

Business Centre: Retail Operations

BELCO Complaints Handling Policy

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OWNER

Director, Retail Operations

Bermuda Electric Light Company Limited

APPROVER

Managing Director, Transmission, Distribution & Retail (TD&R)

Bermuda Electric Light Company Limited

The BELCO logo is located in the bottom right corner of the page. It consists of the word "BELCO" in a bold, green, sans-serif font.

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1. PURPOSE

The Bermuda Electric Light Company Limited (“BELCO”/the “Company”/“our”/“we”/“us”) is committed to providing excellent customer service to all consumers of electricity (“Consumers”/“you”/“your”) and to provide safe and reliable electricity service to the residents of Bermuda. Although we are committed to providing excellent service to all our Consumers, we understand that at times erroneous things happen. Our Complaints Handling policy (the “Policy”) provides guidance on how we generally address concerns or issues and sets out our complaints handling resolution process for formal complaints as required by the Regulatory Authority of Bermuda (the “RA”).

2. WHO CAN LODGE A FORMAL COMPLAINT?

Any Consumer can generally express a concern or issue to us related to BELCO’s provision of safe and reliable electricity service. However, all formal complaints must be directed via our complaints handling resolution process.

2.1 BELCO Customer

Any person or entity with a registered, active BELCO service account is considered a BELCO customer (“Customer”). In addition, a third party may be duly authorised by the Customer to act on the Customer’s behalf in respect of a BELCO service account.

2.2 Non-BELCO Customer

Any resident of Bermuda whether a person or entity who does not have a registered, active BELCO service account.

3. BEFORE YOU MAKE A FORMAL COMPLAINT

We invite you to initially reach out to our Customer Experience team to seek informal resolution for any service or conduct pertaining to our electricity supply service. Whether you, as a BELCO Customer, have a concern regarding your monthly bill, or you have an issue with the supply of electricity to your property, or the installation of our equipment or the dispatch of any BELCO-related service or the behaviour of any of our staff, we encourage you to informally contact us first. We will make every effort to address your initial concern in the shortest timeframe possible. Please see the contact details for our Customer Experience team below.

Customer Experience Contact Information

General phone number: +1 (441) 295-5111

General email address: info@belco.bm

For your reference, we have provided some insight and direction for resolution options to address any informal concerns you may have. See *"Informal Concerns and Resolution Options"*.

4. INFORMAL CONCERNS AND RESOLUTION OPTIONS

4.1 Billing-Related

For general information on BELCO's rates and billing we invite you to seek insight from the *"Know Your Rate and Bill"* section of our website – belco.bm/know-your-rate-and-bill.

BELCO Customer billing refers to any one or a combination of the following activities:

- Calculating and assembling charges (including estimates) incurred by a Customer during a billing period;
- Application of any outstanding debit, credits or discounts due against the charges; and
- Calculating the net amount payable by the Customer.

BELCO Customers (only) with specific concerns or questions regarding their billing are encouraged to contact our Customer Experience team by phone or by making an in-person appointment.

4.2 Meter-Related

BELCO meters (meters in this context refers to both Advance Metering Infrastructure ("AMI") and non-AMI meters or legacy meters) and metering equipment ("BELCO Metering Infrastructure") are the property of BELCO. When applicable, while the Customer is responsible for allotting a suitable location for the Company to install the BELCO meter (i.e. that aligns with the requirements provided in BELCO's *Service Rules*), BELCO is responsible for the physical installation and maintenance of BELCO Metering Infrastructure.

BELCO Customers (account holders) with specific concerns or questions as to their consumption of electricity based on meter readings should contact our Customer Experience team. The initial enquiry will be assessed by a BELCO Customer Service Representative ("CSR"), which can include looking at the following: account information for accuracy, historical consumption, consumption trends and payment history. Customers should be aware of the following in relation to such review and be guided by BELCO's *Service Rules* – see link here: belco.bm/know-your-rate-and-bill:

– **Tampering:**

It is a legal offence to tamper with or make unauthorised connections to the BELCO meters or metering equipment.

– **Meter Testing:**

The Company employs every practicable means to maintain the commercial accuracy of its meters. Meter tests and billing adjustments for inaccurate meters are in accordance with the methods, procedures and calibration prescribed by industry standards and the manufacturer of the equipment.

– **Failure of the Meter:**

When a BELCO meter fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon the results of a metering audit or other available historical billing data such as historical kilowatt hour consumption, kilowatt hour demand or facilities charges.

– **Access for BELCO Employees:**

Non-AMI meters or legacy meters must always be accessible by BELCO employees for timely meter reading purposes. If non-AMI meters are not reasonably accessible, the Company will estimate electricity consumption.

4.3 Power Quality and Service Interruption

BELCO is committed to providing Bermuda residents with quality power supply.

Notably, there are occasions where planned outages, inclement weather (like high winds, heavy rain, storms or hurricanes), an emergency or other incidents beyond BELCO's reasonable control (such as accidents, vegetation, etc.) that may interrupt your electricity service. Our goal is to limit your electricity supply interruption, bearing in mind that safety is paramount in every case.

For BELCO Customers (only) service disconnections due to delinquency or nonpayment of their BELCO bill can also result in an interruption of your electricity service.

For information on these types of electricity supply interruptions, we would like to direct you to the following:

– **Current and Planned Outages:**

Refer to the "*Current & Planned Outages*" section located on our website – see link here: portal.belco.bm/outage-centre/outages.html. You will find a list of all current outages and future scheduled interruptions for your reference. A link to BELCO's "*Outage Map*" is also available – see link here: portal.belco.bm/app/outage/outageMap.jsp.

– **Unplanned Outages (Including Inclement Weather, Emergencies or Accidents):**

Refer to our website for BELCO's "*Outage Map*" – see link here: portal.belco.bm/app/outage/outageMap.jsp. You can also refer to any of our social media platforms including *Facebook*, *X* (formerly *Twitter*) and *Instagram* for updates. You can contact our Customer Experience team for assistance as well.

In the case of reporting these types of outages, we invite you to make an outage report by calling 955. You can also make a report through our Customer Experience team or by email at info@belco.bm. Note, this excludes reporting outages during significant weather events. Our restoration crews can only begin the restoration process when it's deemed safe to do so.

– **Disconnection of Service Due to Delinquency or Nonpayment:**

This applies to BELCO Customers only. We encourage you to reach out to our Customer Experience team for support with a service disconnection.

4.4 Tree Trimming

Keeping trees and foliage away from overhead power lines, BELCO substations, vaults and electrical equipment is essential for the protection of everyone.

It is the Consumers responsibility to keep trees or foliage clear from the overhead power lines as this may impact your electricity service or the electricity services of others. Trees or similar foliage that will grow to a height or width so as to impact electricity conductors should also be avoided for safety.

Consumers are encouraged to report trees or foliage interfering with overhead power lines in road verges (i.e. the strip of land between the road curbside and another boundary) or public spaces, or in areas that may be considered an unsafe space for trees or foliage. **Emergency cases should be reported right away on BELCO's outage reporting and emergencies phone number of 955.** Otherwise, Consumers can report such interference by email at treetrimming@belco.bm.

4.5 Streetlighting

BELCO recognises the importance of streetlighting for the safety of the motoring and pedestrian public, and the additional benefit that ambient lighting provides to crime deterrence. Consumers are reminded that security lighting for your property remains your responsibility.

Consumers are encouraged to promptly report streetlight outages through our online service request form – see link here: belco.bm/report-streetlight-outage.

4.6 Damage of Electrical/Electronic Apparatus (i.e. Device, Appliance, Equipment) and Spoilage

Please review BELCO's *Service Rules* for Customer responsibilities in regard to damages of electrical apparatus and spoilage – see link here: belco.bm/know-your-rate-and-bill. If you believe that an issue with your power supply caused damage to your electronic/electrical appliance or apparatus or spoilage based on a fault by BELCO, you are permitted to submit your claim for damages for consideration to our Customer Experience team.

BELCO will examine your submitted claim to determine if the damage to your electronic/electrical appliance or apparatus or spoilage was caused by a negligent act by an authorised BELCO employee, negligence related to maintenance of any part of the network or any other negligent BELCO activity.

BELCO will not honour claims for damages due to:

- Normal wear and tear failure of equipment on BELCO’s transmission or distribution system.
- Third party damage or interference with the transmission or distribution system (including vandalism, accidents and/or sabotage).
- Weather related damage, including damage related to wind, storm, flooding and lightning.
- Electrical faults on the consumer’s premises unrelated to the BELCO meter (unless the BELCO meter was worked on by an authorised BELCO employee).
- Failures of any equipment installed by the Customer or the Customer's agent.
- Damages that are a result of the failure of any connection made by the Customer or the Customer's agent unrelated to the BELCO meter (unless the BELCO meter was worked on by an authorised BELCO employee).
- Trees on the Customer’s property which interfere with the power or service lines, including trees on neighbouring properties. Consideration will be given if a tree trimming request was made with BELCO.
- Voltage deviations or interruptions experienced due to the system protecting itself during faulty conditions on the high voltage system.
- Switching surges.

Please note that the above list is not exhaustive and additional claims that fall outside those parameters may not qualify for compensation.

Claims may also be rejected, and no compensation offered, if it is found that the Customer's wiring or electrical service installation is not in keeping with the standard practice, is not fully compliant with all applicable laws, Bermuda building codes (the “Codes”) and/or has not passed inspection by the Bermuda Government Department of Planning before any connection was made to BELCO’s distribution systems.

The Customer should ensure all connections are as set forth in the relevant Codes and that the grounding for their home/property is well maintained, and within the specifications of the relevant Codes.

4.7 Company Motor Vehicle Concerns

We are committed to endorsing safe driving by our employees in our Company vehicles for the benefit of overall road safety. Should you have a concern related to the safe use of Company vehicles, including accidents involving our vehicles, we ask that you contact us by email at *info@belco.bm*.

5. HOW TO LODGE A FORMAL COMPLAINT?

If you believe that your issue was not sufficiently dealt with or resolved through making initial informal contact with us, you can make a formal complaint.

5.1 Where to Send Your Formal Complaint?

All formal complaints must be submitted in writing through our dedicated complaints email address at *complaints@belco.bm*.

5.2 What Should Your Formal Complaint Include?

Your formal complaint should include:

- Your contact details, including a valid email address, phone number and mailing address (where applicable).
- As a BELCO Customer, your service account name and account number in relation to the issue/incident.
- A summary or outline of the issue or incident, including approximate date of the issue/incident and dates of actions that were taken.
- All appropriate and relevant documentation (for example, records of previous communications with us on the matter and information supporting your claim or position).
- Where applicable, the name of Company employees, department or team that initially handled the matter to this point.

6. HOW TO LODGE A FORMAL COMPLAINT?

6.1 Acknowledgement and Review

- Once you submit your formal complaint to us you should expect to receive a reply email within one (1) business day acknowledging receipt. This reply will be emailed to the same email address from which your complaint was submitted.

- Then a CSR will review the submission to determine if it includes sufficient information to process the complaint. The details of this review will be logged in our Customer Information System (“CIS”).
- You should expect to receive a reply from our CSR within ten (10) business days either requesting more information to support us with the investigation process or you will receive confirmation that your complaint will be investigated.
- If the information received is not sufficient to initiate an investigation, the complaint review process will be halted until we receive the missing information that we requested.

6.2 Investigation Process and Resolution

- An investigation involves the internal verification and full review of the information provided by you. This process may require follow-up communication for further information or clarification.
- BELCO aims to provide an outcome of our investigation in a timely manner. The CSR handling the investigation will provide the results of our investigation, either in writing (via email) or by arranging a meeting with you and any other interested parties within 30 calendar days (“30 days”). You will be informed as the matter progresses to a conclusion and be given a reason if there is a delay in attaining an outcome beyond the 30 days by the CSR conducting your investigation.
- Where it is confirmed that the complaint holds merit and BELCO fell short, a proposed resolution that is proportionate to the specific issue raised will be determined. The Customer Experience Manager will review and approve the recommended resolution. At this stage, the proposed resolution will be communicated to you in writing and will include a recommended remedy (where applicable). You are invited to review and respond to any explanation and proposals provided by the Company.

6.3 Remedies

Remedies are determined on a case-by-case basis. The remedies that may be employed for a complaint resolution will be determined by BELCO and may include an apology, explanation, compensation and/or remedial action.

6.4 Escalating a Complaint Resolution Within the Company

If you are dissatisfied with the outcome of our investigation and the proposed remedy offered, you must inform BELCO Customer Experience in writing of such dissatisfaction within twenty-eight (28) calendar days. If we do not receive written notice within this time frame, we will deem your complaint closed.

Notice of your dissatisfaction with the outcome will result in a second review by the Director, Retail Operations in the first instance. Where necessary, the matter may be escalated further to the Managing Director, Transmission, Distribution & Retail (“TD&R”) for review and a decision.

6.5 Escalating a Complaint Resolution Outside of the Company

If your efforts to resolve your dissatisfaction with your complaint resolution are exhausted within the Company, you may also contact the Department of Consumer Affairs or refer the matter to the RA in accordance with Section 57 of the *Regulatory Authority Act 2011*.

6.6 Recording and Sharing Complaints Data

All formally submitted complaints are recorded in the Company’s CIS and are retained according to our data management and retention requirements or otherwise by law.

All concerns and formal complaint engagements with the Company are subject to the Company’s privacy requirements.

The RA’s *Principles of Consumer Protection General Determination* requires us to publish some anonymised statistical reports of Consumer complaints to the RA on a periodic basis.

7. LIMITATIONS

The purpose of this Policy is to ensure that BELCO upholds its commitment to excellent customer service and as required by the RA. This Policy is not intended to create third party rights or duties to form part of any new contractual agreement between the Company and Consumers.

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