

PUBLIACQUA S.p.A.

# ABRIDGED CHARTER OF SERVICES

Approved by resolution no. 23 of 7 December 2018. Effective from 11 December 2018.

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The Charter of the 'Servizio Idrico Integrato – SII', herein after Integrated Water Service, is an attachment to the User Contract entered into by the Service supplier and the Users, and is the document in which are specified the expected standards of quality for the services supplied and the ways in which they can be enjoyed, including the rules governing the relationship between the Users and the Supplier of the Integrated Water Service.

The Charter of Services may be requested for in unabridged form as follows:

#### • At the front desks:

Address	Opening times	Opening hours
Firenze, via De Sanctis n. 49/51	Monday to Friday	From 8:30 a.m. to 4:30 p.m.
	Saturday	From 8:30 a.m. to 12:30 p.m.
Prato, via del Gelso 15	Monday to Friday	From 8:30 a.m. to 4:30 p.m.
	Saturday	From 8:30 a.m. to 12:30 p.m.
Pistoia, viale Matteotti 45	Monday to Friday	From 8:30 a.m. to 4:30 p.m.
	Saturday	From 8:30 a.m. to 12:30 p.m.
S. Giovanni Valdarno, via E. Gadda 1	Monday to Friday	From 8:30 a.m. to 4:30 p.m.
	Saturday	From 8:30 a.m. to 12:30 p.m.
Borgo San Lorenzo, Piazzale Curtatone e Montanara 29	Tuesday and Thursday	From 8:30 a.m. to 12:30 p.m. and from 2:30 to 4:30 p.m.
San Casciano Val di Pesa,	Tuesday	From 8:30 a.m. to 12:30 p.m.
via Antonio Morrocchesi 50/A	Thursday	From 8:30 a.m. to 12:30 p.m. and
		from 2:30 to 4:30 p.m.

#### • By writing to:

Publiacqua spa, Via Villamagna 90/C, 50126 Firenze

• By calling:

Toll-free Number for Information and Operations 800 238 238

• By downloading it from: www.publiacqua.it or www.autoritaidrica.toscana.it.



Publiacqua bases its relationship with the citizens/users on the following main principles:

#### **EQUALITY AND IMPARTIAL TREATMENT**

The supply of the integrated water service is based on the principle of equality of user rights. The rules governing the relationship between the Supplier and the users irrespective of differences in gender, race, language, religion and political beliefs. Equal treatment for users must be ensured throughout the country, system/functional conditions being equal. The Supplier undertakes, in particular, to pay special attention to persons with handicaps, to the elderly and to the citizens/users belonging to the underprivileged social classes. The Supplier undertakes to treat all users in an objective, just and impartial manner.

#### CONTINUITY

The commitment is guaranteed to supply a continuous, regular and uninterrupted service. Service interruptions are to be attributed solely to events of force majeure and/or to failures or maintenance operations made necessary to ensure the correct functioning of the system. In such cases, the Supplier undertakes to limit the time of interruption as much as possible and, anyhow where envisaged, to activate emergency replacement services.

#### **PARTICIPATION**

The end user, either individually or via the specifically delegated Associations of Consumers and Users, has the right to access his/her personal data and may advance proposals regarding his/her issues.

As regards the aspect concerning the relationship with the end user, the Company guarantees the identifiability of its personnel, identifies the Corporate contact person, communicates its PEC and the other channels of communication.

The Company acquires, on a periodic basis, the assessments of end users regarding the quality of the service supplied via customer satisfaction surveys.

#### STAFF CONDUCT

The personnel is expected to treat all users with respect and courtesy, to meet their needs, to help them in exercising their rights and in fulfilling their obligations by providing, where necessary, clear explanations and adequate supporting documentation. Company staff members are also expected to identify themselves, both during personal relationships and on the phone.

#### CLARITY AND COMPREHENSIBILITY OF MESSAGES

The Company pays much attention to the effectiveness of language, including symbols, used with the end users and to simplifying it to the utmost.

#### **EFFICACY AND EFFICIENCY**

The Company's objective is to progressively and continuous improve the efficacy and efficiency of its service by adopting the most functional technologic, organizational and procedural solutions to achieve it. It tends to rationalise, to reduce and to simplify the procedures, especially with regard to the operations involving the users, in application of current laws in force.

#### SUSTAINABLE USE OF THE RESOURCE

The indiscriminate use of water as a resource without foreseeing its impact on the quantities of water available over the mediumand long-term period may lead to the depletion of the resource itself. It is therefore necessary to manage the water as a resource in such a way as to guarantee an environmentally sustainable manner. To use the resource sustainably means that it must not be used in excess with respect to its capacity to regenerate itself, and that its wasting and the withdrawal of surface water must be limited. The use of water as a resource must be in compliance with Directive No. 2000/60/EC and must be performed in compliance with environmental safety and human health safety regulations.



For the purposes of this Charter the following definitions apply:

**Acceptance of the Quotation:** is the formal acceptance, on behalf of the applicant, of the conditions set out in the quotation, with effect from the moment in which the applicant makes the payment of the amount and the supplier receives the required documentation; **Aqueduct:** it is the group of collection, supply, purification and distribution infrastructures aimed at providing water;

**Phone Tree or IVR (Interactive Voice Response):** is a system consisting of an automatic responder with interactive functions which, based on the responses provided by the end user via keyboard or by voice recognition, allows access to a menu of services as well as the possibility to request to be put in contact with an operator;

**Water Connection:** is the water pipe that comes from the main pipeline and/or related devices and accessory items and connections, dedicated to providing the service to one or more users. Normally it starts at the connection point of the distribution pipeline and ends at the delivery point of the aqueduct;

**Sewer Connection:** is the pipeline that collects and transports wastewater from the sewage discharge point to the public sewer; **Postponed Appointment:** is the appointment fixed, upon the request of the applicant, on a date following the one proposed by the supplier:

**Authorization Deeds:** are concessions, authorizations, easements or mandatory reports, that the supplier must obtain in order to be able to carry out the service, these exclude those concessions, authorizations or easements which are the responsibility of the applicant to request;

**Activation of the Supply:** is the start of the delivery the service, following either a new supply contract or a modification of the contractual conditions (transfer);

**Self-Reading:** is the method in which end users provide the SII (Servizio Idrico Integrato, Integrated Water Service) supplier with a reading, by communicating the measurement indicated by the numerical totalizer on their meter;

**Regulatory Authority for Networks and Environment Energy (ARERA ex-AEEGSI, Italian Regulatory Authority for Electricity Gas and Water):** is the Entity, established pursuant to law n. 481/95, to which the Government has transferred "the regulation and control functions of water services";

**Water Authority of Tuscany:** is the entity with legal personality established by the Regional Law of Tuscany n. 69/2011 and subsequent amendments;

**Call Center:** is a telephone service equipped with technologies that allow the supplier to record the beginning of the response, the possible request to speak to an operator, if the answer is via automatic responder, and the beginning of the conversation with the operator or the end of the call, if it ends sooner;

**Due to Force Majeure Acts of Public Authority, Exceptional Natural Events are:** events for which the state of calamity has been declared by the competent authorities, strikes called without advance notice as foreseen by the law, denied authorizations deeds. All acts and facts, unforeseen and unforeseeable that are not attributable to the Supplier, which render the fulfillment of the obligations objectively impossible, in whole or in part, are due to force majeure;

**Termination:** is the deactivation of the delivery point or unloading point, with sealing or removal of the meter, following the cancellation of the supply contract by the end user;

**Traceability Code:** is the code, or several correlated codes, communicated to the applicant, at the moment of the request for service, which allows a one-way tracking of the service provided during all the management phases;

**Historical Consumption:** is the arithmetic average of the annual consumption over the last three years and in any case as established pursuant to TIMSII (Testo Integrato Misura Servizio Idrico Integrato, Integrated Text of Measures of Integrated Water Service);

**Contract for the Supply of Integrated Water Service**, or each of the individual services that comprise it, is the deed stipulated between the end user and the service supplier;

#### Sending Date is:

- for communications sent by fax or courier, the date indicated on the fax receipt or the pick-up date by the forwarding courier. In the



event that the courier does not release receipts, it is the date of receipt registered in the supplier's logbook;

- for communications transmitted electronically, the date of insertion in the supplier's data system or, if transmitted by e-mail, the date the communication is sent;
- for written requests and confirmations brought in person to one of the branches, the date it was presented with issuance of a receipt; **Date of Receipt is:**
- for requests and written confirmations sent by fax or courier, the date indicated on the receipt of the fax or the date of delivery by the chosen courier with issuance of a receipt; in the event that the courier does not issue receipts, it is the date of receipt registered in the supplier's logbook;
- for requests made by telephone or written confirmations sent by electronic means, the date of receipt of the communication;
- for requests and written confirmations brought in person to one of the branches, the date of presentation upon release of a receipt;

**Quality Data:** are the data and information relevant to the contractual quality of the SII (Servizio Idrico Integrato, Integrated Water Service), or of each of the single services that compose it, communicated to the Authorities by the suppliers;

**Purification:** is the set of urban wastewater treatment plants conveyed by the sewer networks, in order to render the treated waters compatible with the final receiver, including the sludge treatment processes;

**Deactivation of the Supply:** is the interruption of the delivery of the service at the delivery point following the request of the end user or the supplier, in the event of arrearage of the end user;

**Sewerage:** is the set of infrastructures for the removal of urban waste water, consisting of domestic or assimilated wastewater, industrial wastewater, rainwater and first rainwater; it also includes the collection networks, the primary and secondary collectors, and the possible overflow items, including the connected emissaries and offtake channels;

**Supplier:** is the subject that manages the SII (Servizio Idrico Integrato, Integrated Water Service) or each of the single services that make it up by virtue of any form of authorization and with any legal form in a given territory, including the Municipalities that manage them financially;

Weekday: a day of the week, not including festivities, from Monday to Saturday inclusive;

**Working Day:** a working day of the week, not including festivities, from Monday to Friday inclusive;

**Faulty Meter:** faulty meters that cause inefficient service to the end user, such as, for example, lack of water and/or leaks.

**Automatic Compensation:** the amount granted to the end user in the event that the supplier does not comply with the specified quality standards;

**Interruption of the Aqueduct Service:** is the non-delivery of the service to an end user, at the minimum conditions of flow rate and hydraulic load defined by the current legislation or in the foreseen cases specified in the utility contract; this comprises all types of interruptions including those for water rationing in conditions of water shortage;

**Unplanned Interruptions:** are the interruptions to the aqueduct services resulting from notices made to the emergency line or alerts picked up by remote or internal controls attributable to problematic or dangerous conditions (for users or for the environment), which require interventions that cannot be deferred. These interventions will be carried out as quickly as possible in compliance with priorities set in parallel with continuity of the service;

**Planned Interruptions:** are service interruptions which differ from the unplanned interruptions referred to in the preceding paragraph;

**Default Interest:** in the event of non-compliance with the payment terms established by the Supplier, default interest is applied to the End User with effect from the first day following the deadline of the invoice payment term.

**Simple Work:** is the work that involves state of the art execution of new water or sewer connections or any kind of work on existing connections (for example new connectors) or on existing meters (moving them, replacing them, etc.) that does not require specific interventions in order to adapt the existing hydraulic parameters of the connections to the new situation or the execution of work for which it is necessary to obtain authorizations from third parties or the need to interrupt the delivery of the service to other users; **Complex Work:** is the work to be carried out, upon the request of the end user, that does not fall under the simple work category;



**Reading:** is the actual reading, by the SII (Servizio Idrico Integrato, Integrated Water Service) supplier, of the measurement expressed by the numerical totalizer on the meter;

**Pressure Level:** is the unit of measure of strength impressed on the water inside the pipeline expressed in atmospheres;

**Measurer:** is the device placed at the end user's delivery point to measure the volumes delivered;

**State of Arrears:** state the End User finds him/herself in, when the invoice is not paid by the deadline. Partial or reduced payments of the bills are not permitted, unless expressly authorized by the Supplier;

**Operator:** is a person instructed and able to respond to the requests made by the end user, who contacts the supplier, in relation to all the main aspects of the delivery of one or more SII (Servizio Idrico Integrato, Integrated Water Service) services;

**Non-Potable Water Ordinance:** is the precautionary measure adopted by the mayor to protect public health, following the ascertained exceedance of the parameter values established by Annex I of Legislative Decree 31/2001 and subsequent amendments; **Hidden Leakage:** is a leakage that is generated downstream of the delivery point, not identifiable by the end user following the principle of normal diligence. It occurs as a result of a break in sections of the built-in or buried pipes or due to system failures, which are inaccessible or not inspectable, excluding, for example, malfunctions to floats, valves, faucets and other apparatuses that are physically visible or inspectable;

Finalization of the Contract in Relation to the Provisions Activated from the Date of Entrustment of the Integrated Water Service to the Supplier: means the undersigning when expressly requested and/or the presentation of all the required documentation and the payment of the fees by the end user;

**Area Plan** is the Plan prepared and updated by the Water Authority of Tuscany pursuant to Legislative Decree 152/2006;

**Flow Rate:** is the measure of the quantity of water that passes through the pipeline in the unit of time;

**Provision:** is, unless otherwise specified, any response to a complaint or written request, meaning any work or intervention carried out by the supplier;

**Delivery Point of the Aqueduct:** is the point where the water connection pipe is connected to the end user's plant or plants. The meter is installed at the delivery point. The end user's water supply systems are to be intended as the ones located on the user's private property.

**Sewer Drainage Point:** is the point where the sewer connection pipe is connected to the end-user's plant or wastewater collection plants. The end user's wastewater collection plants are to be intended as the ones located on the user's private property;

**Written Complaint:** is a written communication sent to the Supplier, including electronically, following the methods indicated by the Company on the site, in which the end user, or his/her legal representative, or a Consumer Association, expresses justified complaints on the inconsistency of the service obtained, substantiated by one or more requirements defined by laws or administrative measures, by the contractual proposal to which the end user had adhered, by the Service Regulations and/or by the Charter of Services, with the exception of written requests for billing adjustments. For the purposes of classification and final accounting, the cases of reiteration or solicitation of the same claim due to non-response to the initial claim, will not be considered as a complaint and no compensation will be provided;

**Reactivation:** means the reinstatement of the delivery of the service to the delivery point, which marks the end to the deactivation or the limitation or suspension of the delivery, due to delinquency;

**Request for information:** is a written communication sent to the Supplier, including electronically, in which any individual requests information regarding the water service, which cannot, however, make any reference to a perceived inefficient service;

**Written Request for Billing Adjustments:** is every form of written communication, sent to the supplier, including electronically, in which an end user makes a complaint on inaccurate fees invoiced for one or more SII (Servizio Idrico Integrato, Integrated Water Service) services;

**Termination of the Contract for Non-Payment:** is the termination of the contract - also with removal of the meter - authoritatively executed by the Supplier in cases where non-payment by the end user persists, after the suspension or limitation of the delivery, beyond the deadlines established in the Service Regulations;

**RQSII:** is Annex A of resolution n. 655/2015/R/IDR, issued by ARERA, regarding the integrated Text for the regulation of the contractual quality of the integrated water service;

**RQTI:** is Annex A of resolution n. 917/2017/R/IDR, issued by ARERA, regarding the Text for the regulation of the technical quality of the integrated water service, or of each of the individual services of which it is composed;

**Integrated Water Service (SII):** is the group of public water collection, supply and distribution services for civil use, sewage and purification of waste water, or each of the aforementioned services taken singularly, including collection and supply services for multiple uses and purification services for mixed civil and industrial uses, defined in accordance with the regulations on accounting unbundling of the SII (Servizio Idrico Integrato, Integrated Water Service).

**Emergency Replacement Service:** for interruptions affecting less than 10,000 inhabitants, it consists in guaranteeing a per capita supply of at least 25 liters per day, for the other interruptions the per capita allocation must be at least 10 liters per day. This availability of the potential distribution capacity is ensured by means of tankers or plastic containers or through the presence of a neighboring supply point or through the re-feeding of the utilities, notwithstanding the minimum conditions of flow rate and hydraulic load, for at least 6 hours, not necessarily consecutive, between 7:00 a.m. and 7:00 p.m.;

**Telephone Service:** is the telephone service that allows the end user to contact his/her supplier to request information or services, file complaints and receive any other contractual service or practice that the supplier can carry out by telephone; for each telephone service one or more telephone numbers are made available; the telephone service can be equipped with a phone tree or IVR;

Site Visit: is the verification of the technical conditions for the delivery of the service or its activation or the state of the sites;

**Physical Branch:** is a physical point of contact in the area, made available by the supplier, to request information or services;

**On-Line Desk:** desk reserved for users, who are registered on the supplier's website, and that provides specific services;

**Specific Level or Standard of Quality:** is the level of quality of the single service to be guaranteed to the end user;

**General Level or Standard of Quality:** is the level of quality of the group of services to be guaranteed to end users;

**Takeover:** is the request for the reactivation of a deactivated delivery point, with a simultaneous change in the ownership of the contract or of the identification data:

**Processing Time to Obtain the Authorizations:** is the time it takes for the issuance of authorizations, which starts on the date the request for authorization is presented and ends on the date the granted authorization is issued;

**TIMSII:** is Annex A of resolution n. 218/2016/R/IDR, issued by ARERA, concerning the regulation text of the metering service in the integrated water service, at a national level;

**User (or End User):** is the physical or legal person who has stipulated or intends to enter into a supply contract for domestic use of one or more SII (Servizio Idrico Integrato, Integrated Water Service) services;

**Weak Users:** are the users who are in poor socioeconomic conditions, as defined by the specific regulation (Regional Regulation of the Tuscan Water Authority for the implementation of tariff reductions of a social nature for the SII (Servizio Idrico Integrato, Integrated Water Service), approved with resolution n. 5/2016), or by the Resolutions issued by ARERA;

**Indirect Users:** these are the final recipients of the service provided to condominium users and coincide with the real estate units underlying the supply contract for one or more SII (Servizio Idrico Integrato, Integrated Water Service) services;

**Vulnerable Users:** are the disabled, the seriously ill users. The latter can be reported by the social services of the Municipality in which the users belong or by the relative ASLs (Azienda Sanitaria Locale, Local Health Unit);

**Condominium Users:** are the end users served by a single delivery point that distributes water to several real estate units, even with different uses. The condominium utilities are, for all intents and purposes, equivalent to the end users;

**Sub-metering utility:** is the utility that is served through a single meter that distributes water to several dwellings/units, each of which holding a contract with the supplier and its relative accessible meter, in accordance with the provisions of the Regulations for condominium utilities;

**Transfer of Utility:** is the request for the activation of an already activated delivery point, with a simultaneous transfer in the ownership of the contract or of the identification data.





The execution times of the services supplied are expressed in working days, unless indicated otherwise in the Charter.

If the expiry date falls on a public holiday, it is intended as extended to the next working day or weekday.

For the purpose of the calculation of the service execution times, the day of the patronal feast of the city in which the point of delivery is located is considered festive where this is not actually worked.

Requests for executing the services subject to specific and general quality standards, expressed in working days, received by the manager beyond 6 pm of the working days will be treated by the supplier as received on the first following business day. The calculation of the time for performing services subject to specific and general quality standards excludes:

- the time required for obtaining opinions, documents and third party permits;
- any delay attributable to events beyond and independent from the will and ability of the Company (causes of force majeure).

The time it takes to issue permits is the time between the date of first permit request and the date of issue of the permit issued last.

In all cases, where due to causes of force majeure or attributable to third parties the Company cannot meet the established deadlines, it is obligated to notify the end user about the new term and the reason for the postponement in a timely manner.

As regards the time of execution of the connection, not counting the time required to obtain a permit from third parties as per DPCM of 1999, the Company takes account of the time required to carry out any necessary inspections, including by appointment with the end user, but does not include the time used to prepare the quotation should this be necessary.

The Company also does not take into account the time required for any adaptation work to be charged to the end user indicated in the quotation and, anyhow, any other obligation care of the end user or to another subject who is not the Supplier.

#### Causes for non-compliance with the specific and general quality standards

The causes for non-compliance with the special and general quality standards are classified into:

a) causes of force majeure, acts of government, exception natural events due to which the competent authorities have declared a state of natural disaster, strikes called without the advance notice ordered by law, unforeseen and unforeseeable events not attributable to the Supplier, such as to make unachievable all or part of the obligations;

b) causes attributable to the end user, such as the non-appearance of the end user at an appointment made with the Supplier for the performance of the on-site inspections required for the execution of the services required or for the execution of the services, or any other fact attributable to the end user, such as for example the non-construction of the structures required or the non-adjustment of the provisions required by the Company, including non-accessibility to the measurer, or causes attributable to third parties, or damages or impediments caused by third parties;

c)causes attributable to the Supplier, intended as all causes not indicated under sub-paragraphs a) and b) above.

When the causes for non-compliance with the specific and general quality standards fall under the classes indicated above, sub-paragraphs a) and b), the Supplier shall document the cause for non-compliance.

### STANDARDS REGARDING THE START AND MANAGEMENT OF THE CONTRACT



(Ref. Chap. 4 page 15 CoS)

Time required for quotation regarding connection to the aqueduct and to the sewerage	Working days
Quotation for connections without onsite inspection	5 working days as from request date
Quotation for connections with onsite inspection	10 working days as from request date

Time required for quotation regarding complex services	Working days
Quotation for simple works without onsite inspection	7 working days as from request date
Quotation for complex works with onsite inspection	15 working days as from request date

Time required for standardizable quotation	Working days
Time required for standardizable quotation in writing	10 working days as from request date

Time required for execution of connection to the aqueduct and sewerage	Working days
Simple aqueduct connections	10 working days as from formal quotation acceptance
Complex aqueduct connections	25 working days as from formal quotation acceptance, without permits
Simple sewerage connections	15 working days as from formal quotation acceptance
Complex sewerage connections	25 working days as from formal quotation acceptance, without permits

Time required for execution of works	Working days
Simple works	7 working days as from formal quotation acceptance
Complex works	25 working days as from formal quotation acceptance, without permits

Time for supply activation	Working days
Time for activation	3 working days as from contract officialization

Time for reactivation of/subrogation into the supply	Working days
Time for reactivation	3 working days as from contract stipulation
Time for reactivation with change of measurer flow rate	10 working days as from date of completion of works (performed under contract)

Time for reactivation of supply following deactivation for state of arrears	Week days
Time for reactivation of supply following deactivation for state of arrears	2 weekdays as from notification of settlement

Time for supply interruption	Working days
Supply interruption at the end user's request	4 working days as from request date

Time for transfer	Working days
Time for execution of request for transfer	3 working days as from request date

#### Method and time of supply reactivation following deactivation for state of arrears

The reactivation of the supply following supply interruption due to the end user's state of arrears must occur within 2 weekdays as from notification of settlement. Settlement may be notified to the Supplier via the contact channels made available to the public and, in particular, via the assistance call center with contextual sending of proof of payment via the dedicated e-mail address, other e-mail address, facsimile, mail or via presentation at the front desks present across the region. In any case, the Supplier may ask the end user, after supply reactivation, to see the original document proving payment of the amounts due.

# STANDARDS REGARDING ACCESSIBILITY TO THE SERVICE (Ref. Chap. 5 page 21 CoS)

Standard levels of service are:

Indicator of accessibility to the service	Level of service	
Indicator of accessibility to the call center service (AS) (general standard level)	AS ≥ 90% (10 months out of 12)	
Indicator of the call center service level (LS) (general standard level)	LS ≥ 80% (as from 1/1/2019 LS≥ 85%) (10 months out of 12)	
Average wait time	Seconds	
Average wait time	- than 180 seconds for all phone calls	

Average wait time	≤ than 180 seconds for all phone calls
Emergency call answer time	Seconds
Time of answer to emergency call	≤ than 90 seconds

#### **Operations conducted by phone**

Users can call the **Toll-free Number 800 238 238, from Monday to Friday, from 9 a.m. to 6 p.m. non-stop and from 9 .am. to 1 p.m. on Saturdays**, to obtain information and to perform operations pertaining to the supply of integrated water services. An automatic answering machine is also available 24/7.

The service is provided for free only using land lines. If using a mobile, users must call 199 138 138. The cost of the call is notified by an automatic message.

In addition to the number available for administrative purposes, there is the Fault Notification number, available 24/7, **800 314 314** that is toll-free via land line and mobile.

#### Front desk hours

Publiacqua guarantees its users the opening of at least one front desk per province with opening hours that on average total **44 hours per week**.

#### On-line desk hours

By visiting the website www.publiacqua.it citizens can perform several operations online.

Waiting time at desk	Minutes
Average wait time	10 minutes
Maximum wait time	40 minutes
Maximum time for booked appointment	Working days
Maximum time for booked appointment	5 working days as from request date
Min. time for cancelling an appointment	Hours
Minimum time for cancelling an appointment	24 hours
Punctuality window regarding appointments booked	Hours
Punctuality window	1 hour
Time of reply to requests for information and written complaints	Working days
Requests for information/Written complaints	≤ 20 working days
Motivated time of reply to written request for invoice correction	Working days
Motivated time of reply to written request for invoice correction	≤ 20 working days





#### Standard levels of service are:

Indicator of accessibility to the service	Level of service
Time for issuance of invoice	Days
Time for issuance of invoice	45 solar days as from the last day of the period of reference of the invoice
Time for invoice correction	Working days
Time for invoice correction	45 working days for accreditation as from written application

Type of verification	Working days	
On-site measurer check	5 working days as from request date	
Replacement of measurer for lab testing	5 working days as from request date	
Lab testing of measurer	5 working days as from replacement	
Time for notification of results of on-site measurer check	7working days as from check date starting on 1 January 2019.	
Time for notification of results of lab testing of measurer	20 working days as from test	

Max. time for replacement of malfunctioning measurer	Working days
Maximum measurer replacement time	7 working days as from notification of test results

Type of intervention for pressure level check	Working days	
Pressure level check	5 working days as from request date	
Time for notification of test	10 working days as from test date	



The Quality Standards in this chapter pertain to the continuity and regularity of the service, and as such regard the systems' and networks' management activities.

The following specific standards regarding the aqueduct's service have been identified:

#### **Continuity**

**Maximum duration of single planned interruption event,** intended as the period of time, measured in hours, passing from the moment a single planned interruption event starts and the moment in which the supply is restored to each end user involved.

Service indicator	Level of service
Maximum duration of single planned interruption event	24 hours

**Maximum time for activation of emergency replacement service activation in the event of drinking water supply interruption,** intended as the period of time, measured in hours, passing from the moment a single (planned or not planned) interruption starts and the moment in which the emergency replacement service is activated for each end user involved.

Service indicator	Level of service
Maximum time period passed which the emergency replace-ment service is activated in the event of (planned or not planned) drinking water supply interruption	24 hours

**Minimum time of advance notice of planned supply interruption,** intended as the period of time, measured in hours, passing from the moment each end user is notified to the moment in which the single supply interruption notified in advance occurs.

Service indicator	Level of service
Minimum time of advance notice of	48 hours
planned supply interruption	

## AUTOMATIC AND REQUESTED COMPENSATION (Ref. Chap. 10 page 38 CoS)

The Charter establishes the general and specific service quality standards that the Suppliers commit to complying with. Should the Suppliers not comply with the specific standards due to causes attributable to them, and therefore not falling under the sphere of the cases indicated in Art. 1.1 lett. a) and b), the end user is entitled to receive a lump-sum compensation provided automatically or at the end user's request.

The standards subjected to automatic compensation concern non-compliance with the terms relating to:

- quotation (for connection to water and sewer systems, for works and standardizable),
- connection to the aqueduct and to the sewerage with execution of simple works,
- execution of simple hydro and sewer system works,
- supply reactivation (following state of arrears and at the end user's request),
- supply deactivation,
- user transfer,
- punctuality window of booked appointments,
- reply to written requests for information,
- reply to written complaints,
- issue of invoice.
- frequency of invoicing,
- correction of invoice,
- measurer check (performance of intervention, notification of outcome, device replacement),
- pressure check (performance of intervention, notification of outcome),
- duration of service interruption,
- activation of replacement service,
- advance notice of planned interruption.

At the end user's request and provided the conditions are met, the Suppliers undertake to pay compensation also in the event of:

- erroneous closing due to state of arrears,
- lack of reading of meter due to causes attributable to the Supplier,
- exceeding the maximum waiting time at front desk.

The end user has the right to compensation when the Company fails to meet the standards declared. This means that for the non-compliance of each of the specific quality levels indicated above, the Company will pay the end user an automatic compensation of  $\mathfrak{t}$  30.00, to be incremented twofold or threefold in proportion to the actual time of performance of the service compared to that stated in the standard (e.g.: if the time taken to perform the service is double that of the standard, the compensation is doubled).

Where not excluded, the compensation is paid to the end user within 90 calendar days from the start of the Supplier's obligation to supply the service subject to the specific standard pursuant to this Charter, by subtracting it from the amount to be debited in the next invoice or, if this is not possible, by direct remittance.

Should the amount to be invoiced to the end user in the next invoice be smaller than the compensation due, the invoice shall show credit in favour of the end user. This difference will be subtracted from the amount due in the invoice after that, or paid by direct remittance, anyhow within 90 calendar days from the start of the Supplier's obligation to supply the service subject to the specific standard pursuant to this Charter.

For discontinued utility contracts or when it is not possible to pay the compensation via the invoice, a cheque will be sent out. In

the invoice document, the compensation is described as "Indennizzo per mancato rispetto dei livelli specifici di qualità indicati nella Carta del S.I.I. e definiti dall'Arera" (Compensation for non-compliance with the specific quality standards indicated in the Charter of I.W.S. and defined by ARERA) in full or abbreviated form. The same document must also indicate that "La corresponsione dell'indennizzo non esclude la possibilità per l'utente finale di richiedere nelle opportune sedi il risarcimento dell'eventuale danno ulteriore subito" (Payment of compensation does not exclude the end user's right to claim for damages with the competent bodies). In the event of state of arrears, the time period for payment of the compensation is calculated starting from the moment in which the past-due user has notified settlement of the amounts due, by sending a copy of the statement of payment.

In the event of condominium users, as regards the service continuity standards (duration of interruption, activation of replacement service and advance notice), the automatic compensation is paid for each indirect user involved.

As regards service continuity standards, the interruption of the supply of the compensation is envisaged, by way of exception, only subject to the authorisation of the national Authority (ARERA), subject to motivated and documented request by the EGA of competence (Autorità Idrica Toscana) consulted by the Supplier.

In the event of non-compliance with any other aspects listed in this Charter, the violation of which does not envisage compensation, without prejudice to any further sanctions envisaged by the Concession Agreement, the end user may defend his/her rights by sending in a complaint.

### Cases of exclusion of the right to obtain automatic compensation (Ref. Chap. 10.1 page 39 CoS)

The Supplier's obligation to pay the end user the compensation indicated in this Charter does not exist when:

- non-compliance with the specific quality standards is attributable to one of the causes specified under sub-paragraphs a) and b) of  $\S$  1.1.
- the contract is terminated due to state of arrears
- when the end user has already received compensation in the solar year (two compensations in the event of service continuity standards) due to non-compliance with the same specific standard
- in the event of complaints or other communication the sender of which is not identifiable because they do not contain the minimum amount of information required in this RQSII.

When the end user is in arrears with payments, the Supplier suspends the automatic payment of the compensation until the amounts due have been settled.

The end user is not entitled to receive compensation on request, as envisaged for the closing of the meter performed for users who have already settled any previous arrears, when he/she fails to notify the settlement within the time limits and following the procedure indicated in the notice of default sent by the Company as well as those indicated in this Charter and in the Regulations.



