

Republic of the Philippines  
**ENERGY REGULATORY COMMISSION**  
San Miguel Avenue, Pasig City

**DRAFT FOR DISCUSSION ONLY**

**UNIFORM BUSINESS PRACTICES**

Pursuant to Sections 31 and 43 of Republic Act No. 9136, hereinafter referred to as “the Act”, and its Implementing Rules and Regulations (IRR), the Energy Regulatory Commission (ERC) hereby adopts and promulgates the Uniform Business Practices to govern customer Switching in the competitive retail market.

**ARTICLE I**  
**GENERAL PROVISIONS**

**Section 1. Objectives.**

The Uniform Business Practices (UBP) shall have the following objectives:

- (a) To establish standardized rules and procedures governing the transfer of Customers from one competitive electricity supplier to another; and
- (b) To ensure the efficient and timely exchange of information between and among competitive retail market participants, thereby facilitating billing and settlements.

**Section 2. Scope.**

The UBP shall apply to:

- (a) Retail Electricity Suppliers (RES’);
- (b) Local Retail Electricity Suppliers (Local RES’);
- (c) Distribution Utilities (DUs);
- (d) Persons authorized to supply electricity within their respective economic zones;
- (e) Suppliers of Last Resort (SOLR);
- (f) Philippine Electricity Market Corporation (PEMC) as the central registration body; and
- (g) The Contestable Market.

### **Section 3. Definition of Terms**

<b>Act</b>	Republic Act No. 9136, otherwise known as “Electric Power Industry Reform Act of 2001”
<b>Business Day</b>	A day other than a Saturday, a Sunday or an official or declared Philippine national or local public holiday.
<b>Business to Business (B2B) System</b>	An Information Technology (IT) infrastructure that handles information exchange among competitive retail market participants with the end in view of fulfilling an efficient Switching by end-users in the competitive retail market.
<b>Contestable Market</b>	The electricity end-users who have a choice of a supplier of electricity, as may be determined by the ERC in accordance with the Act.
<b>Cooling-Off Period</b>	The period of five (5) Business Days, or a longer period agreed upon by both parties, commencing from the signing of the Retail Supply Contract, within which the Customer has the right to cancel the Retail Supply Contract it has entered into with the RES or the Local RES.
<b>Cramming</b>	Adding charges to a Customer bill for optional services without Customer’s permission.
<b>Customer</b>	An electricity end-user that belongs to the Contestable Market.
<b>Customer Authorization</b>	Written consent from a Customer allowing a RES or Local RES to obtain Customer Information from PEMC.
<b>Customer Information</b>	Customer-specific account information maintained by PEMC.
<b>Distribution Service and Open Access Rules (DSOAR)</b>	The set of rules promulgated by ERC regarding the provision of regulated services by a DU to entities such as captive and

contestable customers, RES or Local RES, other DUs, and generation company, under the new environment created by the Act.

**Distribution Utility (DU)**

Any electric cooperative, private corporation, government-owned utility or existing local government unit which has an exclusive franchise to operate a distribution system in accordance with the Act.

For this Uniform Business Practices, references to “DU” include persons authorized to supply electricity within their respective economic zones.

**Distribution Wheeling Service (DWS)**

The conveyance of power throughout a distribution system to meet the demand of end-users.

**Distribution Wheeling Service (DWS) Agreement**

An agreement between a DU and a RES or Local RES (for Single Billing), or between a DU and a Customer (for Dual Billing), regarding the procurement of DWS.

**Drop**

A transaction that closes a Customer’s account with an incumbent RES or Local RES.

**Drop Notice**

A notice sent by PEMC for an incumbent RES or Local RES to terminate its service to a Customer effective on a given date.

**Drop Response**

A response by an incumbent RES or Local RES related to the Drop Notice.

**Dual Billing**

A billing option whereby a Customer receives two (2) separate bills from a RES or Local RES and a DU.

**Energy Regulatory Commission (ERC)**

The independent and quasi-judicial regulatory agency created under Section 38 of the Act.

**Last Resort Supply Event**

An event where a Customer ceases to receive service from its RES or Local RES, or if a Customer fails to choose a RES or Local RES as stated in Article II Sections 1

	and 2 of the Rules for the Supplier of Last Resort.
<b>Local Retail Electricity Supplier (Local RES)</b>	The non-regulated business segment of the DU catering to the Contestable Market only within its franchise area. As such, a license is not required.
<b>Philippine Electricity Market Corporation (PEMC)</b>	The entity designated by the ERC to serve as the central registration body for customer Switching and information transfer in retail competition.
<b>Request for Relocation of Service</b>	A request of a Customer to its RES or Local RES to relocate electric service at the Customer's new location.
<b>Retail Electricity Supplier (RES)</b>	Any person or entity licensed by the ERC to sell, broker, market or aggregate electricity to end-users in the Contestable Market.
<b>Retail Supply Contract (RSC)</b>	The contract for the sale of electricity entered into by and between the RES or Local RES and the Customer.
<b>RSC Termination Notice</b>	A notice sent by a RES or Local RES informing the PEMC of the Customer's decision to terminate the Retail Supply Contract.
<b>Rules for the Supplier of Last Resort</b>	The set of rules promulgated by ERC that provides the policies and procedures for the provision of back-up supply to contestable Customers in case of an event that requires the services of a Supplier of Last Resort.
<b>Rules on Settlement Resulting from Energy Imbalances</b>	The set of rules promulgated by ERC that shall address the settlement issues at the retail level arising from energy imbalances.
<b>Single Billing</b>	A billing option whereby a Customer receives only one consolidated bill issued by a RES or Local RES.
<b>Slamming</b>	Transfer of customer electric service by an incumbent RES or Local RES to another RES or Local RES, as the case may be,

without Customer permission.

**Special Meter Reading**

An actual meter reading performed by a DU upon request of a RES, Local RES, Customer or SOLR on a date that is different from the regularly scheduled meter reading date.

**Supplier of Last Resort (SOLR)**

A regulated entity with the obligation of serving end-users in the Contestable Market for the contingency that a Customer does not have supply from a competitive RES or Local RES.

**Switch Request**

A request sent by a RES or Local RES for PEMC to switch the Customer from its incumbent RES or Local RES to another RES or Local RES.

**Switch Approval / Disapproval**

A response by PEMC to a RES or Local RES, indicating acceptance of a Switch Request and effective date of switch, or rejection of Switch Request and reason for such rejection.

**Switching**

The transfer of a Customer from one RES or Local RES to another.

**Uniform Business Practices (UBP)**

The set of rules promulgated by ERC which prescribes the standardized business rules for interactions between the DU, PEMC, RES or Local RES, and SOLR relating to Customer Switching, exchange of information, metering, billing and payment, and the like.

**WESM**

The Wholesale Electricity Spot Market established by the Department of Energy (DOE) pursuant to the Act.

**ARTICLE II  
PROVISION OF CUSTOMER INFORMATION**

**Section 1. Establishment of Customer Information by PEMC**

- 1.1 At least six (6) months prior to the commencement of retail competition and open access, all DUs in Luzon shall submit to PEMC information of customers with monthly average peak demand of: 1) at least one megawatt (1 MW) for the preceding twelve (12) months, and 2) seven hundred fifty kilowatts (750 KW) to nine hundred ninety nine kilowatts (999 KW) as of date of submission, which include the following:
  - a. Customer name
  - b. Billing and service addresses;
  - c. Customer's account number;
  - d. Meter number,
  - e. Meter type (interval meter, etc.)
  - f. Meter reading date or cycle and reporting period;
  - g. Billing date or cycle and billing period;
  - h. Customer classification;
  - i. The most recent twelve (12) months of historical usage (kW&kWh).
- 1.2 All DUs in Luzon shall submit an update of the above data to PEMC every fifteenth (15<sup>th</sup>) day of the following month until the commencement of retail competition.
- 1.3 Once retail competition commences, the DUs shall regularly submit the meter reading data of each Customer to PEMC within three (3) Business Days upon meter reading.
- 1.4 The PEMC shall upload the meter reading data and make it available in the B2B system for retrieval by authorized entities, within thirty (30) minutes upon receipt of meter reading data from the DUs.
- 1.5 Once the WESM compliant TOU meters for Customers have been installed, the DU shall regularly submit the hourly consumption data for each billing cycle to PEMC within three (3) Business Days upon meter reading.
- 1.6 The PEMC shall abide by the rules and procedures in this UBP in releasing Customer information to authorized entities.

**Section 2. Request and Release of Customer Information**

This section describes the business practices for the request and release of Customer Information by concerned entities. Customer Information is necessary to allow a RES or Local RES to assess a Customer's profile before entering into an RSC with that Customer. It shall also allow the RES or Local RES to plan for its

energy purchase and the procurement of other necessary services to supply power to said Customer.

## 2.1 Customer Authorization

2.1.1 A RES or Local RES shall obtain written Customer Authorization prior to requesting Customer Information from the PEMC. The RES or Local RES shall inform its prospective Customers of the type of information to be obtained and indicate the validity of the authorization.

2.1.2 The RES or Local RES shall be held responsible for obtaining a valid Customer Authorization. The PEMC shall not be held liable for validating any request received from RES or Local RES. Any dispute between Customer and RES or Local RES regarding the authenticity of Customer Authorization shall be dealt with as provided in the Dispute Resolution Procedures, Article 1.10 of the DSOAR.

2.1.3 Customer Authorization may be provided in paper or electronic form as long as the proof of authorization is properly retained by the RES or Local RES for the period that the Customer Authorization is valid.

## 2.2 Request of Customer Information from the PEMC

2.2.1 The RES or Local RES may request Customer Information through the B2B System by sending a request for Customer Information to the PEMC. The RES or Local RES may request from the PEMC any or all of the Customer Information provided in Article II Section 1.1 above.

2.2.2 The PEMC shall release Customer Information to RES or Local RES within one (1) hour upon receipt of request.

2.3 The PEMC shall transmit the Customer Information through the B2B System. A RES or Local RES shall adequately safeguard all Customer Information and shall not publicly disclose or make available for sale any Customer Information or data obtained.

2.4 No charges shall be imposed to a RES, a Local RES or a Customer in the provision of the information described in this Section. The PEMC, however, may impose a corresponding fee for any of the following reasons: (a) request for Customer Information that covers a period in excess of twelve (12) months; (b) request for other data not included in Section 1.1; and (c) for repeat requests within the month the first request was made.

## ARTICLE III

## **CUSTOMER SWITCHING**

This Article provides the basic conditions and procedures for Customer Switching such as receiving, processing and approving / rejecting requests for Switching.

### **Section 1. Basic Conditions For Switching**

A RES or Local RES shall submit a Switch Request to the PEMC only if the following basic conditions are met:

- a) An RSC has been entered into between Customer and RES or Local RES;
- b) Cooling-Off Period has expired; and
- c) A DWS Agreement has been entered into between the RES or Local RES and the DU for Single Billing, or between Customer and the DU for Dual Billing. Said DWS Agreement will however take effect only upon approval of Switching.

### **Section 2. Transaction Timeframes**

- 2.1 Requests, notices, responses to notices or requests, and data sent or received by a concerned entity before 5:00 PM on a Business Day shall be received on that Business Day. Otherwise, it shall be deemed to have been received on the first working hour of the next Business Day.

### **Section 3. Customer Switching Procedures**

#### Submission and Facilitation of Switch Request

- 3.1 Upon fulfilling the basic conditions for Switching as stated in Section 1 above, a RES or Local RES shall submit a Switch Request to the PEMC through the B2B System at least five (5) Business Days prior to the Customer's next meter reading date for service to be effective on that meter reading date. For a Switch Request received less than five (5) Business Days prior to the Customer's next scheduled meter reading date, Switching shall be effective on the Customer's subsequent meter reading date, unless a Special Meter Reading is requested.
- 3.2 The Switch Request shall contain the following:
- a) a statement that an RSC between the Customer and RES or Local RES was signed, and the date it was signed;
  - b) duration or term of the RSC;
  - c) expiration of Cooling-Off Period; and
  - d) a statement that a DWS Agreement between the RES or Local RES and DU was entered into, and the date it was signed.

- 3.3 The PEMC shall not act on a Switch Request if any of the information prescribed in Section 3.2 above is missing. In such case, the PEMC shall advise the RES or Local RES about the missing information within thirty (30) minutes upon receipt of Switch Request.
- 3.4 The RES or Local RES shall complete the required data, and shall immediately submit the completed Switch Request to PEMC.
- 3.5 If the RES or Local RES fails to submit a completed Switch Request within one (1) day after PEMC sent the incomplete data, the PEMC shall inform the RES or Local RES that its Switch Request has been rejected.

#### Drop Notice / Drop Response

- 3.6 The PEMC shall send Drop Notice to the incumbent RES or Local RES within one (1) hour upon receipt of Switch Request.
- 3.7 Upon receipt of Drop Notice from PEMC, incumbent RES or Local RES shall check its record whether Customer has outstanding balance, or other unsettled obligations.
- 3.8 The incumbent RES or Local RES may reject a Drop Notice if Customer has undisputed outstanding balance. Otherwise, the incumbent RES shall Drop the customer and allow it to switch to a RES.
- 3.9 The incumbent RES or Local RES shall send a Drop Response to PEMC, within one (1) Business Day upon receipt of Drop Notice, indicating approval or rejection and the reason for such rejection.
- 3.10 Based on the Drop Response, PEMC shall send a Switch Approval / Disapproval to the RES or Local RES, (if disapproved, the reason for such disapproval shall be indicated), within thirty (30) minutes upon receipt of Drop Response.
- 3.11 If Customer is a direct WESM member and it wishes to be served by a RES or Local RES, said RES or Local RES shall follow the Switching procedures in Sections 3.1 to 3.5 above. The PEMC shall then undertake the necessary processes in reflecting the Customer's decision to be served directly by a RES or Local RES.

#### Switch Approval / Disapproval

- 3.12 The RES or Local RES shall inform its Customer of the Switch Approval / Disapproval within one (1) hour upon receipt from PEMC.
- 3.13 Once Switching is approved, the Customer shall settle its balances with its incumbent RES or Local RES within the timeframe specified in the RSC.

Otherwise, incumbent RES or Local RES may request for the disconnection of service due to non-payment.

- 3.14 If payment of deposit is required as stated in the RSC, the Customer shall pay the corresponding deposit to the RES or Local RES immediately after receipt of a Switch Approval from the RES or Local RES.
- 3.15 Switching takes effect on the regular meter reading date, unless a Special Meter Reading is requested.

#### Special Meter Reading

A Special Meter Reading is done on a date other than the regular meter reading date. An additional fee will be charged to the entity requesting this service.

- 3.16 If a Customer wishes to have Switching take effect on a date different from the regular meter reading date, the RES or Local RES shall indicate it in its Switch Request.
- 3.17 Once Switching is approved, the PEMC shall simultaneously send a Switch Approval to the RES or Local RES, and notify the DU to perform a Special Meter Reading.
- 3.18 The DU shall perform the Special Meter Reading on the agreed date, and shall send the meter reading data to PEMC within one (1) Business Day following the Special Meter Reading date.
- 3.19 Once made available by PEMC, the RES or Local RES shall retrieve the meter reading data for its initial meter reading, and the incumbent RES shall retrieve the same meter reading data for its final meter reading.
- 3.20 Switching takes effect on the date the Special Meter Reading was conducted.

#### Customer Switching to SOLR

- 3.21 In case of a Last Resort Supply Event, the procedures for the assumption of SOLR, as provided in Article IV of the Rules for the Supplier of Last Resort, shall be followed.

### **Section 4. Customer Relocation within DU's franchise area**

- 4.1 A Customer who intends to transfer to a new service address within the DU's franchise area and wishes to continue receiving service from its incumbent RES or Local RES shall send a Request for Relocation of Service to its incumbent RES or Local RES at least thirty (30) days before the planned relocation date.

- 4.2 The RES or Local RES shall inform the Customer whether it shall continue or discontinue its service at the Customer's new location within one (1) Business Day upon receipt of the request.
- 4.3 The RES or Local RES shall send a copy of the Customer's Request for Relocation of Service, along with a notice to continue or discontinue RES' service, to the PEMC within one (1) Business Day upon receipt of request from the Customer.
- 4.4 The PEMC shall forward the request to the DU. The DU shall then send a relocation response to the PEMC within fifteen (15) Business Days upon receipt of request. The relocation response shall indicate the effective dates and time, upon the Customer's approval, for discontinuance of service at the original location and commencement of service at the new location.
- 4.5 The PEMC shall forward such response to RES or Local RES within thirty (30) minutes upon receipt of response from DU, and the RES or Local RES shall forward such response to its Customer. The DU and Customer shall enter into a connection agreement, if there is a need for new facilities or modification of existing facilities at the new location. The relocation date shall take into consideration the DU's completion of connection facilities at the new location.
- 4.6 The DU and RES or Local RES shall also modify its DWS Agreement, taking into account the changes that the relocation shall cause.
- 4.7 If the RES or Local RES does not wish to continue service at the new location, it shall inform the Customer, and the latter shall endeavor to find a new RES and undergo the Switching procedures in Section 3 above.

## **Section 5. Customer Relocation to Another Franchise Area**

- 5.1 A Customer who intends to transfer to a new service address in another franchise area and wishes to continue receiving service from its incumbent RES shall send a Request for Relocation of Service to its incumbent RES at least thirty (30) days before the planned relocation date.
- 5.2 The RES shall inform the Customer whether it shall continue or discontinue its service at the Customer's new location within one (1) Business Day upon receipt of the request.
- 5.3 The RES shall send a copy of the Customer's Request for Relocation of Service, along with a notice to continue or discontinue RES' service, to the PEMC within one (1) Business Day upon receipt of request from the Customer.
- 5.4 The PEMC shall forward the request to the incumbent DU within thirty (30) minutes upon receipt of Request for Relocation of Service. If the RES agrees

to serve the Customer at the new location, it shall coordinate with the incumbent DU and arrange for the termination of the DWS Agreement for that Customer. The RES and Customer shall also agree on the changes in the RSC caused by the relocation, if any.

- 5.5 The incumbent DU shall send the PEMC of the effective date of termination of the DWS Agreement for that Customer as agreed upon by the RES and incumbent DU. The date of disconnection shall coincide with the effective date of termination of the DWS Agreement, and a meter reading shall be done upon disconnection.
- 5.6 The PEMC shall inform the RES of the effective date of termination of the DWS Agreement within thirty (30) minutes upon receipt from DU.
- 5.7 The RES shall enter into a DWS Agreement with the DU at the new location, and shall inform the PEMC of the new DWS Agreement upon approval by the DU, and the effective date of Customer transfer at the new location. A meter reading shall be done upon energization at the new location.
- 5.8 If the RES or Local RES does not wish to continue service at the new location, it shall inform the Customer and the latter shall endeavor to find a new RES. The Switching procedures in Section 3 above shall then be followed.

## **Section 6. Erroneous Customer Transfers**

- 6.1 A transfer of Customer to another RES or Local RES without the Customer's authorization, known as Slamming, is not permitted.
- 6.2 A Customer shall file a complaint with the ERC, if it believes Slamming has occurred.

## **Section 7. Termination of RES or Local RES Service**

### Customer's Early Termination of Retail Supply Contract

- 7.1 If a Customer decides to terminate its RSC with its RES or Local RES before the end of term of the RSC, the Customer shall inform the RES or Local RES, and the latter shall process the termination of the RSC and compute the applicable early termination fee as specified in the RSC.
- 7.2 Once the RES or Local RES receives the payment for early termination, it shall submit an RSC Termination Notice to PEMC.
- 7.3 The PEMC shall forward the notice to the DU within 30 minutes upon receipt of the RSC Termination Notice. The DU and RES or Local RES shall act on the termination of the DWS Agreement for that Customer.

- 7.4 The Customer shall switch to a RES or Local RES following the procedures for Switching.
- 7.5 Termination of RSC shall coincide with the effective date and time of switch to the RES or Local RES, or to SOLR if made a temporary option.

#### Non-Renewal of Retail Supply Contract

- 7.6 If a RES or Local RES does not intend to renew its present RSC with its Customer, it shall send a notice of non-renewal of RSC to its Customers and to the PEMC. The latter shall forward the notice to the DU thirty (30) Business Days before RSC expires.
- 7.7 The RES or Local RES and DU shall act on the termination of the DWS Agreement for that Customer.
- 7.8 The Customer shall endeavor to find a new RES and undergo the Switching procedure in Section 3 above.

#### Termination of RES or Local RES Service due to Non-Payment

- 7.9 In the event that a Customer fails to pay the RES or Local RES for services rendered by the due date, the RES or Local RES may send a 48-hour written notice of disconnection to the Customer.
- 7.10 The RES or Local RES shall inform the PEMC of such notice at the same time it sends the notice of disconnection to the Customer.
- 7.11 The PEMC shall forward the notice of disconnection to the DU within thirty (30) minutes upon its receipt.
- 7.12 If the Customer fails to pay within the 48-hour period, the RES or Local RES may send a request for disconnection to PEMC. The latter shall then forward the request for disconnection to the DU within thirty (30) minutes upon its receipt.
- 7.13 The DU shall disconnect the Customer within 24 hours upon receipt of request for disconnection, and notify the PEMC that the Customer has been disconnected.
- 7.14 The RES or Local RES shall be held liable in cases where the Customer is protesting the disconnection made by the DU.

### **Section 8. B2B System Contingency**

- 8.1 In case of emergencies affecting the operation of the B2B System, PEMC shall immediately inform the ERC, affected DUs and RES' or Local RES' of the situation.
- 8.2 During such situation, transactions will be done through e-mail or fax. The transaction timeframes, however, shall still be complied with.

### **Section 9. Data Irregularity**

- 9.1 In case there is data irregularity between retail market participants (e.g. meter reading, customer information), data from the DU shall be used temporarily while the irregularity is being investigated by the ERC.

## **ARTICLE IV BILLING AND PAYMENTS**

This Article establishes business practices for billing Customers and remitting payments to parties providing services to said Customer. The DU and RES or Local RES shall agree on a billing agreement outlining both parties' responsibilities, and procedures for the exchange of information and settlement of bills.

### **Section 1. Single Billing**

#### Bill Content

- 1.1 A RES or Local RES may decide upon the format of its single bill provided that it identifies and segregates the components of its supplier's charge and separately states the unbundled charges in sufficient detail.
- 1.2 RES' or Local RES' bills shall contain sufficient information to allow Customers to calculate their bills, such as but not limited to: the kWh usage for the indicated billing period, the billing date (due date), next meter reading date, remaining balance and payments applied.
- 1.3 RES' or Local RES' bills shall be in clear and simple language, and shall, among others, contain the following:
  - i) RES' or Local RES' contact person, address and telephone number;
  - ii) Address, telephone number and email addresses of the ERC; and
  - iii) DU's customer service and emergency telephone numbers.
- 1.4 If optional services are provided, the associated charges shall be itemized separately on the Customer's bill.
- 1.5 No party shall engage in Cramming.

## Billing

- 1.6 The DU shall send its billing statement to the RES or Local RES within the timeframe specified in its billing agreement after it has provided the Meter Reading Data to PEMC.
- 1.7 The RES or Local RES shall acknowledge receipt of the DU's billing statement within one (1) Business Day.
- 1.8 The RES or Local RES shall send the consolidated billing statement to the Customer within the timeframe specified in its RSC upon receipt of DU's billing statement.

## Payment Processing and Remittance

- 1.9 The RES or Local RES shall send DWS payments to the DU within the timeframe specified in their billing agreement by use of electronic funds transfer or bank-to-bank transfers, as agreed upon by both parties.
- 1.10 The RES or Local RES may impose late payment charges to Customers on unpaid amounts provided the terms of the late payment charges are stated in the RSC and previously disclosed to the Customers.
- 1.11 If a Customer's check is returned for any reason, the RES or Local RES may charge the Customer for the return fee and any reasonable administrative fee, in addition to late payment charges.
- 1.12 Upon failure of the RES or Local RES to pay the DU its proper share of Customer payments within the timeframe specified in its billing agreement, the RES or Local RES shall pay interest on the un-remitted amount. The RES or Local RES shall calculate the interest at the rate of 12% per annum from the date the payment was due to be received by the DU or its bank. The payment of interest is in addition to, and not in lieu of, the rights and remedies otherwise available to the parties.
- 1.13 A Customer is responsible for paying its RES or Local RES all amounts legitimately billed by the RES or Local RES, but shall not be held responsible for any amount not paid by the RES or Local RES to other market participants.
- 1.14 The RES or Local RES shall supply the agreed amount of energy to its Customer as specified in their RSC, and shall pay all amounts due to the DU, transmission company, WESM and generation company within the timeframe specified in its respective agreements to avoid disconnection of service. Any difference between the contracted amount and actual energy consumption of Customer shall be addressed by the Rules on Settlements Resulting from Energy Imbalances.

## **Section 2. Dual Billing**

- 2.1 As an option to the RES, Local RES or Customer, the Customer may be billed directly by the DU for DWS and other applicable charges.
- 2.2 The DU and RES or Local RES shall render separate bills directly to the Customer. The Customer shall pay the DU and the RES or Local RES separately within the timeframe specified in the DWS Agreement and RSC.

## **Section 3. Request for Change in Billing**

### Change from Single to Dual Billing

- 3.1 The Customer shall send a request for change in billing to RES or Local RES from single to dual billing.
- 3.2 The RES or Local RES shall send request for change in billing to DU at least fifteen (15) calendar days prior to the scheduled meter reading date.
- 3.3 The DU shall acknowledge receipt of the request for change in billing within one (1) Business Day upon receipt of said request.
- 3.4 The DU shall provide a response for change in billing to RES or Local RES within two (2) Business Days indicating the effective date of change in billing option.
- 3.5 The RES or Local RES shall notify the Customer of the effective date within one (1) Business Day upon receipt of response for change in billing.
- 3.6 The RES or Local RES shall refund to its Customer the portion of the Customer deposit that is allocated for DWS deposit within thirty (30) days upon receipt of response for change in billing.
- 3.7 The RES or Local RES shall show the corresponding proof of refund and change in billing to the bank holding its escrow account, and adjust the amount deposited in escrow.
- 3.8 The DU and Customer shall enter into a DWS Agreement and the latter shall pay the corresponding DWS deposit to the DU.

### Change from Dual to Single Billing

- 3.9 The Customer shall send a request for change in billing to RES or Local RES from dual to single billing.

- 3.10 The RES or Local RES shall send request for change in billing to DU at least fifteen (15) calendar days prior to the scheduled meter reading date.
- 3.11 The DU shall acknowledge receipt of the request for change in billing within one (1) Business Day upon receipt of said request.
- 3.12 The DU shall provide a response for change in billing to RES or Local RES within two (2) Business Days indicating the effective date of change in billing option.
- 3.13 The RES or Local RES shall notify the Customer of the effective date within one (1) Business Day upon receipt of response for change in billing.
- 3.14 The DU shall refund to the Customer its DWS deposit within thirty (30) days upon sending the response for change in billing.
- 3.15 The DU and RES or Local RES shall enter into a DWS Agreement.
- 3.16 The RES or Local RES shall pay the DU the corresponding DWS deposit, and in turn charge the Customer for such deposit.
- 3.17 The RES or Local RES shall then show the documents regarding the change in billing to the bank holding its escrow account, and adjust the amount deposited in escrow accordingly.
- 3.18 No DU, RES or Local RES shall impose a charge on a Customer for changing a billing option.

## **ARTICLE V REPORTORIAL REQUIREMENTS**

- 1.1 The PEMC shall submit the following information to the ERC:
  - a. Number and names of Customers served by each RES or Local RES.
  - b. Number of Customers that switched, sorted by DU franchise area;
  - c. Percent (%) increase in Switching per DU franchise area;
  - d. Number of Switch Requests received per DU franchise area;
  - e. Number of Switch Requests approved per DU franchise area;
  - f. Number of Switch Requests rejected per DU franchise area, and reasons for rejection;
  - g. Average Switching time (no. of hours or days from receipt of Switch Request to date Switching took effect)
  - h. Maximum and minimum Switching time
- 1.2 The PEMC shall submit a regular update of the above data to ERC every 15<sup>th</sup> day of the following month.

**ARTICLE VI  
SANCTIONS**

ERC shall impose the appropriate fines and penalties for any violation or non-compliance with the UBP, pursuant to the “Guidelines to Govern the Imposition of Administrative Sanctions in the Form of Fines and Penalties Pursuant to Section 46 of R.A. 9136”.

**ARTICLE VII  
AMENDMENTS**

The ERC shall amend and expand the UBP from time to time where this may be necessary. Before making any significant revisions to the UBP, the ERC will undertake public consultation as appropriate.

**ARTICLE VIII  
SEPARABILITY**

If for any reason any provision of the UBP is declared unconstitutional or invalid by final judgment of a competent court, the other parts or provisions hereof which were not affected thereby shall continue to be in full force and effect.

**ARTICLE IX  
EFFECTIVITY**

The UBP shall take effect on the fifteenth (15<sup>th</sup>) day following its publication in a newspaper of general circulation in the country.

Pasig City, [place date here]

<b>RODOLFO B. ALBANO, JR.</b> Chairman	
<b>RAUF A. TAN</b> Commissioner	<b>ALEJANDRO Z. BARIN</b> Commissioner
<b>MARIA TERESA A.R. CASTAÑEDA</b> Commissioner	<b>JOSE C. REYES</b> Commissioner