

# PROPOSED DRAFT ENERGY (ELECTRICITY RELIABILITY, QUALITY OF SUPPLY AND SERVICE) REGULATIONS, 2024

.....2024

LEGAL NOTICE NO. ....]

## THE ENERGY ACT, 2019 (No. 1 of 2019)

IN EXERCISE of the powers conferred by Sections 167(L) and 208 of the *Energy Act 2019*, the Cabinet Secretary for Energy makes the following Regulations:

## THE ENERGY (ELECTRICITY RELIABILITY, QUALITY OF SUPPLY AND SERVICE) REGULATIONS, 2024

### ARRANGEMENT OF REGULATIONS

#### PART I – PRELIMINARIES

1. Citation
2. Interpretation
3. Purpose of these Regulations
4. Application

#### PART II: RELIABILITY AND QUALITY OF SUPPLY PERFORMANCE STANDARDS

5. Guaranteed Performance Standards

#### PART III: QUALITY OF SERVICE STANDARDS FOR DISTRIBUTION/RETAIL SUPPLY LICENSEES

6. Customer Service Charter and Supply Contract
7. Interruption of Supply
8. Emergency Discontinuation of Supply
9. Reconnection of Supply
10. Disputes on Electricity Bills
11. Provision of Information to Consumers by the Licensee
12. Handling of Complaints by the Licensee

#### PART IV: QUALITY OF SERVICE STANDARDS FOR SYSTEM OPERATOR, GENERATION AND TRANSMISSION LICENSEES

13. Quality of Service Standards for System Operator
14. Quality of Service Standards for Generation and Transmission Licensee

## **PART V: DATA AND REPORTING REQUIREMENTS**

15. Provision of Information to the Authority
16. Reporting Obligations

## **PART VI: COMPLIANCE MONITORING AND ENFORCEMENT ACTIONS**

17. Monitoring of Compliance and Data Audit by the Authority
18. Offences and Penalties
19. Enforcement Proceedings
20. Compensation by Licensees
21. Exceptions to Penalties and Compensation Payment
22. Complaint and Dispute Resolution

## **PART VII: TRANSITIONAL PROVISIONS AND COMMENCEMENT**

23. Transitional provisions
24. Commencement

## **SCHEDULES**

<b>First Schedule</b>	Form of Supply Contract
<b>Second Schedule</b>	Minimum Requirements of a Customer Service Charter
<b>Third Schedule</b>	Reports Required by the Authority and System Operator
<b>Fourth Schedule</b>	Reliability, Quality of Supply and Quality of Service Performance Indicators
<b>Fifth Schedule</b>	Compensation Application Process
<b>Sixth Schedule</b>	Compensation Computation
<b>Seventh Schedule</b>	Report for Property Damage/Bodily Injury Due to Failure of Supply, Poor Quality of Supply
<b>Eighth Schedule</b>	Customer Complaint Form

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**IN EXERCISE** of the powers conferred by Sections 167(L) and 208 of the *Energy Act 2019*, the Cabinet Secretary for Energy makes the following Regulations:

**THE ENERGY (ELECTRICITY RELIABILITY, QUALITY OF SUPPLY AND SERVICE) REGULATIONS, 2024**

**PART I: PRELIMINARIES**

<b>Citation</b>	1.	These Regulations may be cited as the Energy (Electricity Reliability, Quality of Supply and Service) Regulations, 2024.
<b>Interpretation</b>	2.	<p>a. In these Regulations, unless the context otherwise requires –</p> <p>“<b>Act</b>” means the Energy Act, 2019 and any revision thereof;</p> <p>“<b>Agreement</b>” or “<b>Contract</b>” means a written legally binding understanding or arrangement entered into between licensees or a Licensee and a Consumer under this regulation;</p> <p>“<b>Ancillary Services</b>” has the meaning assigned to it under subsection 138(11) of the Act;</p> <p>“<b>Applicant</b>” means a person who files an application for compensation</p> <p>“<b>Authority</b>” means the Energy and Petroleum Regulatory Authority established under Section 9(1) of the Act;</p> <p>“<b>Availability</b>” means the fraction of a given operating period in which assets relating to Generation, Transmission or Distribution of electrical power are present without any outages;</p> <p>“<b>Compensation</b>” means the payment made by a Licensee to a person whose premises experiences electricity supply failure or poor quality, due to negligence or avoidable default by the Licensee;</p> <p>“<b>Complaint</b>” means formal expression of dissatisfaction with the service in accordance with Regulation 24;</p> <p>“<b>Complainant</b>” means a Consumer or any person who lodges a complaint in accordance with Regulation 24;</p> <p>“<b>Consequential Loss</b>” means an indirect adverse impact caused by damage to a person’s or business property or equipment;</p> <p>“<b>Consumer</b>” has the same meaning as defined in Section 2 of the Act;</p>

	<p><b>“Customer Average Interruption Duration Index (CAIDI)”</b> means the average electrical power outage duration that any given Consumer would experience, measured in hours;</p> <p><b>“Day”</b> means a calendar day unless notified otherwise;</p> <p><b>“Data”</b> means values, parameters and information pertaining to quality of electricity supply;</p> <p><b>“Derogation”</b> means a waiver issued by the Authority exempting or suspending a Licensee’s obligations to implement or comply with a provision of the Grid Code or the Performance Standards;</p> <p><b>“Dispute”</b> means disagreement that exists when the parties acting on their own and in good faith have failed to reach an amicable resolution of a complaint;</p> <p><b>“Distribution”</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>“Distribution Network”</b> has the same meaning as Distribution System defined in Section 2 of the Act;</p> <p><b>“Distribution Licence”</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>“Distribution Licensee”</b> means a person granted a distribution licence under the Act;</p> <p><b>“Distribution Losses”</b> means the difference between the electrical energy entering the Distribution Network from the Transmission Network, another Distribution Network and/or embedded generation, and the electrical energy exiting the distribution network, for consumption purposes in percentage terms for a period of twelve (12) months;</p> <p><b>“Electric Supply Line”</b> “has the same meaning as defined in Section 2 of the Act.</p> <p><b>“Electrical Energy”</b> has the same meaning as defined in Section 2 of the Act.</p> <p><b>“Financial Loss”</b> means direct monetary loss associated with poor quality of electricity supply and excludes all indirect damage including but not limited to loss of earnings incurred by a party, essential loss of operational utility in the place of electricity use, and any damage that is hard to foresee;</p> <p><b>“Force Majeure”</b> means uncontrollable circumstances or events that are not the fault of any party, which prevent or make it impossible for a party to perform their obligations under the contract, including but not limited to war, flooding, pandemic, acts of God and extreme weather;</p>
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	<p><b>"Generation Licensee"</b> means a person granted a generating licence under the Act;</p> <p><b>"Generating Plant"</b> means any electric power facility or apparatus delivering electrical energy to the Grid. Generating Plants shall be understood to be comprised of one or more Generating Units which make up the total plant capacity and may be individually controllable;</p> <p><b>"Grid"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Grid Code"</b> means either the Kenya National Transmission Grid Code or the Kenya National Distribution Grid Code;</p> <p><b>"Harmonic"</b> means the sinusoidal voltage and current having frequency that is an integral multiple of the fundamental frequency;</p> <p><b>"Harmonic Distortion"</b> means the presence of harmonics in a power system;</p> <p><b>"Illegal Connection"</b> means any connection to electricity that has not been sanctioned by the licensee;</p> <p><b>"Irregularity of Electricity Supply"</b> means inconsistencies in power supply;</p> <p><b>"Licence"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Licensee"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Major fault"</b> means a fault that would require capital intensive equipment replacement to rectify;</p> <p><b>"Measurement Systems"</b> means methods, tools and equipment used for collection, analysis and presentation of data;</p> <p><b>"Meter"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Minor fault"</b> means a fault that is not a major fault;</p> <p><b>"Network Service Contract"</b> means the written agreement between licensees for Transmission/Distribution service associated with the conveyance and controlling the conveyance of electricity through the Network;</p> <p><b>"Non-technical complaints"</b> includes complaints relating to billing and general inquiries;</p> <p><b>"Off-grid Systems"</b> means stand-alone electrical power generating and distribution systems including mini-grids and micro-grids;</p>
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	<p><b>"OSHA"</b> means the Occupational Safety and Health Act;</p> <p><b>"Outage"</b> means the loss of ability of a component to deliver power;</p> <p><b>"Paid-Up Consumer"</b> means a person who has been issued with a quote for the connection charges of the power supply connection and has fully paid;</p> <p><b>"Performance Standard"</b> means the minimum standards of performance that a Licensee must achieve in their undertaking;</p> <p><b>"Person"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Planned Interruption"</b> means the loss of electric power to one or more consumers that results from a planned outage;</p> <p><b>"Planned Outage"</b> means the intentional disabling of a component's capability to deliver power, done at a preselected time, usually for the purposes of construction, preventative maintenance;</p> <p><b>"Power Purchase Agreement"</b> means a contract, usually long term, between parties for the sale of electrical energy at predetermined prices or price formulae;</p> <p><b>"Quality of Supply"</b> means power supply that meets the Performance Standards laid out in these Regulations and the Grid Code including but not limited to frequency limits, voltage limits, harmonic distortions, and voltage flickers;</p> <p><b>"Quality of Service"</b> means the required standards of service levels between a Licensee and third party or between licensees including but not limited to provision of a new connection, meter reading, billing, payments, handling of consumer requests and complaints;</p> <p><b>"Reliability of Supply"</b> means the ability of a Licensee to maintain electricity supply to consumers. This is primarily determined by the duration (SAIDI) and frequency (SAIFI) of interruption, and average restoration time (CAIDI) of power supply interruptions;</p> <p><b>"Retail Supply Licence"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Retail Supply Licensee"</b> means the holder of a retail supply licence;</p> <p><b>"Rural Area"</b> has the same meaning as defined in the Grid Code;</p>
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	<p><b>"Supply"</b> in relation to electricity, means the sale of electricity to a Licensee or Consumer;</p> <p><b>"Sustained Interruption"</b> means any interruption that lasts more than 5 minutes;</p> <p><b>"System Average Interruption Duration Index" (SAIDI)</b> means total duration of interruption for the average consumer during a predefined period of time;</p> <p><b>"System Average Interruption Frequency Index" (SAIFI)</b> means the average number of times that the average consumer experiences a sustained interruption over a predefined period of time;</p> <p><b>"System Operations"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"System Operator"</b> means the person responsible for the functions assigned to it under Section 138(1) and (2) of the Act;</p> <p><b>"Tariff"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Technical complaints"</b> includes complaints relating to broken conductors, faulty or broken transformers, distributor's fuse operation, fallen poles, voltage fluctuations, faulty meters, blackouts, and supply quality;</p> <p><b>"Transmission"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Transmission Licensee"</b> means a person granted a transmission licence under the Act;</p> <p><b>"Transmission Losses"</b> means the difference between the electrical energy entering the transmission network from the generation plant and/or another transmission network and exiting the transmission network to another transmission network, distribution network or End-user in percentage terms for a particular period;</p> <p><b>"Transmission System"</b> has the same meaning as defined in Section 2 of the Act.</p> <p><b>"Tribunal"</b> means the Energy and Petroleum Tribunal established under section 25 of the Act;</p> <p><b>"Undertaking"</b> has the same meaning as defined in Section 2 of the Act;</p> <p><b>"Unplanned Interruption"</b> means the loss of electric power to one or more consumers that does not result from a planned outage;</p>
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		<p><b>“Urban Area”</b> has the same meaning as defined in the Grid Code;</p> <p><b>“Wayleave”</b> means an easement or right of way granted by a landowner and/ or representatives for purposes such as the erection of electricity infrastructure; and</p> <p><b>“Wayleave Trace Area”</b> means the area under, on and above the surface to be freed of any infringements to any electricity infrastructure and used for the construction, operation, maintenance and repair of electricity infrastructure.</p> <p>b. In these Regulations, unless the context otherwise requires-</p> <p>(i) any reference to a numbered Regulation or Schedule is a reference to the Regulation or Schedule bearing that number in these Regulations;</p> <p>(ii) any reference to a numbered sub regulation is a reference to the sub regulation bearing that number in the Regulation in which the reference occurs;</p> <p>(iii) words importing the singular include the plural and vice versa; and</p> <p>(iv) words importing a gender include any gender.</p>
<b>Purpose of these Regulations</b>	3.	The purpose of these Regulations is to promote the provision of reliable and quality supply of electricity, and quality services offered by generators, transmitters, distributors and retailers of electricity.
<b>Application</b>	4.	These Regulations shall be applicable to the importation, exportation, generation, transmission, distribution and retail supply of electrical energy including grid connected and off grid systems.
<b>PART II: RELIABILITY AND QUALITY OF SUPPLY PERFORMANCE STANDARDS</b>		
<b>Guaranteed Performance Standards</b>	5.	<p>(1) A Licensee and/or System Operator shall meet the Guaranteed Performance Standards set out in the Grid Code or as prescribed by the Authority.</p> <p>(2) A Licensee who fails to meet Guaranteed Performance Standards commits an offence and shall be liable to the penalties set out under these Regulations.</p> <p>(3) A Licensee and/or System Operator is exempted from the application of sub regulation (1) if the cause of poor performance is directly due to Force Majeure or third-party interference, provided that the Licensee has used reasonable efforts to comply with the Guaranteed Performance Standards.</p>
<b>PART III: QUALITY OF SERVICE STANDARDS FOR DISTRIBUTION/RETAIL SUPPLY LICENSEES</b>		



<p><b>Customer Service Charter and Supply Contract</b></p>	<p>6.</p> <ol style="list-style-type: none"> <li>(1) A Licensee shall develop and submit a Customer Service Charter and a Supply Contract to the Authority for approval at least once every three years.</li> <li>(2) The Supply Contract in sub regulation (1) shall be in the form set out in the First Schedule.</li> <li>(3) A Customer Service Charter submitted to the Authority shall, at a minimum, contain the information requirements set out in Second Schedule</li> <li>(4) The timelines proposed in the Customer Service Charter shall not exceed timelines set out in the Second Schedule.</li> <li>(5) The Authority shall review the Customer Service Charter and communicate its decision in writing to the distribution or retail licensee within sixty (60) days.</li> <li>(6) Where a distribution or retail supply licensee fails to submit a Customer Service Charter as provided in sub regulation (1), the Authority shall prescribe a Customer Service Charter within sixty (60) days to be adhered to by the Licensee.</li> <li>(7) A distribution or retail supply licensee shall publish its Customer Service Charter and display the same in areas that are accessible to its Customers.</li> <li>(8) A Licensee who fails to adhere to the Customer Service Charter requirements commits an offence and shall be liable to the penalty set out under Regulation 18.</li> <li>(9) A Licensee who fails to publish and display the Customer Service Charter in its website or their commercial offices commits an offence and shall be liable to the penalty set out under Regulation 18.</li> </ol>
<p><b>Interruption of Supply</b></p>	<p>7.</p> <ol style="list-style-type: none"> <li>(1) A Distribution or Retail Supply Licensee may disconnect supply of electricity to a Consumer, in line with the Grid Code, where; <ol style="list-style-type: none"> <li>(a) the Consumer fails to pay the bills for the electrical energy consumed for more than the period specified in the Supply Contract or for more than thirty (30) days or, from the date of demand for payment of undisputed bills.</li> <li>(b) the Consumer fails or neglects to make good any defects in his installation; provided that those defects and the period within which such defects are to be rectified, have been communicated to the consumer in writing;</li> <li>(c) the Consumer fails to carry out periodic testing within the stipulated timelines;</li> <li>(d) the Consumer uses or permits to be used such supply for any purpose other than the one indicated in the Supply Contract or in a manner that endangers public safety;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>(e) the Consumer denies the Licensee's authorised officer access to the Electric Supply Lines or any meters on the premises under the control of the Consumer following the Licensee's issuance of a not less than forty-eight (48) hour notice for access;</li> <li>(f) the premises or part thereof is the subject of an order for demolition made at the instance of a Public or County;</li> <li>(g) the supply of electrical energy is prohibited by law to such premises or part thereof;</li> <li>(h) in compliance to an order issued by the Authority;</li> <li>(i) a Consumer requests for disconnection of supply.</li> <li>(j) The connection is illegal.</li> </ul> <p>(2) A Distribution or Retail Supply Licensee may interrupt electricity supply to a Consumer for the purpose of carrying out planned maintenance, including repair and installation of new equipment.</p> <p>(3) A Distribution or Retail Supply Licensee shall notify a Consumer(s) of any planned interruption of supply at least forty-eight (48) hours before the time of commencement of the planned interruption.</p> <p>(4) The notification of planned interruption in sub-regulation (3) shall be through short message service (SMS) and print media.</p> <p>(5) In addition to the communication channels in sub-regulation (4), a Distribution or Retail Supply Licensee may use any of the following: consumer registered electronic mail, public notice, radio broadcast, Distribution or Retail Supply Licensee's website and social media, and any other appropriate information technology system.</p>
<p><b>Emergency Discontinuation of Supply</b></p>	<p>8.</p> <ul style="list-style-type: none"> <li>(1) A Distribution or Retail Supply Licensee may, in an emergency situation, disconnect or interrupt supply to a Consumer without notice.</li> <li>(2) The Licensee shall notify the Consumer through electronic mail, SMS, website and social media or any other appropriate information technology system within two (2) hours after such disconnection, the nature of the emergency and the estimated restoration time.</li> <li>(3) An emergency situation under sub regulation (1) may include but is not limited to threats to safety of a person(s), hazard to equipment or threat to power system security.</li> <li>(4) A Distribution and Retail Supply Licensee shall submit to the Authority: <ul style="list-style-type: none"> <li>(a) by electronic mail information with preliminary analysis of the incident within eight (8) hours from the beginning of the emergency.</li> </ul> </li> </ul>

		<p>(b) within five (5) business days after the end of an emergency interruption that affects a significant portion of its undertaking, a detailed report of the event, its consequences and any remedial action to be taken to avoid or mitigate a similar incident in the future.</p> <p>(5) A Licensee who fails to comply with sub regulation (2) and (4) commits an offence and shall be liable to the penalties set out under Regulation 18.</p>
<p><b>Reconnection of Supply</b></p>	<p>9.</p>	<p>(1) Where a Distribution or Retail Supply Licensee disconnects service to a Consumer for non-payment, the Licensee shall reconnect the service of the Consumer within twenty-four (24) hours of payment of;</p> <p>(a) the full amount owed or execution of a payment agreement;</p> <p>(b) reconnection charges; and</p> <p>(c) any other lawful charges related to the service</p> <p>(2) Subject to sub regulation (1), service disconnected by a Licensee shall be restored as follows-</p> <p>(a) where the service was disconnected due to violation of any regulation by the Consumer, the Consumer shall be reconnected within twenty-four (24) hours from the time the Licensee receives evidence that the violation has been remedied; or</p> <p>(b) where the supply is disconnected due to planned outage the supply shall be restored within twelve (12) hours from the time of interruption; or</p> <p>(c) where the supply is interrupted under sub regulation 8(2) the Licensee shall reconnect the service within twenty-four (24) hours of the defect being remedied and confirmatory tests carried out; or</p> <p>(d) where the supply is disconnected due to an unplanned outage caused by a minor fault, the supply shall be restored within twelve (12) hours for urban areas and twenty-four (24) hours for rural areas from the time of interruption; or</p> <p>(e) where the supply is disconnected due to an unplanned outage caused by a major fault that would require capital intensive equipment replacement, the supply shall be restored within one hundred and twenty (120) hours for urban areas and two hundred and forty (240) hours for rural areas from the time of interruption.</p>
<p><b>Disputes on Electricity Bills</b></p>	<p>10.</p>	<p>(1) Disputes on electricity bills between a Licensee and a Consumer may be resolved amicably between the licensee and the consumer within a reasonable time.</p> <p>(2) Where a dispute is not resolved under sub-regulation (1), disputes on electricity bills between a Licensee and a Consumer</p>

		<p>may be referred to the Authority, which shall determine the matter within sixty (60) days from the date the matter is referred to the Authority.</p> <p>(3) Where a dispute on electricity bills between a Licensee and a Consumer has been referred to the Authority for determination, the Consumer shall remain connected until the dispute is determined.</p> <p>(4) The Consumer shall pay any undisputed portion of the electricity bill pending final determination of the matter by the Authority.</p>
<p><b>Provision of Information to Consumers by the Licensee</b></p>	<p>11.</p>	<p>(1) A Distribution or Retail Supply Licensee shall provide the information and carry out the following activities -</p> <p>(a) maintain a current set of maps showing the physical locations of its service centres;</p> <p>(b) notify Consumers affected by a change in Tariff or schedule classification;</p> <p>(c) post a notice in a visible place in its business offices where applications for service are received, informing the public that copies of the Tariff schedules and rules relating to the service of the Distribution Licensee as filed with the Authority are available for inspection;</p> <p>(d) inform its Consumers as to the method of reading meters;</p> <p>(e) provide a telephone service that operates twenty-four (24) hours a day, seven days a week, to receive notice of, and give information concerning service interruptions, complaints and queries. A Licensee shall undertake to answer all telephone calls and attend all emergencies within timelines as prescribed in the approved Customer Service Charter;</p> <p>(f) provide Consumers with a Customer Service Charter in the form set out in Second Schedule to share information on the services provided to the Consumer.</p> <p>(2) A Distribution or Retail Supply Licensee shall on request, provide a Consumer with information on: -</p> <p>(a) meter readings for electricity supply to the Consumer's premises;</p> <p>(b) bill or payment history; and</p> <p>(c) load profiles and power factors, where applicable.</p>
<p><b>Handling of Complaints by the Licensee</b></p>	<p>12.</p>	<p>(1) A Distribution or Retail Supply Licensee shall:</p> <p>(a) develop procedures, to be approved by the Authority, for handling complaints relating to electricity reliability, quality of supply, billing and quality of service;</p> <p>(b) maintain a record of information about the identity of the complainant, contact details, type of malfunction or complaint and the location of the Consumer premises. In case of interruptions, the licensee shall provide information</p>

	<p>on the outage time and the time taken to reconnect the complainant, and all such matters established in the Grid Code; and</p> <p>(c) whenever requested to do so by the Authority, review the complaint resolution procedures with a view to effect improvements.</p> <p>(2) A Distribution or Retail Supply Licence shall within forty-eight (48) hours from receipt of a complaint, investigate the matter and advise the complainant in writing either through SMS, electronic mail or letter on the findings of the investigation.</p> <p>(3) For the purposes of sub-regulation (2), the Licensee shall resolve the Consumer's complaint in accordance with its complaints handling and dispute resolution procedures to the extent that the Licensee's procedures are not inconsistent with these regulations or the Act—</p> <p>(a) technical complaints within seven (7) working days; and</p> <p>(b) non-technical complaints within thirty (30) working days.</p>
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**PART IV: QUALITY OF SERVICE STANDARDS FOR SYSTEM OPERATOR, GENERATION AND TRANSMISSION LICENSEES**

<b>Quality of Service Standards for System Operator</b>	<p>13. (1) A System Operator shall develop and submit a Service Level Agreement, and Dispatch and Operations Guidelines to the Authority for approval.</p> <p>(2) The Service Level Agreement shall be submitted to the Authority within thirty (30) days of the start of the System Operator's financial year. It shall include:</p> <p>(a) outage management;</p> <p>(b) demand and generation forecasting;</p> <p>(c) system availability; and</p> <p>(d) contingency management.</p> <p>(3) The Dispatch and Operations Guidelines shall be submitted to the Authority within thirty (30) days of the start of the System Operator's financial year. It shall include:</p> <p>(a) backup procedures;</p> <p>(b) management of system imbalances;</p> <p>(c) economic dispatch;</p> <p>(d) grid stability and reliability;</p> <p>(e) emergency response and contingency planning;</p> <p>(f) communication and coordination procedures among stakeholders; and</p> <p>(g) compliance with the procedures and regulations in the Grid Code.</p>
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		(4) A System Operator who fails to submit to the Authority a Service Level Agreement, and Dispatch and Operations Guidelines commits an offence and shall be liable to the penalties set out under Regulation 18.
<b>Quality of Service Standards for Generation and Transmission Licensees</b>	14.	<p>(1) A generation or transmission Licensee shall conduct its undertaking in a manner that complies with the Grid Code, their Power Purchase Agreement, conditions in their generation or transmission licence, network service contract and any other applicable laws and standards.</p> <p>(2) A generation or transmission Licensee shall submit a schedule of planned outages to the System Operator as per provisions of the Grid Code.</p> <p>(3) A generation or transmission Licensee shall notify the Authority in writing of any unplanned interruption affecting a generating unit or transformer exceeding 20 MVA, substation or transmission line not later than forty-eight (48) hours after their occurrence.</p> <p>(4) A generation or transmission Licensee who fails to submit to the System Operator planned outages schedule commits an offence and shall be liable to the penalties set out under Regulation 18.</p> <p>(5) A generation or transmission Licensee who fails to notify the Authority and the System Operator of any unplanned interruption within the timelines prescribed under these Regulations commits an offence and shall be liable to the penalties set out under Regulation 18.</p>
<b>PART V: DATA AND REPORTING REQUIREMENTS</b>		
<b>Provision of Information to the Authority</b>	15.	<p>(1) A Licensee shall collect, analyse and maintain such data, information and statistics relating to its undertaking to enable it monitor and report to the Authority on the reliability and quality of supply as well as quality of service.</p> <p>(2) Data and information collected by a licensee shall be kept for a period of at least seven (7) years.</p> <p>(3) A Licensee shall provide reports to the Authority on their performance with the information and timelines as set out in the Second Schedule.</p> <p>(4) A Licensee shall establish methods and measurement systems and submit annually to the Authority for approval.</p> <p>(5) The Authority may request, notwithstanding sub regulation (2), the Licensee to furnish it with any information relating to their operations under their Licence.</p> <p>(6) A Licensee shall provide the System Operator and/or other Licensees with such information as may be reasonably required</p>

		to ensure secure and efficient operation, coordinated development and inter-operability of the electricity network.
<b>Reporting Obligations</b>	16.	<p>(1) The System Operator shall consolidate planned outages of generators and transmission systems and report annually to the Authority in the form and manner prescribed in the Third Schedule.</p> <p>(2) A Distribution or Retail Supply Licensee shall report monthly and annually to the Authority on the reliability and quality of supply as well as the quality-of-service performance indicators prescribed in the Fourth Schedule. The report shall be as per the format prescribed in the Third Schedule.</p> <p>(3) A Distribution Licensee shall submit to the Authority biannual reports on Consumer Complaints.</p> <p>(4) A Distribution Licensee shall submit to the Authority biannual reports on Distribution Energy Losses with aggregated information on losses in the format and manner prescribed by the Authority.</p> <p>(5) A Distribution Licensee shall undertake Distribution System studies at least once every three (3) years to determine the technical and non-technical losses, adherence to Guaranteed Performance Standards and any other relevant studies that may be prescribed by the Authority.</p> <p>(6) The Generation Licensee shall provide the Authority and/or System Operator with monthly and annual performance indicators for each generating plant in the format and manner prescribed by the Authority and/or the System Operator.</p> <p>(7) The Transmission Licensee shall provide the Authority and/or System Operator with monthly and annual performance indicators for its transmission network in the format and manner prescribed by the Authority and/or the System Operator.</p> <p>(8) The Transmission Licensee shall submit to the Authority biannual reports on transmission energy losses with aggregated information on losses in the format and manner prescribed by the Authority.</p>
<b>PART VI: COMPLIANCE MONITORING AND ENFORCEMENT ACTIONS</b>		
<b>Monitoring of Compliance and Data Audit by the Authority</b>	17.	<p>(1) The Authority may audit the reliability and quality of supply, quality of service data and information maintained by a Licensee. The Authority shall give seven (7) days written notice to the Licensee prior to the planned audit.</p>

		<p>(2) A Licensee shall give officers of the Authority or its agents access to the Licensee's undertakings for the purposes of conducting data audit or inspections for ascertaining if the provisions of these Regulations and the Act are complied with.</p> <p>(3) Any Licensee who, without reasonable cause, resists, hinders or obstructs the Authority or the Authority's agent from carrying out an audit or inspection shall be liable to a penalty.</p>
<p><b>Offences and Penalties</b></p>	<p>18.</p>	<p>(1) A person who fails to submit the monthly report by the 14<sup>th</sup> day of the subsequent month commits an offence and shall be liable to a fine of Kes 30,000/-.</p> <p>(2) A person who fails to submit the biannual report by the 20<sup>th</sup> day of the subsequent month commits an offence and shall be liable to a fine of Kes 50,000/-.</p> <p>(3) A person who fails to submit an annual report within 120 days after the end of the financial year commits an offence and shall be liable to a fine of Kes 100,000/-.</p> <p>(4) A System Operator who fails to submit to the Authority a Service Level Agreement and Dispatch Operations Guidelines commits an offence and is liable to a fine of Kes 100,000.</p> <p>(5) A generation licensee who fails to submit to the System Operator a 52-weeks-ahead outage plan per generating plant showing planned outages schedule by the 31<sup>st</sup> December of each year commits an offence and is liable to a fine of Kes 100,000 per month for each of the months that the breach continues.</p> <p>(6) A person who delays in communicating meter testing results to Consumer as per the Customer Service Charter commits an offence and is liable to a fine of Kes 1,000/= for each day of the delay.</p> <p>(7) A person who delays in responding to Consumer complaints as per the customer service charter commits an offence and is liable to a fine of Kes 1,000/- per month for the total delays.</p> <p>(8) A person who fails to give Consumers 48 hours prior notice for planned interruption commits an offence and is liable to a fine of Kes 1,000 per interruption.</p> <p>(9) A person who delays or hinders or obstructs the Authority from carrying out audit or inspection without reasonable cause commits an offence and is liable to a fine of Kes 1,000 for each day that the incident persists.</p> <p>(10) A Generation Licensee who fails to achieve the Grid Code Guaranteed Performance Standards in terms of frequency, terminal voltage or power factor commits an offence and is liable to a fine of Kes 1,000/- per month for each violation.</p> <p>(11) A Transmission Licensee who fails to achieve the Grid Code transmission licensee Guaranteed Performance Standards in</p>



	<p>terms of voltage deviations, harmonic distortion, voltage flicker, and transmission line annual Availability commits an offence and is liable to a fine of Kes 1,000/- per month for each violation.</p> <p>(12) A Distribution Licensee who fails to achieve the Grid Code Guaranteed Performance Standards in terms of voltage limits, harmonic distortion, voltage flicker, and Forced Interruptions tolerances approved by the Authority commits an offence and is liable to a fine of Kes 20,000/- per year.</p> <p>(13) A Retail Supply Licensee who fails to achieve the Grid Code Guaranteed Performance Standards in terms of voltage limits and Forced Interruptions tolerances approved by the Authority commits an offence and is liable to a fine of Kes 20,000/- per year.</p> <p>(14) Where no such fines are prescribed, the person shall be liable to a fine of Kes 20,000 per month for each breach in accordance with these Regulations.</p> <p>(15) The fines or penalties in these Regulations are without prejudice to the Authority's right to suspend or revoke the licensee's licence or certificate in accordance with the Act.</p> <p>(16) Any fines or penalties which are not paid shall be a civil debt recoverable summarily.</p>
<p><b>Enforcement Proceedings</b></p>	<p>19. (1) When it is proved that a Distribution or Retail Supply Licensee is in violation of performance standards or their reporting obligations:</p> <p>(a) The Authority may issue an order requiring the Distribution or Retail Supply Licensee to take specific actions in order to rectify the violation; and</p> <p>(b) Where the Distribution or Retail Supply Licensee does not address the non-compliance as ordered by the Authority, the Authority may commence enforcement proceedings, which may consist of monetary sanctions set out in Regulation 18, licence suspension or revocation.</p> <p>(2) Before commencing the enforcement proceedings;</p> <p>(a) The Authority shall give a notice in writing of not less than Thirty (30) days to the Licensee requiring them to show cause why they should not be penalized.</p> <p>(b) The notice shall state clearly the default(s).</p> <p>(c) The Distribution or Retail Supply Licensee shall within the timelines stated in the Notice respond in writing to the Authority.</p> <p>(3) The penalties for the breach of performance standards or reporting obligations are as specified in Regulation 18.</p> <p>(4) Any penalty imposed by the Authority under these Regulations shall be paid not later than One Hundred and Twenty (120) days</p>

		<p>from the date of such demand.</p> <p>(5) Where a penalty under these Regulations remains unpaid, the Authority may consider, during a tariff review process, the penalties accrued by a licensee in the period immediately preceding tariff control period and subtract these penalties from the licensees revenue requirements to determine the licensee's applicable tariff.</p>
<b>Compensation by Licensees</b>	20.	<p>(1) A Licensee shall be liable to pay appropriate compensation to a person if there is breach in quality of supply or irregularity of electricity supply by the Licensee, provided that the breach is reported to the Licensee in writing within Thirty (30) days of occurrence of the breach.</p> <p>(2) A claim for compensation shall be lodged in writing within twelve (12) months of the breach in respect of which the claim is made.</p> <p>(3) All payments for compensation under these Regulations shall be made by the Licensee within ninety (90) days after determination of the claim.</p> <p>(4) The Licensee may elect to make payment for compensation in the form of:</p> <p>(a) credit on the next monthly bill for customers who receive a bill; or</p> <p>(b) prepaid electricity token;</p> <p>(5) A person may apply for compensation following the application process set out in the Fifth Schedule and making the application on Form 1 set out in the Seventh Schedule.</p> <p>(6) Claims for compensation shall be computed as set out in the Sixth Schedule.</p> <p>(7) The Licensee shall keep a record of all claims compensated through any mode for a period of seven (7) years from the date of reporting.</p>
<b>Exceptions to Penalties and Compensation Payment</b>	21.	<p>(1) A Licensee shall not be liable to pay any penalty or compensation under these Regulations if the failure, poor quality or irregularity of electricity supply was:</p> <p>(a) Caused by;</p> <p>(i) third party interference to the Licensee's Electric Supply Lines;</p> <p>(ii) an inevitable accident;</p> <p>(iii) force majeure;</p> <p>(iv) an electrical fault on the Consumer's side beyond the Consumer Metering Point;</p> <p>(v) illegal activities and unauthorized access to the Licensee's infrastructure;</p> <p>(vi) the Consumer's own fault.</p>

		<p>(b) so slight as not to materially affect the quality or value of the supply in accordance with the Grid Code;</p> <p>(c) not reported within thirty (30) days of the breach in accordance with Regulation 22(1);</p> <p>(d) claim for compensation not lodged in writing within twelve (12) months of the breach.</p> <p>(2) Third party interference to the Licensee's Electric Supply Lines includes but not limited to:</p> <p>(a) Substantial loss of generation affecting major parts of the country;</p> <p>(b) Faults on transmission grid not owned by the Licensee;</p> <p>(c) Excavation of Licensee's infrastructure during road constructions;</p> <p>(d) Inability to gain access to the Consumer's premises;</p> <p>(e) Vandalism of Electric Supply Lines of the Licensee;</p> <p>(f) Interference of Electric Supply Lines by vehicles, animals, and aircrafts;</p> <p>(g) Falling trees and buildings outside the wayleave trace area; and</p> <p>(h) Interference of wayleave trace area.</p> <p>The burden of proof on the inevitability of an accident lies with a Licensee.</p>
<p><b>Complaint and Dispute Resolution</b></p>	<p>22.</p>	<p>(1) Complaints may be lodged by:</p> <p>(a) A Consumer who is not satisfied with or is affected by the electrical energy supplied;</p> <p>(b) Any person who experiences breach in quality of supply or irregularity of electricity supply.</p> <p>(2) Complaints lodged under sub regulation (1) may be submitted to the Licensee either verbally, or in writing using the template set out in Form 2 of the Eighth Schedule.</p> <p>(3) Where a complaint is lodged verbally, the Licensee shall record it in writing.</p> <p>(4) Where the Consumer is dissatisfied with the Distribution Licensee's resolution or response to the complaint, the Consumer may refer the complaint to the Authority for resolution.</p> <p>(5) Any Consumer who is aggrieved with a decision of the Authority under this Regulation may prefer an appeal to the Tribunal in accordance with Section 197 of the Act.</p>
<p><b>PART VII: TRANSITIONAL PROVISIONS AND COMMENCEMENT</b></p>		
<p><b>Transitional Provisions</b></p>	<p>23.</p>	<p>The reliability Performance Indicator tolerance requirements shall not be enforced during Phase 1 as outlined in the Distribution Grid Code.</p>

<b>Commencement</b>	24.	These regulations shall come into effect immediately upon gazettelement by the Cabinet Secretary.
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**FIRST SCHEDULE (r.6(2))**

**FORM OF SUPPLY CONTRACT**

<b>1. <u>Customer Data</u></b>			
Surname/ Company Name:		First Name:	Middle Name
ID/Passport/Certificate of Registration No.:	PIN:	P.O. Box: Postal Code	
Mobile No:		Email address:	
Estate/Village:		Street/Road:	
Town of residence:		County of residence:	
Sub-County		Constituency:	
Contact Person:	Contact Person's Mobile Number:	Contact Person's Email address:	

**1.1. Bill Payer Data (only if different from customer)**

Surname/ Company Name:		PIN:	
ID/Passport/Certificate of Registration No.:		P.O. Box: Postal Code	
Country:		Mobile No.:	
Office Telephone No.:		Email Address:	

**2. SUPPLY AND LOCATION DATA**

County:		Sub-County:	
Constituency:		Estate/Village:	
Street/ Road:		Plot/ LR No:	
Supply Type:		Connection type:	
Single phase:	<input type="checkbox"/>	Domestic	<input type="checkbox"/>
Three phase:	<input type="checkbox"/>	Business	<input type="checkbox"/>

Authorised Maximum Demand (AMD):

### 3. SERVICE CHARGES

Service charge for the term of this contract	The Customer agrees to pay at the prevailing approved tariff.
Fixed monthly charge (if any)	
Deposit/ Prepayment (if any)	
Switching fees (if any)	
Contact Information  (Toll free phone numbers)	
Early Termination	<p>In addition to any other remedies the Company may have, this Contract may be terminated by the Company upon a thirty (30) day notice to the Customer if the Customer moves, ceases to be a utility Customer or becomes ineligible for utility consolidated billing. The Customer may terminate this Contract at any time upon a thirty (30) day notice.</p> <p>If the Customer terminates, or otherwise breaches this Contract, no termination charges will be assessed, but the Customer will be obligated to pay for services rendered under this Contract through termination.</p>
Notices	<p>Except as otherwise set forth in this Contract or required by applicable law, notices to be provided under this Contract shall be sent through Short message service (SMS) or to the email address provided.</p> <p>Each party must inform the other in the event that any of their contact information changes.</p>
Limitation of Liability	The liability of the Company is limited to the provisions of the Act and its Regulations.
Waiver	A waiver by either Party of any breach of the Contract, or failure of either Party to enforce any of the terms and

	provisions of the Contract, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Contract.
Assignment	Neither Party may assign the Contract, in whole or in part, without the other Party's prior written consent.
Entire Agreement	This Contract constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Contract. This Contract may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.
Dispute Resolution	Any dispute that cannot be resolved between the Parties will be brought before the Authority. Any Party who is aggrieved with a decision of the Authority may prefer an appeal to the Tribunal.
Data Protection	The Customer consents to the collection and processing of personal data for the purposes specified in this Contract. Both Parties shall comply with all applicable requirements of the Data Protection Act 2019 and this clause is in addition to, and does not relieve, remove, or replace, a Party's obligation under the Data Protection Act 2019.
Governing Law	This Contract and the Electrical Supply to the Client will be subject to the provisions of the Act and its Regulations.

<b>4. EXECUTION BLOCK</b>	
<b>For and on behalf of the Customer</b>	
Signature:	Date:
<b>For and on behalf of the Licensee</b>	
Name:	Date:
Signature:	





**SECOND SCHEDULE ((r.6(3), r.6(4), r.11(1), r.15(3))**

**MINIMUM REQUIREMENTS OF THE CUSTOMER SERVICE CHARTER**

The following information shall be contained in the Licensee's Service Charter:

1. A comprehensive outline of the different types of electrical connections that the Licensee offers and a timeframe for when the connection will be made.
2. An outline of the payment terms within which the Customer should pay for the Electrical Supply.
3. An outline of the obligations of the Licensee to the Customer. This includes information on the quality of Electrical Energy Supply to the Customer and the Licensee's obligations in the event of a planned or unplanned interruption.
4. An outline of the complaints lodging procedure available to the customer.
5. An outline of compensation procedure that shall be followed once a claim for a breach has been made by a Customer.
6. An outline of the customer's obligations in relation to all new connections and the Customers obligations in relation to the maintenance of the connection.
7. An outline of how Customers and can provide the Licensee with feedback and suggestion on the quality of Electrical Energy Supply.
8. An outline of all the Licensee's contact information.
9. A guide on the safe use of electricity.
10. The consumer's right to information concerning rates and services.
11. The consumer's right to have their Meter checked.
12. The time allowed to pay outstanding electricity bills.
13. The grounds for termination of service.
14. The time the Licensee shall take before terminating service.
15. The procedure for raising complaints and resolving billing disputes between the consumer and the Licensee.
16. The procedures for service reconnection after involuntary termination.
17. The appropriate officer to receive complaints and the contact details.
18. The hours, addresses (physical location), and telephone numbers of offices where electricity bills may be paid and where information may be obtained.
19. The consumer's right to be instructed by the Licensee on how to read their meter.
20. The timelines for customer service as follows:

<b>Customer Service</b>	<b>Maximum timeline</b>	
Quotation after application for supply	28 days	
Construction period after payment	28 days	
Metering	3 days	
Connection of service for Paid Up Consumers	30 days	
Reconnection of service	24 hours	
Communicating meter testing results to Consumer	14 days	
Notifying consumers of planned interruption	48 hours	
Duration of unplanned interruption of supply	Minor fault:	12 hours urban areas
		24 hours rural areas
	Major fault:	120 hours urban areas
		240 hours rural areas
Disconnection on request of closure	24 hours	
Deposit refund upon closure of account	14 days	

**THIRD SCHEDULE (r.16(1), r.16(2))**

**REPORTS REQUIRED BY THE AUTHORITY AND SYSTEM OPERATOR**

<b>REGULATION</b>	<b>REPORT REQUIRED</b>	<b>FREQUENCY</b>	<b>TIMELINE</b>
16(1)	The system operator shall submit a consolidated list of planned outages of generators and transmission systems and submit the list to the Authority annually in the manner prescribed by the Authority.	<b>Annual</b>	Within one hundred and twenty (120) days of the end of the Licensee's financial year, or such other period approved by the Authority.
16(2)	A Distribution Licensee shall submit to the Authority monthly and annual performance reports indicating the reliability and quality of supply as well as quality of service during the period under review against the set performance standards in the format and manner prescribed by the Authority.	<b>Monthly &amp; Annual</b>	The monthly report shall be submitted not later than the fourteenth (14) day of the succeeding month while the annual report shall be submitted within one hundred and twenty (120) days of the end of the Licensee's financial year.
16(3)	A Distribution and/or Retail Supply Licensee shall submit to the Authority reports on the identity of complainants, the type of malfunction or complaint, the location, in case of interruptions the outage time and the time taken to reconnect the complainant, and all such matters established in the Grid Code.	<b>Biannual</b>	Within thirty (30) days of the end of the reporting period, or such other period approved by the Authority.
16(4)	The Distribution Licensee shall submit to the Authority biannual reports on Distribution Energy Losses with aggregated information on losses in the format	<b>Biannual</b>	Within thirty (30) days of the end of the reporting period, or such other period

REGULATION	REPORT REQUIRED	FREQUENCY	TIMELINE
	and manner prescribed by the Authority.		approved by the Authority.

### Additional Reporting Requirements

REPORT REQUIRED	FREQUENCY
The System Operator shall periodically provide the Authority with system operations and dispatch performance indicators in the format and manner prescribed by the Authority.	<b>Monthly &amp; Annual</b>
The Generation Licensee shall provide the Authority and/or System Operator with monthly and annual performance indicators for each Generating Plant in the format and manner prescribed by the Authority and/or the System Operator.	<b>Monthly &amp; Annual</b>
The Transmission Licensee shall provide the Authority and/or System Operator with monthly and annual performance indicators for its Transmission network in the format and manner prescribed by the Authority and/or the System Operator.	<b>Monthly &amp; Annual</b>
The Transmission Licensee shall submit to the Authority biannual reports on Transmission Energy Losses with aggregated information on losses in the format and manner prescribed by the Authority.	<b>Biannual</b>

**FOURTH SCHEDULE (r.16(2))**

**RELIABILITY, QUALITY OF SUPPLY AND QUALITY OF SERVICE**  
**PERFORMANCE INDICATORS**

**A. Distribution Licensees:**

- (i) Number of Retail Supply Licensees served by the Distribution Licensee
- (ii) Number of power supply interruptions and durations.
- (iii) SAIDI (System Average Interruption Duration Index) for Forced interruptions
- (iv) SAIFI (System Average Interruption Frequency Index) for Forced interruptions
- (v) Response time to Retail Supply Licensees' requests and complaints
- (vi) Penalties imposed for failure and defects in electricity supply.
- (vii) Number of compensation claims for failure and defects in electricity supply.
- (viii) Total quantity of energy received from generation Licensees and/or from Transmission Licensees
- (ix) Energy meter reading data.
- (x) Total energy losses.
- (xi) Total energy billed to Retail Supply Licensees, differentiated by voltage level and tariff per county covered by the Licensee.
- (xii) Number of connections
- (xiii) Data on off-grid systems in the form and manner prescribed by the Authority and any applicable laws.

**B. Distribution Licensees who hold a Retail Supply Licence:**

- (i) Number of consumers served by the Licensee.
- (ii) Number of power supply interruptions.
- (iii) SAIDI.
- (iv) SAIFI.
- (v) CAIDI.
- (vi) Response time to consumer requests and complaints.
- (vii) Penalties imposed for failure and defects in electricity supply.
- (viii) Number of compensation claims for failure and defects in electricity supply.
- (ix) Total quantity of energy purchases (imports).
- (x) Total energy sold.
- (xi) Total energy losses.
- (xii) Energy meter reading data.
- (xiii) Number of disputed bills and adjusted bills.
- (xiv) Number of connections.
- (xv) Data on off-grid systems in the form and manner prescribed by the Authority and any applicable laws.

**C. Retail Supply Licensees:**

- (i) Number of consumers served by the Licensee.
- (ii) Number of power supply interruptions.
- (iii) CAIDI.
- (iv) Response time to consumer requests and complaints.
- (v) Penalties imposed for failure and defects in electricity supply.
- (vi) Number of compensation claims for failure and defects in electricity supply.
- (vii) Total quantity of energy purchases (imports).
- (viii) Total energy sold (differentiated by voltage level and tariff per county covered by the Licensee).
- (ix) Total energy losses.
- (x) Energy meter reading data.
- (xi) Number of disputed bills and adjusted bills.
- (xii) Number of connections.

## **FIFTH SCHEDULE (r.20(5))**

### **COMPENSATION APPLICATION PROCESS**

For purposes of processing compensation, the Licensee shall put in place adequate procedures and mechanisms for resolving compensation complaints in respect of property damage, financial losses, bodily injury and/or loss of life due to failure, poor quality or irregular supply of electricity.

#### **(1) Reporting of Complaints**

- (ii) The complainant shall report a complaint/breach in writing to the Licensee with supporting documentation if any, within thirty (30) days of occurrence of the breach.
- (iii) A unique complaint reference number shall be generated and the reference number communicated to the complainant immediately on receipt of such complaint. Provided that in case a complaint is received through post, the reference number shall be communicated within three (3) working days from the date of receipt.
- (iv) Where the Licensee becomes aware of an incidence specified in section 166 (2) of the Act through print and/or electronic media, a unique complaint reference number shall be generated for record purposes.
- (v) The Licensee shall investigate and compile reports on all incidences specified in section 166(2) of the Act within thirty (30) days.
- (vi) The reports to be compiled by the Licensee shall include; incidence reports, safety reports, security reports, installation reports and any such other report as may be required by the Authority from time to time.
- (vii) Reported complaints shall thereafter be resolved in line with the Licensees complaint handling procedure and the Customer Service Charter.

#### **(2) Filing of a Compensation Claim**

- (i) Subsequent to the registration of a complaint, where a person suffers property damage, financial loss, bodily injury and/or loss of life due to failure, poor quality or irregular supply of electricity caused by negligence or avoidable default by the licensee, and intends to file a claim for compensation, such person, their next of kin and/or legal representative shall lodge a written claim for compensation using the Compensation Claim Registration Form prescribed in the Seventh Schedule, provided all such claims shall exclude Consequential Loss(es).
- (ii) The lodging of a compensation claim in Regulation 22 shall be within a period of twelve (12) months from the time of occurrence of the incident likely to result in a claim for compensation.
- (iii) The person lodging a compensation claim with the Licensee shall be required to produce documentation in support of their claim as follows;
  - (a) In all cases, complete the Licensee's claim form indicating date and time of incidence, circumstances of the events leading to the claim, tabulation of losses suffered, witnesses to the incidence where applicable, proof of ownership and a declaration that the information provided is true to the best of the person belief and knowledge;

- (b) In all cases, a National Identification Card/Passport shall be required;
  - (c) In the case of property damage, receipts and/or pro-forma invoices in evidence of the value of property damaged and/or valuation reports where applicable;
  - (d) In the case of financial loss, financial statements on account of the loss suffered;
  - (e) In the case of bodily injury, applicable medical reports and treatment notes and a medical certificate by a competent medical practitioner detailing nature and extent of injuries suffered. Provided that where such claim for bodily injury occurs in a registered workplace then the provisions of OSHA shall apply;
  - (f) In the case of loss of life, post-mortem report, burial permit, death certificate and any other relevant document. Provided that where such claim for loss of life occurs in a registered workplace then the provisions of OSHA shall apply;
- (iv) Compensation claims shall thereafter be reviewed and processed in line with the Licensees' Complaint Handling Procedure and the Customer Service Charter.



**SIXTH SCHEDULE (r.(20)(6))**

**COMPENSATION COMPUTATION**

<b>Nature of Claim</b>	<b>Computation of Compensation</b>
Property Damage Claims	A Licensee shall develop and submit a Compensation Computation Framework to the Authority for approval.
Financial Loss Claims	A Licensee shall develop and submit a Compensation Computation Framework to the Authority for approval
Bodily Injury Claims	As may be agreed between the affected person and the Licensee, or as determined under OSHA or by the courts.
Loss of Life Claims	As may be agreed between the administrator of the estate of the deceased and the Licensee, or as determined under OSHA or by the courts.

The compensation for licensee's failure to meet the Guaranteed Standards of Performance related to supply restoration shall be computed for each Consumer category as follows:

$$\text{Compensation}_{\text{planned outage}} = C_E \times E_D \times 1.5$$

$$\text{Compensation}_{\text{unplanned interruption}} = 0.75 \times \text{Compensation}_{\text{planned outage}}$$

where:

$C_E$  Energy Charge

$E_D$  Average daily consumption for the category of consumers.

<b>Consumer category</b>	<b>Compensation amount (KES)</b>	
	<b>Supply restoration time elapsed after unplanned interruption</b>	<b>Supply restoration time elapsed after planned outage</b>
DC1 and SC1	2.90	3.75
DC2 and SC2	37.50	50.00
DC3	186.60	248.80
SC3, and SC-Bulk Supply	1,178.00	1,570.65
EM	37.50	50.00
CI1	30,118.30	40,157.70
CI2	108,565.30	144,753.75
CI3	313,203.50	417,604.65

CI4	550,559.85	734,079.80
CI5	366,121.30	488,161.75
CI6	350,000.00	466,666.65
CI7		
SL	140.75	187.65

The compensation shall be computed based on the prevailing approved tariffs.

**SEVENTH SCHEDULE (r.20(5))**

**Form 1: Compensation Claim Registration Form (To be filled n Duplicate)**

**REPORT FOR PROPERTY DAMAGE/BODILY INJURY DUE TO FAILURE OF  
SUPPLY, POOR QUALITY OF SUPPLY.**

Reference number: -----

**A. Personal Details:**

Date -----

**I. Name:**

-----

**II. Postal Address:**

-----

**III. Physical Address:**

-----

IV. Electricity Account No: (if applicable) \_\_\_\_\_

V. I.D/Passport No: \_\_\_\_\_

VI. Telephone No: \_\_\_\_\_

VII. E-mail Address: \_\_\_\_\_

VIII. Premises Occupied for: (if applicable) Business  Residential

IX. The Premises is: Rented  Owner -Occupier

**B. The Nature of Complaint:**

**I. Date and time of occurrence (of the matter complained about):**

-----

**II. How did the incident occur?**

-----

**III. Name of witnesses (if any)**

**C. Nature of Loss**

**I. State the nature of loss:**

Property    Injury

**Please list the items at the back of this page**

Other (s) Please

specify \_\_\_\_\_

**II. Estimated Loss Kshs.**

\_\_\_\_\_

**III. Was the licensee notified? Yes  No**

**If yes, please give Office reported to \_\_\_\_\_ ref no. ....**

**..... Date of report.....**

**IV. Was any other office(s) other than the licensees notified? Yes  No**

**If yes, please give Office reported to..... ref no. ....**

**..... Date of report.....**

**Name:**

\_\_\_\_\_

--

**Signature \_\_\_\_\_ Date: \_\_\_\_\_**

\_\_\_\_\_

**Have you filled the form yourself? Yes  No**

**If No, name of Person Assisting**

\_\_\_\_\_ **ID/Passport**

**No \_\_\_\_\_ Relationship \_\_\_\_\_**

Telephone No: \_\_\_\_\_ Postal Address:

\_\_\_\_\_

Email Address: \_\_\_\_\_

(For Official use only) Receiving Officers details and Official Stamp

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Licensees' Official Stamp: \_\_\_\_\_

*Please note that It is a criminal offence to provide false information.*

*Please note that this form is issued "Without Prejudice"*

**PART A: PROPERTY CLAIMS**

Item Damaged (Please Indicate Model or Serial No)	Date of Purchase	Repair Cost

*Please note that It is a criminal offence to provide false information.*

**Declaration**

I hereby declare that what is stated herein is true to the best of my knowledge, information and belief.

Applicants Signature \_\_\_\_\_

Date \_\_\_\_\_

**PART B: INJURY CLAIMS**

<b>Name of affected person(s)</b>	
<b>Next of kin or Representative (where applicable)</b>	
<b>Profession, Business or Occupation</b>	
<b>Age</b>	
<b>Gender</b>	
<b>Name of Employer</b>	
<b>Date and Time of Incident</b>	
<b>Location of Incident</b>	
<b>Circumstances of Incident (State How it Occurred)</b>	
<b>Nature of Injuries Sustained</b>	
<b>Name and Address of medical facility/attending Doctor</b>	

*Please note that It is a criminal offence to provide false information.*

**Declaration**

**I hereby declare that what is stated herein is true to the best of my knowledge, information and belief.**

**Applicants Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

**EIGHTH SCHEDULE (r.24(2))**

**Form 2: Customer complaint form (To be completed in duplicate)**

<b>CUSTOMER INFORMATION</b>	
<b>Customer name:</b>	<b>Customer phone number:</b>
<b>Customer Address:</b>	
<b>Customer Region:</b>	

<b>COMPLAINT INFORMATION</b>	
<b>Complaint Date:</b>	<b>Complaint taken by:</b>
<b>Complaint details:</b>	
<b>Suspected cause:</b>	
<b>Name of person completing this form</b>	
<b>Date:</b>	
<b>Signature:</b>	