
RIGHTS AND OBLIGATIONS OF ELECTRICITY CONSUMERS

A statement published in
pursuant to section 3(1)(e) of
the Sri Lanka Electricity Act,
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BACKGROUND

Section 3(1)(e) of Sri Lanka Electricity Act 2009 requires the Public Utilities Commission of Sri Lanka to publish, after consultation with transmission and distribution licensees, a statement setting out the rights and obligations of consumers arising under sections 23 to 29 and Schedules I and II to that Act. This statement is published as per the aforementioned provisions of the Electricity Act and intends to make the consumers aware of:

- their rights and the level of service quality that they may reasonably expect from the service providers – which is vital for the protection of consumers; and
- their obligations – which is required to ensure an efficient supply of electricity by the service provider

It is expected that this statement will serve as a pledge of commitment and trust among the three main stakeholders in the electricity industry i.e. consumers, service providers and the Commission. The statement will also lay a solid foundation to enable the service providers and the Commission, to ensure the provision of the best possible service to the consumers.

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Part I – GENERAL PROVISIONS

A. BASIC RIGHTS

Electricity consumers have the following basic rights with respect to the supply and use of electricity:

- Right to be informed (R1)
- Right to equal treatment (R2)
- Right to satisfaction of basic needs (R3)
- Right to consumer education (R4)
- Right to choose (R5)
- Right to fairness in recovering expenses (R6)
- Right to redress (R7)
- Right to minimum standards of service (R8)
- Right to be free from arbitrary allegations (R9)
- Right to be presumed innocent until proved guilty according to law in a public trial (R10)
- Right to be free from arbitrary interference with privacy, family or premises (R11)
- Right to a safe and healthy environment (R12)
- Right to receive compensation for any damage or disturbance (R13)
- Right to confidentiality (R14)

The code representing the relevant basic right (e.g. R1) is indicated in front of each of the consumer rights stated under Part II of this statement.

B. BASIC OBLIGATIONS

Electricity consumers have the following basic obligations with respect to the supply and use of electricity:

- Obligation to comply with regulatory framework (O1)
- Obligation to pay all charges legitimately levied by the service provider (O2)
- Obligation to provide assistance to service provider, in order to ensure the provision of an efficient service (O3)
- Obligation to ensure safety of other electricity consumers and public at large (O4)
- Obligation to provide information to service provider, in order to ensure the provision of an efficient service (O5)
- Obligation to protect the service provider's property (O6)
- Obligation to allow accurate recording of consumption (O7)

The code representing the relevant basic obligation (e.g. O1) is indicated in front of each of the consumer obligations stated under Part III of this statement.

Part II – CONSUMER RIGHTS

A. OBTAINING A SUPPLY

1. Consumers have a **right** to know the requirements which have to be fulfilled and the estimated time taken to obtain a new electricity supply (*R1*)
2. Consumers have a **right** to be connected and supplied electricity without any undue preference or discrimination (*R2*)
3. Any consumer who owns or occupies any premises: which is situated within fifty (50) meters from any distribution line or which could be connected to any such line by an electric line supplied and laid by him/herself, has a **right** to make a request for an electricity supply (*R2*)
4. Consumers have a **right** to receive an application form free of charge to obtain a new electricity supply (*R3*)
5. Consumers have a **right** to receive advice on fulfilling the physical and procedural requirements, including the filling of application form and submission of required documents, with respect to obtaining a new electricity supply (*R4*)
6. Consumers have a **right** to know the place at which a duly filled application form shall be submitted, depending on the capacity, category, etc. of electricity supply applied for (*R4*)
7. Within ten (10) working days of making a request for an electricity supply (i.e. submission of an application), consumers have a **right** to receive a notice specifying:
 - (a) the extent to which the proposals specified in his or her request for electricity supply are acceptable to the service provider;
 - (b) counter-proposals made by the service provider (if any);
 - (c) applicable tariff category;
 - (d) the payment that the consumer may be required to make (i.e. the cost estimate), for the provision of any electric line or electrical plant by the service provider¹;
 - (e) any security deposit that the consumer may be required to make; and
 - (f) any other terms and conditions which the consumer may be required to accept (*R1*)
8. Consumers have a **right** to know the breakdown (including the basis of calculation), of the payments and any security deposit that are required to be paid to the service provider to obtain a new electricity supply (*R1*)
9. Consumers have a **right** to know:
 - (a) the status of an application submitted to obtain a new electricity supply;
 - (b) the reasons for not processing, rejecting or any delay in processing of such application; and
 - (c) the steps that can be taken by the consumers to remove any deficiency in such application (*R1*)
10. Consumers have a **right** to be charged only the charges approved by the Commission when obtaining a new electricity supply (*R2*)

¹ exception – with respect to bulk consumers, this information will be provided within twenty (20) working days

11. Consumers have a **right** to choose the capacity of the required connection, out of the capacities declared by the service provider in the supply services code (R5)
12. Retail consumers have a **right** to be connected and supplied with electricity within ten (10) working days from the date of payment of amount due with regard to provision of the supply (R2)
13. Bulk consumers have a **right** to be connected and supplied with electricity within forty (40) working days² from the date of payment of amount due with regard to provision of the supply (R2)
14. Consumers have a **right** to receive a copy of the agreement entered into with the service provider with respect to the provision of electricity supply (R1)
15. If the supply has not been provided within the time periods specified under paragraphs 13 and 14 above, due to the circumstances under the control of the service provider, the consumers have a **right**:
 - (a) to withdraw his or her application and obtain a refund (after deducting the expenses incurred by the service provider, up to that point) of the payments made to the service provider; and
 - (b) to be paid interest on the amount refunded at the rate approved by the Commission (as specified in the supply services code) for the period in which it remained in the hands of the service provider, if the period between the date of payment and the date of refund is more than ninety (90) days (R5)
16. Consumers have a **right**:
 - (a) to receive the first electricity bill within sixty (60) days from providing the supply; or
 - (b) if the service provider fails to do so, to be granted a facility to settle the charges due for the relevant periods (for which electricity bills were not issued) in reasonable monthly installments, without any interest (R6)
17. Consumers have a **right** to be made aware of this statement at the time of entering into the agreement with the service provider (R3)
18. Consumers have a **right** to obtain a temporary electricity supply, subject to the conditions and for the periods specified in the supply services code, for following purposes:
 - (a) for a domestic function such as a wedding, funeral or religious ceremony (subject to settlement of all amounts payable to the service provider up to the date of the request for a temporary supply, when the temporary supply applied for is an extension of an existing supply)
 - (b) for a public function such as a musical show, exhibition or political rally
 - (c) for the construction of a dwelling, building or a structure
 - (d) for the construction of infrastructure such as a dam, tunnel or bridge (R3)

² exception - unless the supply of electricity requires the procurement of materials or labor and/or involves construction works that are not identified in the charges approved by the Commission, which shall be indicated in the in the notice referred to in right A7 along with the period of time required for same.

B. DISCONNECTION AND RE-CONNECTION

Disconnection

1. Consumers have a **right** to not to get an electricity supply disconnected, except in the instances³ specified below:
 - (a) on the request of the consumer;
 - (b) failure to provide a new security deposit or the balance amount⁴ (required as a result of an increase in average consumption) within seven (7) days of receipt of a notice⁵ from the service provider;
 - (c) failure to pay, within the requisite period, all charges due to the service provider in respect of the supply of electricity or the provision of any meter, electric line or electrical plant for the purpose of that supply;
 - (d) failure to pay the monthly installments (where the service provider has granted such facility) before the due date as per an agreement entered into with the service provider;
 - (e) failure to comply with a notice issued by the service provider requiring the consumer to cease using any appliance, which unduly or improperly interferes with the supply of electricity to any other consumer;
 - (f) use of electricity in a dangerous or unsafe manner which can cause injury to the persons at the consumer's premises or public at large, as provided in the regulations on safety prescribed under the Electricity Act;
 - (g) an emergency arises from faults in any electric line or electrical plant;
 - (h) consumer is convicted of an offence under the Electricity Act (R2)
2. Consumers have a **right** to get the supply disconnected at a pre-arranged time in agreement with the service provider in respect of the instance specified under sub paragraph (a) of paragraph 1 above (R5)
3. In the instances specified under sub paragraphs (c), (d) and (e) of paragraph 1 above, consumers have a **right** to receive at least a ten (10) days' notice containing:
 - (a) the reasons for disconnection;
 - (b) the requirements to be fulfilled for reconnection; and
 - (c) actions that can be taken by consumer to prevent disconnection (if any), prior to disconnecting the supply of electricity to his or her premises. (R1)
4. Consumers have a **right** to not to get the supply disconnected, under the instances specified under sub paragraphs (b), (c) and (d) of paragraph 1 above, if there is a genuine dispute with the service provider on the amount (specified in the relevant notice received from the service provider) of the charges due (R9)
5. Consumers have a **right** to not to get the supply disconnected, under the instances specified under sub paragraphs (b), (c) and (d) of paragraph 1 above, on public holidays, Saturdays, Sundays and before 8 a.m. and after 5 p.m. on any other day (R3)

³ the supply may be disconnected to any premises occupied by the consumer, in the instances specified under (c), (d) and (e)

⁴ balance amount = present average consumption for a period of two (2) months - [prevailing security deposit + accrued interest on the prevailing security deposit]

⁵ refer item C for further details

Re-connection

6. Where the service provider has discontinued the supply of electricity to any premises in the instance specified under sub paragraph (b) of paragraph 1 above, the consumers have a **right** to get the supply re-connected within two (2) working days upon him or her providing the required security deposit (R2)
7. Where the service provider has cut-off the supply of electricity to any premises in the instances specified under sub paragraphs (c) and (d) of paragraph 1 above, the consumers have a **right** to get the supply re-connected within two (2) working days upon him or her fulfilling the following:
 - (a) providing a security deposit (if required)
 - (b) making good the default
 - (c) paying the expenses (approved by the Commission) of disconnecting and reconnecting the supply (R2)
8. Any person has a **right** to claim compensation from service provider for any loss or damage caused as a result of failure of the service provider to exercise the right of consumers specified under paragraph 7 above. (R7)
9. Where the service provider has cut-off the supply of electricity to any premises in the instance specified under sub paragraph (e) of paragraph 1 above, the consumers have a **right** to get the supply re-connected within two (2) working days upon the consumer ceased using the appliance which unduly or improperly interfered with the supply of electricity to any other consumer (R2)
10. Where the service provider has disconnected the supply of electricity to any premises in the instance specified under sub paragraph (f) or (g) of paragraph 1 above, the consumers have a **right** to get the supply re-connected, as soon as practicable, upon the service provider being satisfied that the persons at the consumer's premises or public at large are safe from electrical hazards (R2)

C. SECURITY DEPOSIT

1. Consumers have a **right** to receive at least seven (7) days' notice of a requirement to provide a new security deposit or a balance amount (required as a result of an increase in average consumption) (R1)
2. Consumers have a **right** to not to provide a security deposit in excess of an amount equal to two (2) months' average usage of electricity (R6)
3. Consumers have a **right** to be paid interest⁶, by way of a credit to the charges payable on consumption, on any sum of money provided to the service provider as a security deposit, at the rate approved by the Commission (specified in the supply services code) and for the period in which it remains in the hands of the service provider, in the following manner:
 - (a) retail consumers – annually (in the month of December of each year)
 - (b) bulk consumers – monthly (at the end of each month) (R6)
4. Consumers have a **right** to obtain the refund of security deposit along with any accrued interest in case of the termination of agreement with the service provider (R6)

⁶ this right will be effective from 01.01.2016

5. In the case of transferring of an account, a consumer has the **right** to get the security deposit along with any accrued interest transferred to the new consumer *(R6)*

D. METER AND METERING

1. Consumers have a **right** to get the meter installed on his/her premises at a secured location in such a manner that he/she is able to read the meter at any time he/she wishes to do so *(R1)*
2. Consumers have a **right** to be charged for the consumption of electricity ascertained by reference to a meter:
 - (a) provided by the service provider; and
 - (b) kept in proper order (for correctly registering the quantity of electricity supplied) at its own expense *(R9)*
3. Consumers have a **right** to get the meter tested for accuracy, within ten (10) working days of making the relevant payment (approved by the Commission) to the service provider. However, no payment shall require to be made for testing of the meter; if a service provider fails to establish (to the consumer) that the relevant meter has been inspected and tested as per the frequency specified below:
 - (a) low voltage retail consumers – single phase: during the period of past ten (10) years from the date of request for testing
 - (b) low voltage retail consumers – three phase: during the period of past five (5) years from the date of request for testing
 - (c) low voltage bulk consumers – during a period of past one (1) year from the date of request for testing
 - (d) medium voltage consumers – during a period of past one (1) year from the date of request for testing
 - (e) embedded generators – during a past period (as stipulated in CEB guide for grid interconnection of embedded generators) from the date of request for testing, subject to a maximum period of one (1) year *(R9)*
4. Consumers have a **right** to receive a copy of the meter test report, when a meter is tested for accuracy on a consumer's request or on service provider's initiative *(R1)*
5. Consumers have a **right** to receive required explanations from the service provider on: the procedure followed in testing a meter for accuracy; and the methodology used in estimating electricity consumption *(R1)*
6. Consumers have a **right** to not be charged for any alleged losses or damages caused to the service provider, until he or she is convicted for an offence under the Electricity Act after summary trial before a Magistrate, where the service provider suspects that he or she has intentionally or negligently:
 - (a) altered the register of meter used for measuring the quantity of electricity supplied to his or her premises by the service provider;
 - (b) prevented such meter from duly registering the quantity of electricity supplied through that meter; or
 - (c) damaged or caused to be damaged, any electric line or electrical plant belonging to or operated by the service provider, including any part of any line

and plant up to the meter (including the meter) situated in his or her property
(R10)

7. Consumers have the following **rights** if the meter is proved to be outside the accuracy limit of +/- 2.5% (based on the results of a test carried-out on consumer request):
 - (a) get his/her meter or meters replaced free of charge
 - (b) obtain a refund of the charges paid for the meter test
 - (c) not to be back-charged for any loss of revenue to service provider (in the case of under-registering of meter i.e. negative error > 2.5%)
 - (d) obtain a refund of amounts over-charged from the consumer (in the case of over-registering of meter i.e. positive error > 2.5%), for the period given below:
 - period of incorrect registering – when the exact period of incorrect registering can be ascertained
 - period up to the date of reporting or a period of twelve (12) billing periods (whichever is higher) – when the exact period of incorrect registering cannot be ascertained (R8)
8. Consumers have the following **rights** if the meter is proved to be outside the accuracy limit of +/- 2.5% (based on the results of a test carried-out by the service provider on its own initiative)
 - (a) get his/her meter or meters replaced free of charge
 - (b) to be back-charged only for the period from the date of detection, subject to a maximum period of three (3) billing periods, for any loss of revenue to service provider (in the case of under-registering of meter i.e. negative error > 2.5%)
 - (c) obtain a refund of amounts over-charged from the consumer for the period from the date of detection, subject to a minimum period of three (3) billing periods (in the case of over-registering of meter i.e. positive error > 2.5%)
(R8)

E. RECOVERING CONSUMPTION CHARGES

Electricity bill

1. Consumers have a **right** to be charged for the consumption of electricity ascertained only by reference to an appropriate meter(s) (unless otherwise agreed between a consumer and a service provider) (R6)
2. Consumers have a **right** to get the register of meter ascertained and an electricity bill issued once in every thirty (30) days +/- three (3) days (i.e. 27 to 33 days period) (R8)
3. Consumers have a **right** to receive the following information in the electricity bill:
 - (a) account number
 - (b) relevant area/branch office
 - (c) applicable tariff category
 - (d) billing period
 - (e) breakdown of the total charges due, i.e.:
 - overdue payments brought forward from the previous period
 - charges due for the current billing period

- any other charges
- (f) payments made since the date of previous electricity bill
 - (g) due date for the payment of charges due
 - (h) methods available for settling the bill
 - (i) how and whom to be contacted in order to obtain clarifications on the electricity bill
 - (j) contact number to be used to report any breakdown of supply
 - (k) location and opening hours of the relevant area/branch office of the service provider
 - (l) details on the use (kWh) of electricity:
 - previous date of ascertaining the register of meter and corresponding (kWh) reading
 - current date of ascertaining the register of meter and corresponding (kWh) reading
 - electricity used (kWh) during the current period (R1)
4. Consumers have a **right** to know how the charges due for the current billing period have been calculated (R4)
 5. Consumers have a **right** to know the prevailing electricity tariffs schedule and any upcoming revisions to same (R1)
 6. Consumers have a **right** to obtain assistance from the service provider in comprehending any information provided in the electricity bill (R4)

Estimation of usage

7. Consumers have a **right** to get any estimate of electricity usage, prepared by the service provider in the normal course of business (e.g. the premises is not accessible to the meter reader), confirmed or revised (if required) based on the next meter reading (R6)
8. Consumers have a **right** to get their electricity usage estimated only as specified in the methodology approved by the Commission (as specified in the supply services code), in the events of:
 - (a) a meter being proved to register consumption incorrectly;
 - (b) the malfunction of meter; or
 - (c) any person altering the register of meter (R6)
9. Consumers have a **right** to know the details of and clarifications on methods adopted by the service provider in estimating the usage of electricity (R4)

Payments

10. Consumers have a **right** to be allowed a period of fourteen (14) days from the date of issuing the electricity bill, to settle the charges due with respect to a billing period, without being charged of any interest or issuance of a disconnection notice (R6)
11. Consumers have a **right** not to be charged interest on any outstanding amount except at the rate approved by the Commission (R6)
12. Consumers have a **right** to receive an acknowledgement for all payments made to the service provider containing the following details (at minimum):
 - (a) date of payment

- (b) account number
 - (c) mode of payment (e.g. cash, credit card, etc.)
 - (d) amount paid (R1)
13. Consumers have a **right** to know all the modes of payment available to settle electricity bills and the time taken to update the payments made through each such mode (R1)

F. CONSUMER COMPLAINTS

1. Consumers have a **right** to get any complaints (relating to the supply and use of electricity) resolved through the complaint handling procedure specified in the supply services code (R7)
2. Consumers have a **right** to lodge any complaint in writing (by post, fax or email) or orally⁷ (by visiting or over telephone) with respect to the supply of electricity at:
 - (a) respective Area Engineer's office, customer service center or E-City, in the case of Ceylon Electricity Board
 - (b) respective Branch Manager's office or customer service center, in the case of Lanka Electricity Company (Pvt.) Ltd. (R7)
3. Consumers have a **right** to receive an acknowledgement and a reference number for any complaint made (in writing or orally) to the service provider:
 - (a) via post, within five (5) working days of lodging the complaint – if the complaint has been lodged by post or by fax;
 - (b) via telephone, at the time of lodging the complaint – if the complaint is being lodged by telephone and if the complaint has been lodged by post, fax or email but the consumer has not received an acknowledgement by post;
 - (c) via email, within two (2) working days of lodging the complaint – if the complaint has been lodged by email;
 - (d) by hand, at the time of lodging the complaint – if the complaint is being lodged by visiting an office of the service provider (R1)
4. Consumers have a **right** to know the current status of any complaint lodged with the service provider (R1)
5. Consumers have a **right** to receive a resolution for any complaint lodged with the relevant officer of the service provider within a period of fourteen (14) days from the date of the complaint (R7)
6. However, if the matter is required to be referred to a higher authority by the relevant officer in order to provide a resolution, (e.g. Area Engineer decides to refer the matter to Deputy General Manager in resolving the matter – in the case of Ceylon Electricity Board), the consumers have a **right**:
 - (a) to be informed of the same, within a period of fourteen (14) days from the date of the complaint; and
 - (b) to receive a resolution⁸ within a period of twenty eight (28) days from the date of the complaint (R7)

⁷ complaints with respect to breakdowns of supply to be lodged via the contact number printed on the electricity bill and may be referred to respective Area Engineer or Branch Manager, as applicable, if no action has been taken within a reasonable period of time

⁸ exception - if the resolution of the matter requires system development, the consumer shall be informed of the same and the time taken to resolve the matter

7. Consumers have a **right** to know the next course of action, that may be initiated, in case if he or she is not in agreement with the resolution received from the service provider (*R1*)
8. Consumers have a **right** to refer any dispute⁹ that arise with the service provider, in connection with the supply or use of electricity, to the Commission provided that the parties have not been able to resolve it through the dispute resolution procedure prescribed by the Commission (*R7*)

G. ENTERING INTO PREMISES

1. Occupier (or, if the premises is not occupied, the owner) of any premises has a **right** to not to allow entry into his/her premises by the service provider, except for the purposes authorized under the Electricity Act, stated below:
 - (a) for the purpose of:
 - i. placing a new electric line or new electrical plant, in place of or in addition to any existing line or plant which has already been lawfully placed; or
 - ii. repairing or altering any such existing line or plant
 - (b) for routine work, namely:
 - i. inspecting any electric line or electrical plant belonging to or operated by the service provider;
 - ii. ascertaining the register of any meter belonging to or operated by the service provider; or
 - iii. removing, inspecting or reinstalling any meter or installing any substitute meter or associated equipment
 - (c) for the purpose of disconnecting the supply or removing the meter or any associated electrical plant used for, or for purposes connected with, the distribution or supply of electricity, where the service provider is authorized by paragraph 4(3) or 4(4) of Schedule II of the Electricity Act, to:
 - i. discontinue the supply of electricity to any premises; or
 - ii. remove the meter
 - (d) for the purpose of disconnecting the supply or removing any electrical plant, electric line or meter, where:
 - i. the service provider is authorized to cut off or discontinue the supply of electricity to any premises by any provision of the Electricity Act or of regulations made under it, except for the purposes stated under (f) below;;
 - ii. a person occupying any premises supplied with electricity by the service provider ceases to require such a supply; or
 - iii. a person entering into occupation of any premises previously supplied with electricity by the service provider does not require such supply
 - (e) for the purpose of cutting off the supply of electricity when a consumer fails to comply with a notice from the service provider requiring him or her to cease using any appliance which unduly or improperly interferes with the supply of electricity to any other consumer;

⁹ a dispute is considered to have arisen between the service provider and the consumer, only when the consumer had lodged a complaint with the service provider and he or she is not in agreement with the resolution provided by the service provider or the service provider has not resolved the matter within the specified time periods

- (f) for the purpose of cutting off the supply of electricity when a consumer fails to:
 - i. pay, within the requisite period, all charges due to the service provider in respect of the supply of electricity or the provision of any meter, electric line or electrical plant for the purpose of that supply;
 - ii. pay the monthly installments due under any agreement entered into with the service provider; or
 - iii. provide a new security deposit or the balance amount (required as a result of an increase in average consumption)
- (g) in case of an emergency arising from the use of electricity at the premises, in dangerous or unsafe manner which can cause injury to any person living at the premises or general public *(R11)*
- 2. Occupier (or, if the premises is not occupied, the owner) of any premises has a **right** to not to allow entry into his or her premises by the service provider:
 - (a) if a three (3) days' prior notice of the intended entry has not been served, for the purposes stated in item (a) of paragraph 1 above¹⁰;
 - (b) before 8 a.m. or after 5 p.m. on any day, for the purposes stated in items (b), (c), (d) and (e) of paragraph 1 above; and
 - (c) on public holidays, Saturdays and Sundays; and before 8 a.m. or after 5 p.m. on any other day, for the purposes stated in item (f) of paragraph 1 above *(R3 and R11)*
- 3. Any notice referred to in item (a) of paragraph 2 above, shall:
 - (a) state as fully and accurately as possible the nature and extent to the acts intended to be done; and
 - (b) be given to the occupier, where the land is occupied;
 - (c) be given to the owner, where the land is not occupied;
 - (d) be exhibited in some conspicuous position on the land, where the land is not occupied and the name and address of the owner cannot be ascertained with reasonable diligence; or
 - (e) be given to the officer or person in charge, where the land is used or reserved for any public purpose *(R1)*
- 4. Occupier (or, if the premises is not occupied, the owner) of any premises has a **right** to request from any representative of the service provider to establish his/her identity and to produce evidence of his/her authority for the entry, prior to allowing entry to their premises *(R12)*
- 5. Owner of any premises has a **right** to be paid reasonable compensation (from the generation licensee, transmission licensee or the service provider by whom the entry was authorized in writing) for any disturbance, disability or damage that may be caused pursuant to the entry by any officer authorized by a service provider to such premises *(R13)*
- 6. Any person interested in any land or movable property has a **right** to recover compensation for any damage caused to such land or movable property, in the exercise of powers to enter upon any land or premises by the Electricity Act, from the generation licensee, transmission licensee or the service provider on whose behalf the power to entry has been exercised *(R13)*

¹⁰ exception - in the case of emergency arising from faults in any electric line or electrical plant, entry may be made without the notice required to be given, but the notice shall be given as early as possible

7. Any person has a **right** to request additional safeguards in entering his or her premises due to security or other reasons (*R12*)

H. OTHER

Changes to the account

1. Consumers have a **right** to make changes to their account details (e.g. contact details, method and medium of contact, etc.) (*R2*)
2. Consumers have a **right** to transfer an existing electricity supply to another consumer upon fulfillment of the requirements specified by the service provider (*R2*)
3. Consumers have a **right** to know the requirements to be fulfilled and procedure to be followed in order to change the tariff category (*R1*)
4. Consumers have a **right** to get tariff category changed upon fulfillment of the requirements specified by the service provider (as contained in the supply services code) (*R2*)
5. Any consumer who has already obtained a temporary electricity supply for the construction of a dwelling, building or a structure, has a **right** to get such supply converted to a permanent supply (upon completion of the construction and fulfillment of other requirements) under the applicable tariff category (*R2*)

Communication with the service provider

6. Consumers have a **right** to know the contact details of the service provider and any revisions to same (*R1*)
7. Consumers have a **right** to have a facility to inform the service provider in case of a breakdown of supply or an emergency (*R1*)
8. Consumers have a **right** to be served the notices referred to in paragraphs: A7, B1(b), B1(e), B3, C1 and G2(a) of this part, in one of the manners specified below:
 - (a) by hand:
 - i. where the receipt of the notice shall be acknowledged by an occupant of the premises who is not a child (i.e. under 18 years of age); and
 - ii. the date of acknowledgement shall be considered as the date of receipt of the notice
 - (b) registered post:
 - i. where the reference number and receipt issued by the post office would be considered as an acknowledgement of receipt of the notice; and
 - ii. second (2nd) working day after the date of posting the notice shall be considered as the date of receipt of the notice (*R1*)
9. Consumers have a **right** to make appointments to meet relevant officials of the service provider to discuss or clarify any matter connected with his or her electricity supply (*R1 and R4*)

Power quality

10. Consumers have a **right** to receive an electricity supply free from any interference caused by undue or improper use of any appliance by any other consumer (R8)
11. Consumers have a **right** to receive a minimum of twenty four (24) hours' notice of any planned interruption to electricity supply (R1)
12. Consumers have a **right** to be informed of any deviation (i.e. date and time of interruption and restoration of supply) on the notice referred to in paragraph 11 above, as early as possible (R1)
13. Consumers have a **right** to know the time taken to restore the supply in the case of a breakdown of supply (R1)
14. Consumers have a **right** to receive a supply of electricity in compliance with the standard voltage and frequency (R8)

Safety

15. Consumers have a **right** to be protected from dangers arising from the generation, transmission, distribution and supply of electricity (R12)
16. Consumers have a **right** to be protected from dangers arising from unsafe use of electricity by any other consumer (R12)
17. Consumers have a **right** to be educated on how to prevent electrical hazards (R4 and R12)
18. Consumers have a **right** to receive immediate corrective action by the service provider when any unsafe condition pertaining to the electricity supply is reported (R12)

Levying of other charges

19. Consumers have a **right** to obtain details/breakdown of all estimates received from the service provider with respect to any services provided or to be provided (R1)
20. Consumers have a **right** to not to be responsible for any charges due from the previous consumer who occupied/owned a premises (R9)
21. Consumers have a **right** for reimbursement of one tenth (1/10) of the amount paid to the service provider, in respect of providing an electric line or electrical plant (used for the purpose of providing a supply of electricity to him or her), each time when the service provider uses the same electric line or electrical plant to provide electricity supply to any other consumer¹¹ (R6)

Equality in treatment

22. Consumers have a **right** to be treated equally to other consumers of similar category or nature and free of prejudice or disadvantage (R2)

¹¹ exception – no reimbursement will be made, if: 1. a period of five (5) years has lapsed from the date of installing the electric line or electrical plant; 2. electricity supply has been provided to nine (9) other consumers using the same electric line or electrical plant; and 3. the electric line or electrical plant (for which the payment has been made) has to be upgraded to provide electricity to any other consumer.

Confidentiality

23. Consumers have a **right** to privacy and confidentiality, whereby the service provider shall not disclose the information with regard to any consumer (including the details of consumer account, consumption of electricity and payments) to any party other than the judiciary, the Commission or any other government institution, without obtaining his or her consent *(R14)*

Part III – CONSUMER OBLIGATIONS

A. OBTAINING A SUPPLY

1. Consumers have an **obligation** to fulfill the requirements, specified in the supply services code, with respect to obtaining a supply, including:
 - (a) submission of a duly filled standard application form;
 - (b) provision of legitimate and true, information (and supporting documents) to establish the ownership or occupancy with respect to the premises to which the supply is applied for;
 - (c) settle all charges due from him or her in respect of any previous electricity supply, or the provision of any meter, electric line or electrical plant for the purpose of that supply;
 - (d) completion of internal wiring as per the standards specified by the service provider; and
 - (e) payment of all charges (O1)
2. Consumers have an **obligation** to pay the additional charges levied by the service provider with respect to any additional visits to the consumer's premises due to non-fulfillment of the requirements specified in the standard application form on the part of the applicant (O2)
3. Consumers have an **obligation** to pay all charges due to the service provider for the provision of any meter, electric line or electrical plant for the purpose of supply of electricity (O2)
4. Consumers have an **obligation** to pay the monthly installments before the due date as agreed with the service provider, where a facility has been provided by the service provider to defray the expenses incurred by the service provider in providing any electric line or electrical plant for the purpose of providing a supply of electricity (O2)
5. Consumers have an **obligation** to grant service provider the right to use a suitable place to install the meter, in order that it will be protected from damage caused from intentional or negligent acts by any person (O3)
6. Consumers have an **obligation** to allow the service provider to install and keep installed an electric line and/or electrical plant required for the purpose of providing a supply of electricity to his premises; on, under or over his or her premises (O3)
7. Consumers, with respect to a temporary supply, have an **obligation** to ensure that the electrical installation is safe and conform to the standards specified by the service provider (O4)

B. DISCONNECTION AND RE-CONNECTION

Quitting a premises

1. Consumers have an **obligation** to give at least two (2) working days' notice to the service provider, if he or she intends to quit any premises at which electricity has been supplied to him or her by the service provider (O5)

2. Consumers have an **obligation** to settle all charges due from him or her in respect of supply, or the provision of any meter, electric line or electrical plant for the purpose of the supply prior to quitting any premises at which electricity has been supplied to him or her by the service provider (O2)
3. If a consumer quits any premises at which electricity has been supplied to him or her by the service provider, without giving a notice in the manner specified under paragraph 1 above, he or she has an **obligation** to pay all accrued charges due up to the earlier of:
 - (a) second (2nd) working day after he or she gives a notice to the service provider with respect to quitting the premises;
 - (b) the next day on which the register of meter is ascertained;
 - (c) the day on which any subsequent occupier of the premises requests the supply of electricity from the service provider (O2)

Re-connection

4. Where the service provider has cut-off the supply of electricity to any premises in consequence of any default by the consumer, he or she has an **obligation** to fulfill the following requirements, in order to get the supply re-connected:
 - (a) provide a security deposit (if required)
 - (b) make good the default
 - (c) pay the expenses (approved by the Commission) of disconnecting and reconnecting the supply (O1)

C. SECURITY DEPOSIT

1. Consumers have an **obligation** to provide a new security deposit or the balance amount (required as a result of an increase in average consumption) within seven (7) days of receipt of the notice from the service provider (O1)

D. METER AND METERING

1. Consumers have an **obligation** to provide a secured location, with easy access to the meter reader, to install the meter(s) on his/her premises (O3)
2. Consumers have an **obligation** to verify the meter reading and the date of meter reading and to bring any discrepancy to the notice of the service provider at the earliest (O3)
3. Consumers have an **obligation** to inform the service provider immediately of any incident that has (or suspected to have) resulted in any damage to the meter, any electric line or electrical plant belonging to or operated by the service provider (O6)
4. Consumers have an **obligation** not to intentionally or negligently:
 - (a) alter the register of meter used for measuring the quantity of electricity supplied to his or her premises by the service provider;
 - (b) prevent such meter from duly registering the quantity of electricity supplied through that meter; and

- (c) damage or cause to be damaged, any electric line or electrical plant belonging to or operated by the service provider, including any part of any line and plant up to the meter (including the meter) situated in consumers' property (O6 and O7)

E. RECOVERING CONSUMPTION CHARGES

1. Consumers have an **obligation** to settle the outstanding balance within a period of fifteen (15) days, from the date of issuing the electricity bill, in order to prevent the charging of any interest or issuance of a disconnection notice (O2)
2. Consumers have an **obligation** to pay interest on the outstanding amount at the rate approved by the Commission, if failed to settle the outstanding balance within the periods specified under paragraph 1 above (O2)
3. In an instance where a genuine dispute has arisen with the service provider on the amount of the charges due, the consumers have an **obligation** to pay all consumption charges due to the service provider, except the amount in dispute (O2)
4. Consumers have an **obligation** to pay all other charges due to the service provider in respect of the supply of electricity within the requisite period (O2)

F. CONSUMER COMPLAINTS

1. Consumers have an **obligation** to retain proof of any correspondence with service provider in respect of any complaint that he or she has lodged with the service provider, to be submitted to the service provider or the Commission when required (O3)

G. ENTERING INTO PREMISES

1. Occupier (or, if the premises is not occupied, the owner) of any premises has an **obligation** to allow entry into his/her premises by the service provider:
 - (a) when a three (3) days' prior notice of the intended entry has been served; for the purposes of:
 - i. placing a new electric line or new electrical plant, in place of or in addition to any existing line or plant which has already been lawfully placed; or
 - ii. repairing or altering any such existing line or plant (O3)
 - (b) after 8 a.m. or before 5 p.m. on any day; for routine work, namely:
 - i. inspecting any electric line or electrical plant belonging to or operated by the service provider;
 - ii. ascertaining the register of any meter belonging to or operated by the service provider; or
 - iii. removing, inspecting or reinstalling any meter or installing any substitute meter or associated equipment (O3)
 - (c) after 8 a.m. or before 5 p.m. on any day; for the purpose of disconnecting the supply or removing the meter or any associated electrical plant used for, or for purposes connected with, the distribution or supply of electricity, where the

service provider is authorized by paragraph 4(3) or 4(4) of Schedule II of the Electricity Act, to:

- i. discontinue the supply of electricity to any premises; or
 - ii. remove the meter (O3)
- (d) after 8 a.m. or before 5 p.m. on any day; for the purpose of disconnecting the supply or removing any electrical plant, electric line or meter, where:
- i. the service provider is authorized to cut off or discontinue the supply of electricity to any premises by any provision of the Electricity Act or of regulations made under it, except for the purposes stated under (f) below;
 - ii. a person occupying any premises supplied with electricity by the service provider ceases to require such a supply; or
 - iii. a person entering into occupation of any premises previously supplied with electricity by the service provider does not require such supply (O3)
- (e) after 8 a.m. or before 5 p.m. on any day; for the purpose of cutting off the supply of electricity when a consumer fails to comply with a notice from the service provider requiring him or her to cease using any appliance which unduly or improperly interferes with the supply of electricity to any other consumer;
- (f) after 8 a.m. or before 5 p.m. on any day except public holidays, Saturdays and Sundays; for the purpose of cutting off the supply of electricity when a consumer fails to:
- i. to pay, within the requisite period, all charges due to the service provider in respect of the supply of electricity or the provision of any meter, electric line or electrical plant for the purpose of that supply;
 - ii. pay the monthly installments due under any agreement entered into with the service provider; or
 - iii. provide a new security deposit or the balance amount (required as a result of an increase in average consumption) (O3)
- (g) at any time on any day; in case of an emergency arising from the use of electricity at the premises, in dangerous or unsafe manner which can cause injury to any person living at the premises or general public (O4)

H. OTHER

Changes to the account

1. Consumers have an **obligation** to fulfill the requirements specified by the service provider, including the submission of legitimate and true information and supporting documents, in order to change the tariff category or transfer an account (O3 and O5)

Communication with the service provider

2. Consumers have an **obligation** to keep the service provider updated of any changes to contact details (O5)
3. Consumers have an **obligation** to serve the notice to service provider referred to in paragraph B1, in one of the manners specified below:
 - (a) by hand:

- iii. where the receipt of the notice shall be acknowledged by an officer of the service provider; and
 - iv. the date of acknowledgement shall be considered as the date of receipt of the notice
- (b) registered post:
- v. where the reference number and receipt issued by the post office would be considered as an acknowledgement of receipt of the notice; and
 - vi. the second (2nd) working day after the date of posting the notice shall be considered as the date of receipt of the notice (O3)

Power quality

- 4. Consumers have an **obligation** to refrain from using any appliance which unduly or improperly interferes with the supply of electricity to any other consumer (O3)
- 5. Consumers have an **obligation** to comply with any notice issued by the service provider requiring the consumer to cease using any appliance, which unduly or improperly interferes with the supply of electricity to any other consumer (O3)

Safety

- 6. Consumers have an **obligation** to refrain from using electricity in a dangerous or unsafe manner which can cause injury to the persons at the consumer's premises or public at large, as provided in the regulations on safety prescribed under the Electricity Act (O4)
- 7. Consumers have an **obligation** to give notice in writing to the relevant service provider; if any building, structure or scaffolding (whether permanent or temporary) that is intended to be erected or altered, is likely to render an aerial electric line accessible (O4)
- 8. In an instance specified under paragraph 7 above, consumers have an **obligation** to not to commence erecting or altering of any such building, structure or scaffolding until the relevant service provider has certified that during or after such erection or alteration, the aerial electric line will not be so accessible as to cause danger to persons or electric lines (O4)
- 9. Consumers have an **obligation** to ensure that no tree, grown on his or her land, is or will be in such close proximity to the service wire (electric line installed by the service provider for the purpose of electrifying his or her premises) as to obstruct or interfere with maintenance or to constitute an unacceptable source of danger (O4)

Part IV – FINAL PROVISIONS

A. EFFECTIVITY

1. This statement of rights and obligations of electricity consumers, which has been prepared in terms of section 3(1)(e) of the Electricity Act, was approved by the Commission on 24.07.2014 and will be effective from 01.01.2015 onwards.
2. This statement would be revised from time to time in line with the modifications made to or prescription of new regulations, rules, codes, etc. Any such revisions to this statement will be duly brought into the notice of public.

B. PUBLICATION AND CLARIFICATIONS

1. A copy of this statement (in Sinhala, Tamil and English) will be made available for reference by general public during normal working hours (i.e. from 9 a.m. till 4 p.m.) on working days, at the Commission and at all customer service centers and area/branch offices of the service providers.
2. Any person may purchase a hard copy of this statement from offices of the service provider, the Commission or the government publication bureau. Soft version of this statement is available to be downloaded on the websites of the service provider and the Commission.
3. Any person, who requires any clarification or further details with respect to the rights and obligations of electricity consumers contained herein, may contact the **Consumer Affairs Division** of the Commission via the contact details provided below:

Consumer Affairs Division

Public Utilities Commission of Sri Lanka
Level 06, BOC Merchant Tower
#28, St. Michael's Road
Colombo 03.

Telephone: (011) 2392607/8

Fax: (011) 2392641

Email: consumers@pucsl.gov.lk

Definitions

'bulk consumer' means a consumer who has agreed on a contract demand of more than 42kVA

'consumer' means a person who requires a supply of electricity from a service provider (in terms of the Electricity Act) and is supplied by the service provider

'Commission' means the Public Utilities Commission of Sri Lanka established under Act, No. 35 of 2002

'generation licensee' means a person who has been granted a license to generate electricity

'meter' means a part of electricity supply equipment belonging to a service provider used for ascertaining the quantity of electricity supplied to a consumer

'retail consumer' means a consumer who has agreed on a contract demand of not more than 42kVA

'security deposit' means a sum of money provided to the service provider as a security for the payment of all money which may become due to the service provider in respect of the electricity supply

'service provider' means the Ceylon Electricity Board (CEB) or Lanka Electricity Company (Pvt) Ltd (LECO), as applicable, who has been granted a license to distribute and supply electricity

'Electricity Act' means the Sri Lanka Electricity Act, No. 20 of 2009 as amended

'supply services code' is a document, approved by the Commission, which contains the code of practice that governs the services provided by the service provider. It will be available for inspection by members of the public at all customer service centres and area/branch offices of the service providers during normal working hours.

'transmission licensee' means the Ceylon Electricity Board who has been granted a license to transmit electricity