCUMENTING CUSTOMER CONTACTS

The case management system utilised by the OUR allows for the recording of contact with consumers as complaints, referrals, enquiries or opinions.

Complaint: Any contact expressing dissatisfaction with the terms of service, practice or action of a utility company or its employees. A complaint would result from a concern made by a consumer about a utility company, which, in the opinion of the consumer, was not satisfactorily addressed.

Referral: Any contact advised by the OUR to consult the relevant utility company because s/he had not initially utilized or exhausted the complaint procedures within the relevant utility company.

Inquiry: Any contact requiring verification/confirmation of information relating to a utility service, policy and/or practice, etc.

Opinion: Any contact expressing a view about the actions, practice or terms of service, etc. of a utility company.

THE COMPLAINT HANDLING PROCEDURE

1. All customer contacts established with the CAD of the OUR are categorized according to definitions set out in section II of this annex.
2. All **complaints** received into the system with the required information from the consumer, but which are not yet resolved are deemed outstanding.
3. All complaints accepted for investigation are processed against several formal time-based service standards all aimed at expediting resolution (see Appendix I).
4. A case becomes overdue for a particular standard once the required action such as acknowledgement, case letter dispatch etc. failed to take place in the allowed time, example within 5 business days.
5. Cases generally become overdue for resolution if they remain in the system for longer than 40 business days. However, formal extension periods are allowed for particular cases in special circumstances.
6. In terms of processing action required, each case accepted into the system for investigation must at a single point in time be either with the relevant utility or with the CAD. As a result, no case can be with both at the same time.
7. Accepted cases deemed to be with CAD could assume only one of two conditions. They are either being prepared for dispatch to the relevant utilities via case letters, or they are being processed for a response to be provided the affected customers via final letters.
8. Cases deemed to be with the utilities are considered to be undergoing necessary investigation by the respective utilities. CAD expects to eventually receive the results of the investigations that hopefully, will allow it to comprehensively assess the case and dispatch appropriate final letters to the affected customers in the shortest possible time.
9. CAD only accepts the results of an investigation carried out by the utility if it is satisfied with the relevant report presented by the utility, considered against a background of the facts of the customer's specific complaint.
10. Sometimes investigations into specific cases get to the point where additional information is required from the affected customers. If this is not forthcoming within a reasonable time after formal request, this could work against the case being settled at all. Customers generally do not gain from such situations.
11. The more supportive information a customer is able to supply, particularly documented information such as copies of bills, letters etc., the more quickly a case will be processed for settlement. Complaining customers therefore can generally make a difference in how long their particular case(s) remains outstanding in the system.

RECORDING COMPLAINTS

Regardless of the method customers of the utility companies use to lodge complaints with the CAD, they are required to supply the following information:

1. Full name of client (*including aliases*)
2. Mailing address
3. Name and address of reference/contact person
4. Service address and account number
5. Name of account holder
6. Name and title of the last utility company representative with whom the customer communicated
7. Category of client (residential, business or other)
8. Date and possibly, time that complaint was lodged with the relevant utility
9. Details of complaint
10. Information/documents to substantiate claim

SERVICE STANDARDS FOR CONSUMER AFFAIRS DEPARTMENT

1. Written complaints are acknowledged within 5 business days of receipt and complainants advised as to when investigations will be completed.
2. Case letters (*the CAD's written requests to the utilities for information*) are prepared and sent to the utility companies within 5 business days of receipt of complaint. In the event that the utility companies do not respond within ten (10) business days, telephone and/or letter take follow up action.
3. Investigations are completed and a final response is sent to complainants, advising of results and any recommendations, within forty (40) business days. In the event that investigations are likely to extend beyond this period, the complainant is advised by the expiration of the forty (40) day period. CAD's ability to meet this particular standard is highly dependent on the timeliness of provider responses to case letters.
4. After receiving duly satisfactorily completed case investigation reports, as responses to specific case letters, from providers the CAD commits to a standard of dispatching the relevant final letters to the affected consumers within 5 business days of receipt of such responses.

5. Where complainants do not submit supporting information within twenty (20) business days after lodging their complaints, the files are closed and the complainants advised accordingly.
6. An OUR information brochure is included in notices requesting supporting information, acknowledgement letters, and closed file advisories.
7. Appointments are offered, scheduled and kept.
8. Messages left on the telephone answering facility within the department are responded to within two (2) business hours.

ANNEX B: SAMPLE SHEET FOR JPS GUARANTEED STANDARDS REPORTING

I Specific Guaranteed Standards Indicators:

STANDARDS	PERFORMANCE INDICATORS	ACHIEVEMENT LEVEL		
		THIS PERIOD	LAST PERIOD	YEAR-TO-DATE
GS1: Simple connections	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			
GS2: Complex connections	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			
GS3: Response to emergency	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			
GS4: Billing Punctuality	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			
GS5: Response to customer queries	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			

GS6: Reconnection after payment of overdue amounts or agreement on payment schedule	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			
GS7: Receipt of compensation payments	Compliance (%)			Avg. =
	Target (%)			Avg. =
	Variation from target (%)			Avg. =
	Number of breaches			
	Urban/Rural share of breaches (ratio)			
	Total compensation due (\$)			
	Compensation payments made (\$)			
	Unpaid compensation (\$)			

II. Specific Standards Compliance Ranking:

THIS PERIOD				LAST PERIOD			
Rank ²⁴	Standard	Rank	Standard	Rank	Standard	Rank	Standard
1		5		1		5	
2		6		2		6	
3		7		3		7	
4				4			

III. Other Performance Indicators:

INDICATORS	THIS PERIOD		LAST PERIOD	
	Standard	Achievement Level	Standard	Achievement Level
Average compliance (%)	All		All	
Highest compliance achieved (%)				
Lowest compliance achieved (%)				
Urban compliance: highest-ranked standard				
Urban compliance: lowest-ranked standard				
Rural compliance: highest-ranked standard				
Rural compliance: lowest-ranked standard				

²⁴ #1 equals standard of highest compliance; #7 equals standard of lowest compliance.