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Utility Regulation and Competition Office

Summary of 2021 complaints to OfReg.
Complaints@ofreg.ky

Case # C 1 – 2021

Entity involved: FLOW

Date of Complaint: 4 January 2021

Summary

An individual requested details of their personal phone records from their service provider. The service provider did not have records over 6 months old. This matter was closed.

Case # C 2 - 2021

Entity involved: Two separate gas stations and a local bank

Date of Complaint: 8 January 2021

Summary

An individual stated that they purchased gas at two different gas stations and were charged more on their credit card than the amount of gas they got. A query with the bank and gas stations revealed that the prices were in Cayman Islands dollars and the individual was paying with a US dollar credit card hence the difference in prices. This matter was closed.

Case # 3 – 2021

Entity involved: C3

Date of Complaint: 18 January 2021

Summary

An individual stated that they are having intermittent internet issues and would like to cease service with the provider. The individual was advised that in compliance with OfReg's complaints policy they should first report the matter to the service provider. The individual later reported to OfReg that the issue was resolved and the matter was closed.

Case # 4 – 2021

Entity involved: CUC

Date of Complaint: 11 February 2022

Summary

An individual reported that weeks after closing an account with the utility provider, they were unable to get a refund of their deposit. The deposit was returned on 23 February 2021.

Case # 5 – 2021

Entity involved:

Date of Complaint: 22 January 2021

Summary

Two persons in a criminal matter contacted OfReg to report misuse of ICT against each other. They were advised that the RCIPS was the correct entity to investigate this matter.



Case # 6 – 2021

Entity involved:

Date of Complaint: 6 March 2021

Summary

An individual stated they have been receiving threatening phone calls from another person. The individual was advised to report the matter to the RCIPS.

Case # 7 – 2021

Entity involved: CUC

Date of Complaint: 15 March 2021

Summary

An individual stated their utility bill was too high and they were unable to keep up with it. The utility provider stated they have entered into a payment plan with the individual. This matter was closed.

Case # 8 – 2021

Entity involved: FLOW

Date of Complaint: 16 March 2021

Summary

An individual stated they were having Wi-Fi problems due to pole attachment issues. The utility provider provided the complainant with a Wi-Fi box. The individual later stated that the matter was resolved.

Case # 9 – 2021

Entity involved: FLOW

Date of Complaint: 17 March 2021

Summary

An individual stated they were having landline, TV and internet disruption due to pole attachment issues. The Office tried to contact the individual but was unsuccessful. This matter was closed out.

Case # 10 – 2021

Entity involved: Digicel

Date of Complaint: 22 March 2021

Summary

An individual stated that they received a bill and did not receive their deposit despite closing out their account. On 6 April 2021, the individual confirmed they received the deposit, and this matter was closed out.

Case # 11 – 2021

Entity involved: Flow

Date of Complaint: 26 March 2021

Summary

An individual stated that the internet speed they are paying for is slower than what is being paid for. The individual later contacted OfReg and stated that the matter was resolved.

Case # 12 – 2021

Entity involved: CUC

Date of Complaint: 15 April 2021

Summary

An individual stated that CUC was not accepting Customer Owned Renewable Energy (CORE) applications on a first come first served basis as was previously done in the past. CUC stated that the application process was changed, and it was publicised on their website. CUC also stated that all



solar providers were contacted prior to the new application process coming online. CUC agreed to accept the 63 applicants that were left off the CORE program.

Case # 13 – 2021

Entity involved: CUC

Date of Complaint: 15 April 2021

Summary

An individual stated that CUC was not accepting Customer Owned Renewable Energy (CORE) applications on a first come first served basis as was previously done in the past. CUC stated that the application process was changed, and it was publicised on their website. CUC also stated that all solar providers were contacted prior to the new application process coming online. CUC agreed to accept the 63 applicants that were left off the CORE program.

Case # 14 – 2021

Entity involved: Flow

Date of Complaint: 30 April 2021

Summary

An individual stated that they requested a copy of their 'Lime for Life' contract from the service provider, complained of lack of response and terrible customer service from the provider. On 2 August 2021, the individual withdraw their complaint stating that the matter was resolved to mutual satisfaction between FLOW and them.

Case # 15 – 2021

Entity involved: CUC

Date of Complaint: 28 April 2021

Summary

An individual stated that CUC were threatening to turn off their solar energy system within three months. CUC stated that there were a number of solar systems that was not configured in compliance with the required inverter settings as detailed in the CORE/DER Agreement. The additional loss of generation resources represented by CORE/DER systems coming offline shortly after a generating unit trip causes significant instability in the grid, which can result in service outages to all CUC customers. CUC also stated that such systems are therefore operating in a manner contrary to Section 3.11, which relates to the impact of the CORE/DER system on safety and power quality for other CUC customers. In such a scenario, CUC retains the right to disconnect the CORE/DER generator from the CUC T&D System until such time that it is satisfied the condition has been corrected.

Case # 16 – 2021

Entity involved: Logic

Date of Complaint: 6 May 2021

Summary

An individual stated that the business and residence rates are different. Logic stated that they prioritize businesses over residential customers as Bandwidth is their largest expense as a company and that businesses tend to use more data than residential customers. As such, if anything goes wrong with a business, they have direct access to a business manager with dedicated service technicians. Logic also stated that it costs their company more to service businesses and hence the higher package pricing and that segmenting residential and business customers is not something that just Logic practices or even something unique to the Telecoms industry in Cayman but a global telecom practice.



Case # 17 – 2021

Entity involved: Digicel

Date of Complaint: 20 May 2021

Summary

An individual stated that they had not paid a bill and when they went to pay Digicel requested payment for the period they were disconnected. Digicel stated that according to the contract with the individual that person would have to pay for internet whether they were disconnected or still have access to the internet during the disconnecting period.

Case # 18 – 2021

Entity involved: Flow

Date of Complaint: 27 May 2021

Summary

An individual stated that they were not charged the preferred roaming rate they signed up for. Flow stated the individual will be charged the correct rate and the customer's account will be credited with the refund.

Case # 19 – 2021

Entity involved: CUC

Date of Complaint: 4 June 2021

Summary

An individual stated that they left the island and there was a delay in getting their deposit from CUC. The deposit was eventually returned to the individual.

Case # 20 – 2021

Entity involved: Cayman Brac Power & Light (CBP&L)

Date of Complaint: 6 June 2021

Summary

An individual stated that the streetlight on Southside Road was not replaced after hurricane Paloma. This matter was referred to CBP&L by OfReg who reached out to the individual for an update. There were no updates from the individual.

Case # 21 – 2021

Entity involved: Cayman Islands Coast Guard (CICG), a private gas station, a private security company

Date of Complaint: 25 August 2021

Summary

An individual stated that CICG is using marine channel 14 to broadcast weather information and this is not allowed. OfReg informed the individual that according to the inter-agency agreement between the Maritime Authority of the Cayman Islands (MACI), the National Weather Service (NWS) and CICG, the obligation to provide meteorological services and warnings are contained in regulation 5 of chapter V of the International Convention for the safety of Life at Sea (SOLAS). This regulation requires countries to warn ships in the area of gales, storms and tropical cyclones by text and Issue twice daily maritime weather forecasts via GMDSS radio system. The individual also stated that two companies are using marine radios to communicate with their staff. The individual was informed that the radios used by the gas station and the security company are classed as intrinsically safe from a spectrum interference perspective and the companies were found not to be in breach of requiring a licence to operate handheld radios.



Case # 22 – 2021

Entity involved: Digicel

Date of Complaint: 22 March 2021

Summary

An individual stated that they cancelled their account in January 2021. However, they were charged \$200.00 in March 2021 by direct debit. The individual was refunded.

Case # 23 – 2021

Entity involved: Flow

Date of Complaint: 2 July 2021

Summary

An individual stated they were unable to get a full report on their June 2021 bill as it was unusually high, and they could not get this report. OfReg reached out to Flow and the individual was provided with the information they wanted.

Case # 24 – 2021

Entity involved: OfReg

Date of Complaint: 6 July 2021

Summary

An individual stated they submitted a renewal application for an aircraft radio license and did not receive it. On 25 August 2021 the license was completed and sent to the individual.

Case # 25 – 2021

Entity involved: Flow

Date of Complaint: 20 July 2021

Summary

An individual stated that they subscribed for the 'unlimited' 4G mobile data plan and after reaching 30gb the service was degraded to a speed of 128kbps. On reaching 30gb of data use, it did indeed slow to a speed which rendered all apps on their phone useless unless they connected to a wifi network. The individual further stated Flow referred them to their 'fair usage policy' and said that is where they 'set limits for the plan based on acceptable normal customer usage to ensure that customers have equitable access to their network and to provide the best quality of service to a maximum number of their customers'. The individual stated they believe this to be false advertising. A number of questions were asked of the individual by OfReg i.e

(1) Did FLOW communicated the terms and conditions at the time they signed up with Flow?

(2) How did they become aware of the plan? Did FLOW reach out to them? If so, was this limit to the plan communicated to them?

(3) Do they have a copy of the contract they signed with FLOW for OfReg to review the terms and conditions? There was no response from the individual, therefore the matter was closed out.

Case # 26 – 2021

Entity involved: Logic/Flow

Date of Complaint: 26 July 2021

Summary

An individual stated that they would like to have Logic's TV service but retain Flow's internet service as it is primarily underground whereas Logic's is CUC pole dependent and more liable to hurricane impairment.

They were informed by Logic that they cannot share the fibre into their home from the CUC pole to the house as they "use a different fibre". The individual wanted to know if it was possible for Flow and Logic to share the pole-to-house fibre connection? They individual was informed that multiple service providers utilising the same strand of drop fibre for multiple services is not currently called for in law or regulations. The individual stated they will have further discussion with OfReg but did not follow up.



Case # 27 – 2021

Entity involved: Flow

Date of Complaint: 5 August 2021

Summary

An individual stated their internet is freezing and this is causing a disruption to their business. The individual was advised to first make a complaint to Flow and if the matter is not satisfactorily resolved they can contact OfReg. There were no further complaints from the individual.

Case # 28 – 2021

Entity involved: Cayman Water Company

Date of Complaint: 10 August 2021

Summary

An individual stated they heard an advert where Cayman Water stated that ...'our water costs 100% to 300% less than bottled water.' The individual further stated that this is false as the calculations imply that the water is free and would like CWC to honor their claim. OfReg reviewed the advert and reach out to the individual who later stated that for CWC to honor the claim they would have to in effect have to provide free water to all their customers. The individual further stated that this is clearly an unrealistic outcome and if the calculation error was an honest mistake its best to bring it to closure. This was closed out by OfReg.

Case # 29 – 2021

Entity involved: Jack's Esso North Side

Date of Complaint: 26 August 2021

Summary

An individual stated that the pump at Jack's Esso was replaced and since being replaced it has been beeping regularly. OfReg contacted SOL who went out and fixed the problem.

Case # 30 – 2021

Entity involved: Digicel

Date of Complaint: 31 August 2021

Summary

An individual stated that when they activated their data plan, they were informed that any remaining data would be rolled over to their other data plan and Digicel is refusing to do so. The individual later contacted OfReg and stated that the missing data was added to their data plan so no further assistance was required.

Case # 31 – 2021

Entity involved: Flow

Date of Complaint: 30 August 2021

Summary

An individual stated that following the eye of Hurricane Grace on Wednesday 18th August 2021 their modem was affected during a lightning strike and they tried to get a new modem, but the company refused to provide a new one. The individual later stated that Flow came and installed a new box, and they received a discount for the loss.

Case # 32 – 2021

Entity involved: Flow

Date of Complaint: 30 August 2021

Summary

An individual stated that Flow lines were knocked down and left hanging on a blind corner and despite contacting Flow the lines were still hanging dangerously. On 5 September 2022, the individual stated that Flow came out and fixed the lines.



Case # 33 – 2021

Entity involved: Flow

Date of Complaint: 16 November 2021

Summary

An individual stated they terminated their services with Flow and despite trying to get back their deposit, they could not get the refund. OfReg reached out to Flow and was informed the individual never made a deposit when the account was opened in 2005. This was relayed to the individual.

Case # 34 – 2021

Entity involved: Digicel

Date of Complaint: 30 November 2021

Summary

An individual stated that despite making online payments to their account, Digicel sent them numerous notifications that their account would be disconnected for lack of payment. OfReg reached out to Digicel who confirmed they received the payments, and the customer would not be disconnected. This was relayed to the individual.

Case # 35 – 2021

Entity involved: Home Gas Ltd. (HGL)

Date of Complaint: 17 September 2021

Summary

An individual stated they sent an online payment to HGL in error and was seeking a refund. The individual later stated that HGL refunded them the money.

Case # 36 – 2021

Entity involved: Cayman Water Company (CWC)

Date of Complaint: 13 December 2021

Summary

An individual reported there was a major water leak at their premises and that CWC is at partially responsible since they were in the general vicinity conducting checks. OfReg investigations concluded the water leak was underground on the individual's premises and CWC does not monitor water usage on a daily basis. The monitoring is done at the end of the month and that was when CWC became aware of the leak and notified the individual. Therefore, CWC was not liable.