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**INTEGRATED WATER SERVICE CHARTER  
OF ACQUEDOTTO DEL FIORA  
WATER SUPPLY SYSTEM**

## **1 Introduction**

This Integrated Water Service Charter (I.W.S.) was adopted by the Service Provider on 1st April 2025 in compliance with the scheme drawn up by the Tuscan Water Authority in implementation of the Italian Prime Ministerial Decree of 29.04.99 concerning the “General reference scheme for the preparation of the Integrated Water Service Charter” and in compliance with the most recent legislative reference set out in art. 2, paragraph 461, point a) of Italian Law 244/2007 and with the guidelines drawn up by the Italian Ministry of Economic Development published in the Official Gazette No. 72 of 29/10/2013.

This Charter implements the guidelines set out in the resolutions of the Regulatory Authority for Energy, Networks and Environment and automatically complies with them even before their formal integration. The Integrated Water Service Charter is an annex to the Water Service Contract, entered into between the Service Provider and the Users, and represents the document that defines the expected quality levels for the services performed and their usage modes, including the rules governing the relationship between Users and I.W.S Service Providers.

All the most favourable conditions for Users contained in the Charter are intended to replace those contained in the Water Service Contracts themselves, including the regulations.

From a general viewpoint, the Integrated Water Service Charter:

- recognises that Users have the right to access the information and give their opinion on the workings of the Tuscan Service Providers as a key element for informed participation by all service Users;
- indicates the methods for the submission of complaints and requests for information by Users and for the replies from the relative Service Providers of the territory of competence of the Tuscan Water Authority;
- indicates the methods for proposing conciliation arrangements and alternative procedures for the settlement of disputes governed by the “Regulation on Conciliation in the Integrated Water Service” annexed to this Charter;
- specifies the compensation to be paid to Users in the event of breach of the Service Provider’s obligations set out in the Charter. In the event of non-compliance with the specific standards indicated under paragraph 4 – with the exception of any possible derogations – Users have the right to automatic and fixed compensation as reported in subsequent paragraph 9: “Automatic compensation”.

The Service Charter regards the Integrated Water Services provided by the Service Provider to residential and non-residential domestic Users and to other uses depending on the User categories.

Should the supply of water services be provided in derogation of the minimum service levels, the Service Provider will inform Users of such derogations as well as of the legal provisions and any limits established by the Authority, according to the methods reported under paragraph 8 “Information to Users” of this Charter.

With regard to the sewerage and wastewater treatment services, the Service Charter refers to wastewater discharged into the public sewerage system and wastewater treated in plants managed by the Service Provider, respectively.

This IWS Charter is available in digital format and can be downloaded from the following websites: [www.fiora.it](http://www.fiora.it) and [www.autoritaidrica.toscana.it](http://www.autoritaidrica.toscana.it). The Charter may also be requested to the Service Provider.

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Following the approval of the Charter and any amendments made to it, information will be given in the bill.

## **1.1 Revision and Verification Procedure**

The Charter is reviewed every three years and each time changes occur that make adjustments necessary, on the basis of the monitoring set forth under paragraph "Protection". Reviews (variations and/or supplements) to this Charter are approved by the Authority after liaising with the Service Provider, User Associations, business Associations and other interested parties. Any changes must be brought to the attention of Users according to the methods reported under paragraph 8 "Information to Users".

The Authority promotes dialogue with User Associations on a yearly basis, aimed at verifying the Service Charter and subject to its monitoring performed with the Yearly Service Quality Report set forth in Point 8.3.

## **2 General aspects**

### **2.1 The Service Provider**

Since January 1, 2002, Acquedotto del Fiora SpA (hereinafter also AdF) is Sole Service Provider of the Conferenza Territoriale no. 6 Ombrone [Territorial Conference No. 6 Ombrone] (former Ato6), pursuant to the Galli Law (Law No. 36 of 1994) following Resolution No. 14 of 28 December 2001, adopted by the Shareholders' Meeting of the Autorità di Ambito Territoriale Ottimale no. 6 "Ombrone" [Optimal Territorial Authority No. 6 "Ombrone"].

The company manages the ensemble of water abstraction, conveyance and distribution services of water for domestic use, sewerage and wastewater treatment. In addition to tertiary treatment plants, AdF designs and manages seawater and brackish water desalination plants for drinking water supply.

Acquedotto del Fiora SpA is jointly owned by 55 Municipalities part of the Conferenza Territoriale no. 6 Ombrone, of which 28 are in the province of Grosseto and 27 in the province of Siena and, as of August 2004, by Ombrone SpA, as private shareholder.

The composition of the Conferenza Territoriale no. 6 can be seen in the enclosed map."

### **2.2 Fundamental principles**

AdF bases its relationship with User citizens on the following general principles.

#### **2.2.1 Equal and impartial treatment**

The supply of the integrated water service is based on the principle of equal rights of Users. The rules regarding the relationships between the Service Provider and Users respect all differences of gender, race, language, religion and political opinion. Equal treatment of Users must be guaranteed – under equal system-functional conditions – within the entire area of reference. AdF especially undertakes to pay particular attention to the disabled, the elderly and User-citizens

belonging to vulnerable social groups. The Service Provider undertakes to act with regard to Users in an objective, fair and impartial manner.

## **2.2.2 Continuity**

The commitment to deliver ongoing and regular quality services, without interruptions, to all Users is guaranteed.

Service interruptions may be attributable only to force majeure events and/or breakdowns or maintenance necessary for the correct functioning of the systems. In these cases, the Service Provider undertakes to limit the interruption time to the minimum required and, whenever provided for, to activate emergency replacement services.

## **2.2.3 Participation**

Users have the right to access information regarding them and to submit proposals regarding their problems, either individually or through specifically appointed consumer and User associations.

With regard to the relationship with Users, the Service Provider ensures the identifiability of its staff, identifies the company contact person and communicates the company's certified electronic email and other communication channels.

The Service Provider periodically acquires Users' assessment on the quality of the service provided by submitting User satisfaction surveys.

## **2.2.4 Staff behaviour**

The staff must treat Users with respect and courtesy, meet their needs and help them exercise their rights and comply with their obligations providing, if necessary, clear explanations and adequate supporting documentation.

The Service Provider's employees must also identify themselves when talking directly to people or over the phone.

## **2.2.5 Clear and comprehensible messages**

AdF pays the utmost attention to ensuring that it uses an effective and highly simple language (including symbolic language) with the User.

Through the website [www.fiora.it](http://www.fiora.it), it makes the Service Charter, the regulations of interest the Users, tariffs and costs for the services valid year per year, documents for specific types of requests available in digital format, and also supplies detailed information on commercial processes, opening hours of the in-person service desks and of the phone service, the references and free-phone numbers to contact the Service Provider, and more.

## **2.2.6 Effectiveness and efficiency**

AdF aims at the progressive and continuous improvement of service effectiveness and efficiency by adopting functional technological, organisational and procedural solutions that are most appropriate to reach this purpose. It aspires to rationalise, reduce and simplify procedures, especially operations regarding

the service, by applying current regulations.

AdF 's actions are aimed at the sustainable development goals set by the UN's 2030 Agenda.

## 2.2.7 Sustainability in using water

Using water without any type of control and without considering its impact on the quantity available in the medium-long term, may lead to depletion of this resource. It is hence necessary to manage water so as to ensure ecologically sustainable development. Using water in a sustainable manner means that it must not be used in excess of its capacity to regenerate and that wasteful use and the abstraction of surface water must be restricted.

Water must be used in compliance with Directive 2000/60/EC and with Directive 2020/2184, in compliance with environmental safety and of human health protection.

## 2.2.8 Digitalisation

AdF is committed to translating sustainability into concrete actions and to acting in accordance with the regulatory guidelines promoted from time to time in relation to Digital Transformation. To this end, it undertakes to invest in innovation and digital development in order to provide end users with a wide range of tools, offering new opportunities for interaction and contract management, simplifying access to the services offered and strengthening rights and transparency.

In order to guarantee the standards of the Service Charter, the means, instruments, and related denominations may diversify and vary over time to ensure continuous improvement, with a view to cost-effectiveness and sustainability.

## 3 Definitions

For the purposes of this Charter, the following definitions will be applied:

- **acceptance of cost estimate** is the formal acceptance by the applicant of the conditions set forth in the estimate, i.e. the moment when the applicant pays the amount and the Service Provider receives the documentation requested;
- **water supply system** is the ensemble of infrastructures of abstraction, conveyance, purification, and distribution, aimed at the water supply;
- **IVR** (*interactive voice response*) is a system comprising an automatic response system with interactive functions which, depending on the replies provided by End Users via keypad or voice response system, allows accessing a menu of services and entering into contact with an operator;
- **water connection** is the water pipeline branching out from the main pipeline and/or related auxiliary devices and accessories and attachments for delivering the service to one or more Users. It usually starts from the point of connection on the distribution pipeline and ends at the point of delivery of the water service system;

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- **sewerage connection** is the pipeline that collects and carries wastewater from the sewerage discharge point to the public sewerage system;
- **agreed appointment** is the first appointment proposed by the Service Provider and accepted by the User to carry out an inspection or intervention for the purpose of performing the services, subject to specific or general quality levels;
- **postponed appointment** is an appointment scheduled at the applicant's request on a date after the one proposed by the Service Provider;
- **authorised acts** are concessions, authorisations, easements or mandatory opinions which must be obtained in order to allow the Service Provider to perform its services, except for the concessions, authorisations or easements that must be requested by the applicant;
- **activation of the supply** is the start of delivery of the service, following a new supply contract or a change in contractual conditions (transfer);
- **self-reading** is the reading by the End User and subsequent communication to the Service Provider of the IWS of the numerical values shown on the meter;
- **Autorità di Regolazione per Energia Reti e Ambiente (ARERA, former AEEGSI) [Regulatory Authority for Energy, Networks and Environment]**: it is the body, established under Italian Law No. 481/1995, to which the Government transferred the 'functions of regulation and control of water services';
- **Tuscan Water Authority** is a legal entity established under Regional Law of Tuscany No. 69/2011, as subsequently amended and supplemented;
- **social water bonus** is the water bonus introduced by Arera – in coherence with Art. 3, paragraph 1, of Italian Prime Ministerial Decree of 13 October 2016 – by way of Resolution No. 897/2017/R/WS (concerning the water sector) as amended and modified;
- **integrative social water bonus** is the water bonus recognized on a local level by the Service Provider of the I.W.S., where approved by the Tuscan Water Authority;
- **call centre** is a telephone service equipped with technologies that allow the Service Provider to record the start of the response, any request to speak to an operator, if the response is provided by an automatic answering machine, and the start of the conversation with the operator or, if earlier, the end of the call;
- **causes of force majeure** for the failure to respect standards are acts by public authorities, exceptional natural events for which the competent authorities have declared a state of disaster, strikes called without the advance notice set forth by the law, failure to obtain the issuing of permits;
- **termination** is the disconnection of the point of delivery or point of discharge following cancellation of the supply contract by the End User with sealing off or removal of the meter;
- **traceability code** is the code notified to applicants following their application, which allows the service to be traced during the entire process, also by using several associated codes;
- **historical consumption** is the arithmetic average of the last three yearly consumptions as established by TIMSII [Consolidated Text on Measurement of the Integrated Water Service];

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- **supply contract** of the integrated water service, or of the individual services comprising it, is the document entered into between the End User and the Service Provider;
- **date of submission** is:
  - for communications sent via fax or courier, it is the date resulting from the fax receipt or the date of delivery by the courier entrusted with the forwarding; in the event that the courier does not issue a receipt, it is the date resulting from the Service Provider's protocol;
  - for communications sent electronically, it is the date of entry in the Service Provider's computerised system or the date of submission of the communication, if sent by email;
  - for communications made available at in-person service desks, it is the date of delivery shown on the receipt issued;
- **date of receipt** is:
  - for written requests and confirmations sent via fax or courier, it is the date resulting from the fax receipt or the date of delivery by the courier entrusted with the forwarding; in the event that the courier does not issue a receipt, it is the date resulting from the Service Provider's protocol;
  - for requests and confirmations submitted by phone or electronically, it is the date of receipt of the communication;
  - for communications made available at in-person service desks, it is the date of delivery shown on the receipt issued;
- **quality data** are the data and information relating to the contractual quality of the IWS or of each of the individual services comprising it, communicated by Service Providers to the Authority;
- **wastewater treatment** is the system of facilities for treating urban wastewater collected through sewer networks, with the aim of making the treated water compatible with the receiving environment, including activities for sludge treatment;
- **Italian Ministerial Decree No. 93 of 21 April 2017** is the Italian Ministerial Decree bearing the "Regulation implementing the legislation on checks to be carried out on measuring instruments in service and on supervision of measuring instruments to ensure conformity with national and EU law"
- **Italian Prime Ministerial Decree of 29 August 2016** is the Italian Prime Ministerial Decree of 29 August 2016 bearing "Provisions related to reducing arrears in the integrated water service"
- **disconnection of supply** is the suspension of delivery of the service at the point of delivery, with simultaneous removal of the water metre and the termination of the contractual relationship;
- **sewerage** refers to the system of infrastructures for the conveyance of urban wastewater, consisting of domestic or similar wastewater, industrial wastewater, stormwater runoff, and first-flush rainwater; it also includes the collection networks, primary and secondary collectors, any overflow structures, including the related outfalls and bypass channels;

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- **Service Provider** is the subject who manages the IWS and each of the services comprising it, by virtue of any authorisation and with any legal form in a given territory, including Municipalities that manage them directly;
- **weekday**: a non-holiday day of the week between Monday to Saturday, inclusive;
- **working day**: a non-holiday day of the week from Monday to Friday, inclusive;
- **automatic compensation** is the amount due to the End User should the Service Provider not comply with the specific quality standards;
  - **interruption of the water service** is the failure to supply the service to an End User, at the minimum conditions of hydraulic flow and load defined by applicable legislation or, where envisaged, specified in the water service supply contract; all types of interruption are included, even those for water rationing during water shortage;
- **unscheduled interruptions** are interruptions of the water service supply resulting from a report made to the emergency assistance or remote control/internal control attributable to situations of discomfort or danger (for the users or for the environment) such as to require interventions that cannot be delayed. These interventions shall be carried out in the shortest possible time in accordance with priorities associated with service continuity;
- **scheduled interruptions** are service interruptions other than the unscheduled interruptions referred to in the preceding paragraph;
- **simple work** is work conducted in a workmanlike manner regarding new water or sewerage connections or operations of any kind on existing connections (e.g. new attachments) or existing meters (transfer, change, etc.) which does not imply specific work to adapt the water parameters of the connections to the new situation, or the performance of work requiring authorised acts from third parties, or the need to interrupt supply of the service to other users;
- **complex work** is work conducted on request of the End User which is not attributable to the category of simple work;
- **reading** is the actual reading by the IWS Service Provider of the numerical values shown on the meter;
- **restriction of the supply** is the reduction in the flow of water provided at the point of delivery in cases of arrears, guaranteeing the essential quantity of water for residential domestic users;
- **pressure level** the measurement of the unitary force exerted on the water inside the pipeline expressed in atmospheres;
- **specific quality level or standard** is the quality level referred to the single service that must be guaranteed to the End User;



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- **general quality level or standard** is the quality level referred to the overall services that must be guaranteed to end users;
- **IWS measuring group or meter** is the device used to measure the volumes in transit in each of the services that make up the IWS, including any devices at the tapping points within industrial sites whose discharges are authorized into the public sewerage system; telecommunications devices related to the measuring devices are also included;
- **arrears** are the failure to fulfil the obligation to pay amounts owed by the End User to the Service Provider under the applicable supply contract;
- **operator** is an appointed person who replies to the requests made by the End User who contacts the Service Provider, regarding all the main aspects of one or more IWS services supplied;
- **order of unsafe drinking water** is the precautionary measure taken by the Mayor to protect public health, in the event that the parameter values established by Annex I of Italian Legislative Decree 31/2011, as subsequently amended and supplemented, are exceeded;
- **hidden leak** refers to a water leak occurring downstream of the meter, within the systems under the User's responsibility. It refers to a leak that is not visible and cannot be detected through the ordinary diligence expected of the User in monitoring their own property;
- **completion of the contract** with regard to supplies activated from the date the Integrated Water Service is assigned to the Service Provider, means the signature (where expressly provided for) and/or the submission by the User of all the requested documentation and the payment of the fees;
- **Territorial Plan** is the Plan drawn up and updated by the Tuscan Water Authority pursuant to Italian Legislative Decree 152/2006;
- **flow rate** is the measure of the amount of water passing through the pipeline per unit of time;
- **service** means, unless otherwise specified, any response to a written complaint or request, as well as any work or intervention carried out by the Service Provider;
- **essential quantity of water** is the minimum vital quantity, established by Italian Prime Ministerial Decree of 13 October 2016, in 50 litres/person/day (equal to 18.25 m<sup>3</sup>/person/year), necessary to satisfy essential requirements;
- **written complaint** is a written communication sent to the Service Provider, also electronically, in which the End User, or a legal representative or consumer Association writing on their behalf, expresses reasoned complaints regarding non-compliance of the service received with one or more of the requirements defined by law or administrative provisions, by the contractual offer accepted by the User, by the supply contract and/or by the service regulation or regarding any other aspect pertaining to the relationship between the Service Provider and the End User, except for written requests regarding billing adjustments;

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- **reactivation of the supply** is the restoration of the service supplied to a point of delivery which terminates supply disconnection or suspension or a restriction thereof due to arrears;
- **written request for information** is any written communication sent to the Service Provider, also electronically, in which a person requests information about the water service, which is not related to a disservice;
- **written request for billing adjustments** is any written communication sent to the Service Provider, also electronically, in which a End User complains about incorrect amounts billed regarding one or more IWS services;
- **termination of the contract** if the User's non-compliance continues beyond the maximum time set by the Service Provider after the supply has been deactivated, the Service Provider will terminate the contract and remove the consumption meter. Should the User, following the termination of the contract, provide for total payment of the amount owed, including debt collection costs, the service may be reinstated only by entering into a new supply contract. Should the User, following the termination of the contract, not provide for payment, the debt collection procedure shall proceed, charging them with all costs that the Service Provider shall sustain. Also in the event that the removal of the meter is not technically possible, the debt collection procedure shall proceed in any case, charging the User with all costs that the Service Provider shall sustain;
- **REMSI** is Annex A of Resolution No. 311/2019/R/WS as subsequently amended and supplemented, issued by ARERA, regarding the text for the regulation of arrears in the integrated water service;
- **RQSII** is Annex A to Resolution No. 655/2015/R/IDR as subsequently amended and supplemented, issued by ARERA regarding the Integrated Text for Regulating the Contractual Quality of the Integrated Water Service;
- **RQTI** is Annex A to Resolution No. 917/2017/R/IDR as subsequently amended and supplemented, issued by ARERA regarding the Integrated Text for Regulating the Technical Quality of the Integrated Water Service or each of the single services it is composed of;
- **emergency replacement service**: for interruptions involving less than 10,000 inhabitants, this means guaranteeing a supply per capita of at least 25 litres/day, while for other interruptions, the supply per capita must be at least 10 litres/day. This potential distribution capacity must be guaranteed by means of tankers or plastic containers or by using a nearby supply point or restoring water supply to users, by way of exception to the minimum conditions of hydraulic flow and load, for at least 6 hours, even not consecutively, between 7 am and 7 pm;
- **telephone service** is the telephone service that allows end users to contact their Service Provider to request information or services, submit complaints and any other contractual service or procedure that the Service Provider provides over the telephone; one or more telephone numbers may be provided for each telephone service, and the telephone service may be provided with an IVR system;
- **integrated water service (IWS)** is the ensemble of the public services regarding the abstraction, conveyance and distribution of water for residential use, sewerage, and wastewater treatment, or each of the individual services mentioned above, including services for collection and delivery for multiple uses and wastewater treatment services for mixed domestic and industrial uses, as defined pursuant to the accounting unbundling regulation of the IWS;

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- **hazardous situations** are situations where the quality of the water distributed may be harmful to human health, as well as situations related to practicability due to floods, breakdowns or non-scheduled interventions on the network;
- **inspection** is the testing of the technical conditions regarding delivery of the service, its execution or the conditions of the locations;
- **“digital service desk”**: it is a means of contact through which, thanks to a personalised appointment, the User can interact remotely with the Service Provider for information and service requests;
- **in-person service desk** is the point of contact in the given territory made available by the Service Provider to request information, services or assistance, **that can be**:
  - **“dedicated service desk”** (hereinafter AdF Point) is an office of the Service Provider responsible for receiving users and resolving the issue raised by them;
  - **“joint service desk”** is an office operated by an entity that may be different from the Service Provider and responsible for receiving users, open on days and hours that the Service Provider will communicate to its users via the website and other channels;
- **suspension of the service** is the suspension of delivery of the service at the point of delivery, without removal of the water meter and the termination of the contractual relationship carried out by the Service Provider;
- **takeover** is the request for reconnection of a disconnected point of delivery with changing of contract ownership or identification data;
- **remote reading** is the method of remotely detecting utility consumption or process volumes via telematics, which allows readings to be acquired without physical access to the meter. For the purposes of this provision, a distinction is made between:
  - a) proximity remote reading (walk-by/drive-by or similar), in which the meter reading is taken electronically, in the vicinity of the meter (semi-smart mode);
  - b) remote reading via telemetry, in which the meter reading is taken without the assistance of an operator in the field to collect the data, via a telecommunications network (public or private) connected directly to a centralised control room or to the meter reading management system (smart metering).
- **timeframe for obtaining authorisations** is the time lapsing between the date of request for the authorisation submitted last and the date of receipt of the deed completed last, as resulting from the Service Provider’s protocol;
- **TIMSII** is Annex A to resolution no. 218/2016/R/IDR, issued by ARERA, regarding the Consolidated Text on measurement of the integrated water service;
- **User (or End User)**, is the natural or legal person that has entered into or intends to enter into a supply contract on their own behalf for one or more IWS services;
- **condominium users** are end users served by a single point of delivery that distributes water to several property units, also with different intended use. Condominium users are treated in the same way as End Users;

- **End User whose supply can be interrupted** is the End User for whom, in the event of arrears, the Service Provider of the IWS can proceed with the suspension and/or disconnection of the supply;
- **End User whose supply cannot be interrupted** is the End User for whom, in the event of arrears, the Service Provider of the IWS cannot proceed with the suspension and/or disconnection of the supply; This category includes direct beneficiaries of the social water bonus and public utilities whose supply cannot be disconnected (hospitals and healthcare facilities, nursing homes and care facilities, emergency facilities related to military and security structures, prisons, educational institutions of all levels, any other public utilities that provide a service necessary to ensure the health and physical safety of persons, or those for which a suspension of supply could lead to problems of public order and state security, including fire hydrants).
- **indirect users** are the end users of the service delivered to a condominium and coincide with the property units underlying the supply contract for one or more IWS services;
- **vulnerable users** are disabled people and seriously ill people. The latter may be reported by the social services of the Municipality of reference or by the Local Health Units;
- **transfer** is the request to activate an active delivery point, with a concurrent change in contract ownership or identification details;

## **4 Integrated water service quality standard**

Quality standards are divided into specific and general. For specific quality standards, reference is made to the maximum time established for the individual services provided by the Service Provider, and failure to respect these determines the issuing of a compensation to the User.

For general service quality standards, reference is instead made to the average time of the set of services by the Service Provider, and failure to respect these may be object of penalties and sanctions.

The execution times of the services provided are expressed in working days, unless otherwise indicated in the Charter. Calculation of the execution times is net of the time required to obtain permits.

Other reasons for exclusion from calculation of the times are the failure to comply with the time limits due to force majeure (by way of example, but not limited to, also cases of declared pandemic), lack of permits, non-execution of work under the User's responsibility, and standards, regulations and laws influencing the time needed to perform the service.

In the event that the Service Provider and the User have arranged an appointment, the Service Provider must make sure that the service is provided within the deadline agreed upon, taking into account the provisions regarding the punctuality bracket for agreed appointments, without considering the other time periods for providing the service.

Requests relating to the performance of services subject to specific and general quality levels, expressed in working days, received by the Service Provider after 6 pm on working days may be treated by the Service Provider as having been received on the next working day.

Requests for reactivation of supply following disconnection due to arrears received by the Service Provider after 6 pm on working days may be treated by the Service Provider as having been received on the following day.

## **4.1 Start of the contractual relationship.**

### **4.1.1. Estimation time for connections to the water supply and sewerage systems**

This is the maximum time, measured in working days, between the date of receipt by the Service Provider of the request for an estimate and the date of dispatch by the Service Provider of the estimate to the applicant.

The request for an estimate for water and sewerage connections varies depending on the need (or not) for an inspection.

Estimation time

Estimate for water and sewerage system connections without inspection 10 working days.

Estimate for water and sewerage system connections with inspection 20 working days.

### **4.1.2 Estimated time for the execution of works**

The estimated time for the execution of works is the time lapsing between the date of receipt by the Service Provider of the End User's request for an estimate and the date on which the Service Provider sends the estimate to the End User.

The estimated time for the execution of works varies depending based on the need (or not) for an inspection.

Estimate for work performance without inspection      10 working days from request

Estimate for work performance with inspection      20 working days from request

Estimation times always start from the date of the request. In the event of an inspection, if the estimation time is exceeded, this will not give rise to compensation in the following cases:

- a) if the citizen makes an appointment other than that arranged by the Service Provider (personalised appointment);
- b) if it is not possible to carry out the inspection on the date agreed upon due to reasons attributable to the citizen, and it is therefore necessary to make a new appointment.

### **4.1.3 Request procedures, minimum content of the estimate for water and sewerage system connections and execution of works – validity of the estimate**

The End User must present the request for an estimate for water and sewerage connections and for the executions of the works through one of the channels rendered available by the Service Provider, preferring digital channels.

The estimate must contain:

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- a) traceability code with which the Service Provider identifies the individual service request;
- b) code with which the Service Provider identifies the service to be carried out;
- c) applicant's identification data;
- d) user code in the event the request is made by the holder of a supply contract;
- e) date of receipt by the Service Provider of the applicant's request for an estimate;
- f) date of submission of the estimate to the applicant;
- g) type of use;
- h) indication of maximum time required for delivering the service requested as well as, if such service is subject to a specific level of quality defined in this RQSII, the indication of the amount of automatic compensation due to the End User should this specific level not be respected;
- i) indication of the cost required to carry out the work requested, in compliance with the provisions set out in the Supply Regulation;
- j) indication of the necessary elements to carry out the work requested, including any works to be performed by the applicant and the concessions, authorisations or easements that the applicant may need to request in order to allow execution of the work, together with appropriate technical documentation;
- k) estimated time for obtaining any permits required for carrying out the work requested;
- l) details of the methods for accepting the estimate;
- m) period of validity of the estimate;
- n) name and phone number of the person in charge on behalf of the Service Provider in the event of complex works.

Additionally, the estimate for connections to the water and sewerage system must contain:

- a. indication of costs for the connection up to the activation of the supply; specific indication of costs for the activation of the supply, where requested; in the event that the cost is to be determined analytically and not flat-rate, the estimate must contain the different cost components, and in particular, those relative to labour and/or work by third parties, to materials, supplies and general costs;
- b. if the estimate is accepted, details of the documentation which the applicant must submit to activate the supply, where requested, and information on the supply contract;
- c. list of third-party authorisations that may be required for the execution of the work requested by the User.

The estimate must have a validity of not less than three months. Acceptance of the estimate extends its validity until the execution of the service requested. No fee not included in the estimate may subsequently be charged by the Service Provider, except in cases where, at the time of preparing the initial estimate, exceptional technical conditions arise or are identified during execution, for example due to additional execution requirements imposed by third parties during the authorisation phase that could not have been foreseen. Consequently, relative fees shall be appropriately recalculated in a new estimate.

#### **4.1.4 Standardised estimates**

The Service Provider identifies the type of services for which the estimate may be standardised, which is made available to the applicant immediately, through the call centre or service desk. These estimates are also made available to end users in the Supply Regulations and on the website.

In the event that the End User submits a written request for a standardised estimate, the Service Provider must comply with the specific standard applicable to non-standardised estimates that do not require inspections (10 days).

#### **4.1.5 Execution time for connections and for water and sewerage works**

This is the execution time of the connection/work on the water and sewerage system lapsing between the date of acceptance of the estimate by the User and the date of completion of the works by the Service Provider; concurrently with the completion of the works, the Supply Contract is made available to the End User for signing.

In cases of connection requests forwarded by construction companies without a concurrent request for activation of the supply, a contract will not be made available.

In cases of services for which it is possible to standardise an estimate, the date of formal acceptance of the estimate coincides with the date of receipt of the formal request for the execution of the works.

Execution time for water and sewerage system connection is differentiated based on the complexity of works necessary for the connection itself.

Water connection execution times that entail the performance of simple works	15 working days
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Sewerage connection execution times that entail the performance of simple works	20 working days
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Simple works execution times	10 working days
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Water and sewerage connection execution times that entail the performance of complex works is 30 working days

Complex works execution times is of 30 working days

The execution of complex connections and works constitute general standards, hence do not give the right to compensation referred to in point 9 below.

If, for the execution of complex works, authorisations are necessary, the execution times of the services is calculated net of the time lapsing between the authorisation request by the Service Provider and its attainment, on condition that at least the first authorisation was requested within 30 working days from

the date of communication of the acceptance of the estimate by the applicant.

If the preceding paragraph is applied, the Service Provider communicates having requested the authorisations within five (5) working days following such request.

#### **4.1.6 Activation times**

When the request for activation is concurrent with connection, the activation time for the supply of the service is the time lapsing between the date of completion of the connection works and the date of actual activation of the supply.

When the request for activation is subsequent to the connection (performed by the construction company), the activation time for the supply of the service is the time lapsing between the date of receipt of the request from the User and the date of actual activation of the supply.

The supply activation request can be presented through the call centre or by email, by post, by filling in the form that can be downloaded from the Service Provider's website at the service desks open to the public, or through the dedicated website.

If the applicant requires supply activation from a date subsequent to the date of completion of the connection works, the latter conventionally coincides with the first working day prior to the postponed date indicated by the applicant.

Supply activation time     5 working days

#### **4.1.7 Supply reactivation and takeover times and methods**

This is the time lapsing between the date on which the supply contract is signed, or the reactivation request, and the actual supply reactivation date. Except where technical adjustments established by the Service Provider must be made, which are communicated to the User.

A differentiated minimum quality standard is associated with the reactivation or the takeover of the supply, based on the request (if any) by the End User to proceed with a reactivation, or a takeover, with a modification in the flow rate of the meter.

Supply reactivation time     5 working days from contract definition

Reactivation time with modification of meter flow rate     10 working days

The request for reactivation, or takeover, can be forwarded, through the methods set forth in point 4.1.6, to the IWS Service Provider respectively by the final User who had previously requested deactivation of the delivery or discharge point themselves, or by a new End User.

In order to verify compliance with the specific standard associated with reactivation times of the supply, if the reactivation, or the takeover, entails the execution of simple or complex works, the reactivation time begins on the day of completion of the above-mentioned work.



Independently of the channel through which the request was sent, every time the End User communicates an email address, The Service Provider delivers the service using the digital takeover process, allowing the contract to be completed through digital acceptance via a dedicated link sent by email, thereby avoiding the production and exchange of paper documentation.

#### **4.1.8 Supply reactivation times and methods following deactivation, suspension or restriction due to arrears**

Supply reactivation times following deactivation, suspension or restriction due to arrears is the time, measured in weekdays, lapsing between the date of receipt of proof of payment of the amounts due and the date of reactivation of the supply, except in the case of different intentions by the User.

Reactivation times following arrears                      2 weekdays from payment communication

If the User, holder of a limited, suspended or deactivated supply due to arrears asks for the activation of a new supply point, the Service Provider has the right not to proceed with the execution of the service requested until payment of the unpaid bill on the first supply point.

Payment may be communicated to the Service Provider through the contact channels available to the public and, in particular, through the phone assistance service with concurrent submission of proof of payment through dedicated electronic mailbox, other email address, fax, post, or through the service desks available in the relative territory.

Communication of payment constitutes self-certification pursuant to art. 47 of Italian Presidential Decree No. 445 of 8 December 2000.

The Service Provider may in any case ask the End User, following reactivation of the supply, to present the original document demonstrating payment of the amounts due.

#### **4.1.9. Times and methods of supply deactivation upon request by the User**

Supply deactivation time is the time lapsing between the date of receipt of the request by the End User and the date of actual deactivation.

Deactivation of the supply may be requested by the End User in accordance with the procedures set out in point 4.1.6.

Deactivation following a request for termination of the service shall entail the suspension of the supply of the service, the closure of the delivery or discharge point and the concurrent reading of the meter, which is essential for the issuance of the final bill for the closure of the contractual relationship.

If the End User requests the deactivation of the supply starting from a date subsequent to that of the request, the date of receipt of the request by the Service Provider for deactivation of the supply shall conventionally coincide with the first working day preceding the postponed date indicated by the applicant.

In cases where the meter is located in a place not accessible to the Service Provider, the End User must guarantee access to it under the same conditions as those provided for meter checking/testing, in compliance with the punctuality bracket.

Supply disconnection time 5 working days from the request

#### **4.1.10 Transfer request methods**

Transfer requests may be submitted by the incoming End User, preferably through the digital channels available on the website [www.fiora.it](http://www.fiora.it) or through the App MyFiora, provided that it is supplemented by appropriate documentation from the End User, proving ownership, lawful possession, or tenure of the property concerned, pursuant to Italian Decree Law No. 47 of 28 March 2014 as subsequently amended and supplemented.

The applicant must enter into a new User Contract and pay the security deposit and the amount established to cover the administrative fees.

When requesting transfer, the new End User must communicate the meter self-reading to the Service Provider, which will be the last reading for the previous contract holder and the first reading for the new holder. If the self-reading does not correspond to the reading communicated by the outgoing End User, the Service Provider will carry out a check reading within seven (7) working days from the date on which the new End User communicated the self-reading.

Consumption billed up to the day of the transfer – which starts from the date of termination of the previous utility and from the concurrent opening of the contractual relationship with the new End User – is charged to the previous holder of the supply contract with issuing of a final bill closing the contractual relationship.

If the transfer request regards a point of delivery or discharge where supply has been deactivated due to arrears, or in all cases where the outgoing holder was in arrears, the Service Provider is entitled:

- a) to request the new End User to provide a self-certification pursuant to art. 47 of Italian Presidential Decree No. 445 of 28 December 2000 as subsequently amended and supplemented, together with any suitable documentation, confirming non-involvement in the previous debt;
- b) not to proceed with transfer until the amounts due have been paid in the event that the Service Provider verifies that the incoming End User occupied the property unit, for any reason whatsoever, associated with the point of delivery or discharge in question.

Independently of the channel through which the request is sent, every time the End User communicates an email address, the Service Provider delivers the service using the digital transfer process, allowing the contract to be completed through digital acceptance via a dedicated link sent by email, thereby avoiding the production and exchange of paper documentation.

#### **4.1.11 Free transfer**

In the event of death of a contract holder, the heir or the person residing in the property unit wishing to transfer the supply contract to themselves:

- a) submits a specific application by preferably accessing MyFiora online service desk;
- b) indicates the self-reading of consumption on the date of submission of the application, which must be appropriately validated by the Service Provider;

c) is allowed to self-certify the information supplied to the Service Provider as set forth by Italian Presidential Decree No. 445 of 28 December 2000 as subsequently amended and supplemented;

d) takes on all of the rights and obligations of the previous holder of the supply contract.

The Service Provider:

a) carries out the transfer within the times set forth in art. 4.1.12;

b) sends the new holder of the supply contract a bill for the balance of the consumption measured up to the date of the request for transfer;

c) applies the security deposit paid by the previous holder to the new supply contract.

No payment, except for stamp duty and the final bill for payment of the balance of consumption may be requested by the Service Provider from the person submitting a request for transfer.

#### **4.1.12 Transfer execution time**

Transfer execution time is the time lapsing between the date of receipt of the request for transfer and the date on which the new End User's supply is activated.

Transfer execution time     5 working days.

If the transfer request regards a point of delivery or discharge where supply has been disconnected due to arrears, or in all cases where the outgoing holder was in arrears, the transfer execution time begins from the date of receipt by the Service Provider:

a) of the self-certification confirming non-involvement in the previous debt;

b) of proof of payment of the amounts due

#### **4.2 Accessibility to the service**

##### **4.2.1. Maximum time for the agreed appointment**

Maximum time for the agreed appointment is the time lapsing between the day in which the Service Provider receives the request from the End User and the time of the appointment.

A general standard is associated with the maximum time for the agreed appointment. In calculating the standard:

a) also appointments scheduled for the checking/testing of the meter and the pressure level are included;

b) appointments fixed following explicit request by the End User for a date that entails exceeding the established period are excluded.

For the purposes of verifying compliance with the general standard associated with the maximum time for the agreed appointment, appointment requests received by the Service Provider after 6 pm on working days may be treated by the Service Provider as having been received on the next working day.

Maximum time for the agreed appointment      7 working days from the request,

Maximum time for the appointment to check the meter      10 working days.

#### **4.2.2. Minimum notice for cancellation of the agreed appointment**

The minimum notice for cancellation of the agreed appointment is the time, measured in hours and rounded up to the next higher hour, lapsing between the time when the cancellation of the agreed appointment is communicated to the End User and the start of the previously agreed punctuality bracket.

The Service Provider is required to notify the End User of the cancellation of the agreed appointment with at least 24 hours' notice.

If the User fails to keep the appointment without giving reasonable notice at least 24 hours before the agreed time, the Service Provider will still charge the cost of the inspection.

#### **4.2.3. Punctuality bracket for agreed appointments**

The punctuality bracket for appointments requiring the presence of the End User or a person appointed by them is the period of time, measured in hours, within which an appointment is agreed with the applicant for the purpose of carrying out an inspection or intervention necessary for the performance of services subject to specific and general quality levels.

When scheduling an appointment with the applicant, the IWS Service Provider is required to set the start and end times of the punctuality bracket for the scheduled appointment, undertaking to arrive at the place and at the time agreed with the applicant.

The punctuality bracket for agreed appointments is set at 3 hours in the morning or afternoon bracket.

The End User must ensure that they or the person they have appointed are available to receive the Service Provider for the entire punctuality bracket agreed with the latter.

The IWS Service Provider has the right, with the User's consent, to proceed with the early performance of the service or inspection.

The Service Provider also informs the End User or the person appointed by them that automatic compensation will be paid for failure to comply with the punctuality bracket.

#### **4.2.4 Service desks: opening hours to the public**

At the dedicated service desks (hereinafter AdF point), which are accessible also through previously fixed appointment, it is possible to carry out the necessary technical-commercial paperwork, as well as to communicate the self-reading.

The AdF Points of the provinces of Siena and Grosseto guarantee compliance with the weekly opening times of 44 hours, with opening on Saturday, pursuant to what is set forth in Resolution 655/2015/R/ws. For the updated opening times of the other AdF Points, we recommend consulting the Service Provider's website or the other communication channels indicated by it. Modifications in the opening hours of the

service desks to the public must be previously agreed upon with the Tuscan Water Authority.

AdF is also committed to developing participatory service desks based on the needs of municipal administrations and taking into account the large size of the territory managed.

In line with the above, with a view to enhancing its digital offering and ensuring an even more widespread service throughout the territory served, the Service Provider makes available to its users a video call service (digital service desk) for requesting any type of procedure, which can be accessed simply by using the most popular web applications.

Appointments for the AdF Points and the digital service desk can be fixed by accessing the relative function available on the website [www.fiora.it](http://www.fiora.it), the App MyFiora or other channel made available by the Service Provider.

#### **4.2.5 Service desks (AdF point): waiting times**

Waiting times at the service desks, measured in minutes and rounded up to the next higher minute, is the time lapsing between the moment the End User present themselves at the in-person service desk, by collecting the ticket from the “queue manager”, and the time the End User is received.

Maximum waiting time at the customer service desks must not exceed 15 minutes;

Maximum waiting times for each individual User must not exceed one hour.

Average waiting times      15 minutes

Maximum waiting times    60 minutes

Maximum time for the appointment agreed at the service desk is the time lapsing between the day on which the Service Provider receives the appointment request for one of its service desks from the End User and the day on which the appointment is made at that location.

Maximum time for the agreed appointment      7 working days

#### **4.2.6 Online Service Desk**

From the website or by downloading the dedicated App, users can access the MyFiora web portal, where they can pay their bills, view their consumption and account statements, and monitor the progress of their requests at any time (service available 24 hours a day). Users can also submit meter readings, lodge a complaint, request a billing adjustment, request payment in instalments, request an estimate, request activation, deactivation, transfer or takeover of the supply, request a change in the number of household members, activate online billing and set up direct debit. They can report a malfunction and, if necessary, open a support request or web chat for online assistance.

#### **4.2.7 Facilitations for vulnerable Users**

The minimum facilitations provided are:

- a) User help desks with special access for the disabled;
- b) publication on the corporate website of the Supply Regulations and of the Charter of Services in English;
- c) time reduced at least by half compared to normally defined times for connections and supply activation/reactivation, in the case of disabled and seriously ill people. Advance notice regarding suspension of the service, in case of non-payment by Users, extended by 15 calendar days in the case of seriously ill people.

The Service Provider ensures suitable access to its infrastructures for the disabled through the elimination of architectural barriers of any kind.

The Service Provider advertises the services and facilitations offered to vulnerable Users by providing information on the bills, in the areas allocated for Users and by using suitable information tools, such as telephone helplines, media diffusion and through Consumer Associations.

#### **4.2.8 Handling of services by phone**

- a) The Service Provider is obliged to provide an assistance service via phone with one or more phone numbers, at least one of which totally toll-free, at least for landline calls. When calling from a mobile network, the cost of the call is communicated by an automated message;
- b) The Service Provider must ensure that the telephone assistance service is open for a minimum of 35 hours per week, with operators available to carry out commercial activities, including:
  - receiving information regarding new contracts, modifications, takeovers, consumption billing;
  - directly carry out commercial paperwork, pursuant to the specifications of the Service Provider's organisational/management model.

Each Service Provider must also provide a free-phone number, accessible from both landlines and mobile phones, dedicated exclusively to emergency assistance, with direct transfer to an emergency switchboard operator or an emergency operator without the need to dial other telephone numbers, and active 24 hours a day, every day of the year.

The emergency assistance phone service set up by the Service Provider must be able to:

- a) ensure voice recording of every call received;
- b) guarantee at least 24 hours' autonomy in the event of an interruption of the external power supply;
- c) provide the person reporting the incident, if necessary, with instructions on the general behaviour and measures to be taken immediately to protect their own safety and that of others while waiting for the emergency response team to arrive on site.

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The Call Centre of Acquedotto del Fiora SpA responds for emergency assistance services at the number **800.356935**, toll-free from landline and mobile. The service is active 24/7.

The Call Centre of Acquedotto del Fiora SpA answers for commercial services at the number **800.887755**, toll-free from landline, and at the number +39 0564.448844, with call charges according to one's rate plan. The service is available – with dedicated operators – for 44 hours per week, Monday to Friday from 9:00 a.m. to 6:00 p.m. and Saturday mornings from 9:00 a.m. to 1:00 p.m.

The Service Provider guarantees accessibility times and phone service levels as set forth in arts. 57 and 59 of Resolution no. 655/2015 as subsequently amended and supplemented of the ARERA:

- **The telephone service accessibility indicator (SA)** is equal to the ratio, in the month considered, between the number of time units in which at least one of the lines is free and the overall number of call centre opening time units with the presence of operators, multiplied by 100, where the time unit is chosen freely by the Service Provider; the SA indicator is calculated by rounding the first decimal digit.
- **The telephone service level indicator (SL)** is equal to the ratio, in the month considered, between the number of phone calls by End Users that have actually spoken to an operator and the number of phone calls of End Users that have asked to speak with an operator or have been redirected by the automatic systems to an operator, multiplied by 100; the SL indicator is calculated by rounding the first decimal digit.

The values of the standards are the following:

Telephone Service Accessibility Indicator (SA) (general st. lev.)	<b>SA <math>\geq</math> 90%</b>  (10 months out of 12)
Telephone service level indicator (SL) (general st. lev.)	<b>LS <math>\geq</math> 80%</b>  (10 months out of 12)

## 4.2.9. Average waiting times for commercial services

Waiting times for telephone service is, with reference to a telephone call from an End User, the time, expressed in seconds, lapsing between the start of the response, even if made with the aid of an automatic answering machine, and the start of the conversation with the operator or the end of the call in the event of abandonment before the start of the conversation with the operator.

Average waiting time  $\leq$  240 seconds calculated on all phone calls that have requested to speak with an operator.

## 4.2.10. Response times for emergency assistance calls

The response time to an emergency call is, with reference to a telephone call received by the emergency assistance numbers, is the time, expressed in seconds, between the start of the response, even if made

with the aid of an automatic answering machine, and the start of the conversation with the emergency assistance switchboard operator or the emergency assistance operator, or the end of the call in the event of abandonment before the start of the conversation.

Response times for emergency assistance calls  $\leq 120$  seconds.

For the purposes of compliance with the standard, End-User calls are considered which:

- a) have spoken with an operator or following their request or following redirection by the automatic systems to an operator;
- b) although requesting to speak to an operator, have terminated before the start of the conversation with the operator.

## **5. Complaints, written requests for information and for billing adjustments**

### **5.1. Time limit for providing a reasoned response to a written request for information**

The time limit for providing a reasoned response to a written request for information is the time, measured in working days, lapsing between the date of receipt by the Service Provider of the End User's written request for information and the date on which the Service Provider sends the written motivated response to the End User.

Response times for written requests for information 25 working days.

### **5.2. Time limit for providing a reasoned response to a written request for billing adjustment**

The time limit for providing a reasoned response to a request for billing adjustment is the time, measured in working days, lapsing between the date of receipt by the Service Provider of the End User's request for billing adjustment and the date on which the Service Provider sends the written motivated response to the End User.

Response times for written request for billing adjustment 30 working days.

### **5.3. Time limit for providing a reasoned response to written complaints**

The time limit for providing a reasoned response to written complaints is the time, measured in working days, lapsing between the date of receipt by the Service Provider of the End User's written complaint and the date on which the Service Provider sends the written motivated response to the End User.

The Service Provider shall clearly indicate on each bill and publish on its website at least one postal address, a certified email address, or fax number for submitting complaints in writing, as well as the minimum requirements for submitting a complaint. The Service Provider is required to forward any written complaints that are mistakenly sent by the End User to a different address of the Service Provider to one of the above addresses within 7 working days of receipt.



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In order to comply with the standard relating to the maximum response time, the Service Provider calculates the time limit for providing a reasoned response to a written complaint starting from the date of receipt of the written complaint at one of the addresses indicated on the bill.

Complaint response time      25 working days

If the complaint cannot be resolved, the Service Provider shall provide the End User with information on how to resolve the dispute, indicating how to activate the out-of-court dispute resolution bodies and the contact details of the Energy and Environment Consumer Service Desk, as well as instructions on how to initiate conciliation procedures in Tuscany governed by the User Protection Regulations referred to in paragraph 10 below.

## **5.4. Minimal contents for the reasoned response to written complaints, written requests for information, and billing adjustments**

The Service Provider must formulate a clear and understandable response to the written complaint, written request for information, or billing adjustment, using a commonly used terminology and indicating in it the following essential data common to the three types of written requests under consideration:

- a) the reference to the written request, or written request for information, or billing adjustment;
- b) the name of the person responsible for the organisational structure and the call centre of the Service Provider to whom, if necessary, further clarifications may be requested.

With reference to the written complaint, the response must also contain:

- a) the documented assessment by the Service Provider of whether the object of the complaint is justified, accompanied by references to regulations or contract applied;
- b) the description and timing of the corrective actions put in place by the Service Provider;
- c) the following contractual information:
  - i. the service (IWS or individual services comprising it);
  - ii. sub-type of use;
  - iii. for complaints of a billing nature, the rate applied;
- d) the list of documents enclosed.

With reference to the written request for billing adjustments, the response must contain, in addition to the elements resulting from the outcome of the assessment, and in particular:

- a) relative documents attesting the correctness of the contractual elements that give rise to the rates applied in compliance with regulations in force;
- b) indication of the invoicing methods applied;
- c) nature of the consumption date reported in the contested bills (identified/estimated);

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- d) if the End User communicates a self-reading different or incoherent with the reading reported on the contested bill, or has communicated a self-reading before the contested bill was issued, the motivation for the lack of use for the adjustment (if any), in compliance with regulations in force or with the contract;
- e) indication of any automatic compensations the End User is entitled to, times and disbursing methods;
- f) details of the calculation made for billing adjustment (if any).

In the event of multiple complaints, the provisions of the RQSII apply, i.e.:

In the event of a complaint signed by several signatories, the Manager will provide a reasoned response to the first signatory whose details are identifiable. The provisions regarding the specific standard mentioned in point 5.3 and the automatic compensation mentioned in point 9 are applied to the first signatory.

With regard to several complaints that refer to the same disservice, the Service Provider proceeds as follows:

- a) they must provide an individual reasoned response to each complaint in the event of disservices that affect the reading of billed consumption and of disservices that are not attributable to cases of force majeure or to the liability of third parties with which no specific contractual relationship is held for the supply of goods or services referable to the supply itself; in these cases, the provisions regarding the specific standard mentioned in point 5.3 and the automatic compensation mentioned in point 9 will be applied.
- b) they have the right to reply through the press or, where suitable, by sending a communication to the Mayors of the interested Municipalities, should the multiple complaints refer to the same disservice attributable to reasons of force majeure, the liability of third parties with which no specific contractual relationship is held for the supply of goods or services referable to the supply itself, which has generated a number of complaints higher than 0.5% of users served by the Service Provider, taking into account the complaints received during 10 consecutive working days. In this case, the response provided through the press (at least in a newspaper that is adequately distributed considering the extension of the disservice) and on its website must in any case be provided within no more than 20 working days from the last of the 10 consecutive working days, and for registration purposes it must be considered as a single complaint. In these cases, the provisions regarding automatic compensation mentioned in point 9 are not applied.

At least once a year, the Service Provider prepares and publishes a report on complaints on its website, comparing it with previously collected data and gathering any reports and suggestions aimed at ensuring better service quality. The Service Provider will define a complaint procedure that guarantees the performance of all activities relating to complaints, with a view to continuously improving service quality. This procedure is annexed to this Charter.

## **6 Management of the contractual relationship**

## **6.1 Billing and meter reading**

Staff appointed by the Service Provider perform two attempts to read meters for consumption up to 3,000 m<sup>3</sup>/year, and at least three attempts for consumption in excess of 3,000 m<sup>3</sup>/year, thus ensuring Users a meter reading period of no less than what is set forth in the TMSII.

For new supply activations, the Service Provider must make one attempt at collecting the meter reading within six months of the activation date.

The above-mentioned obligations (2/3 attempts at collecting the meter reading per year and 1 attempt at collecting the meter reading only for new activations) are considered fulfilled also when such meter reading was communicated by the User through self-reading and subsequently validated by the Service Provider.

With reference to delivery points equipped with an inaccessible or a partially accessible meter, the Service Provider must make a further attempt at collecting the meter reading (so-called “pass by again”) in the event of at least two consecutive failed attempts – in the absence of valid self-readings starting from the penultimate failed attempt –, at the latest during the month following the month where the second attempt was made, also taking into consideration different time slots from those normally scheduled for the personnel. This further attempt concurs in the calculation of the time distances between attempts at measurement collection.

The obligations to “pass by again” are considered fulfilled in the following cases:

- a) where, in the period since the last failed attempt, the Service Provider acquires and validates a meter reading communicated through self-reading;
- b) where the Service Provider guarantees, for that End User, a number of attempts to collect the meter reading greater than the minimum number required for the corresponding consumption bracket;
- c) for seasonal users or other specific types of users, for whom the probability of failure of the additional reading attempt is high, also based on the Service Provider’s experience.

In carrying out the scheduled meter reading collection activities set forth by the TMSII, the Service Provider must:

- i. provide preliminary information to End Users with inaccessible or partially accessible meters regarding attempts to collect meter readings, informing them of the day and time slot when the personnel responsible for collecting the readings will visit; this communication must be provided at least 48 hours in advance, preferably in a form reserved for the users concerned – by e-mail, SMS, phone call or other means indicated by the User – or, where this is not possible, by other suitable means (e.g. posting of notices, communications in paper form). In the case of remotely read meters, both in smart and semi-smart mode, the preliminary information obligation is automatically fulfilled;
- ii. take charge of the meter reading collected by the End User and made available by the latter, with any specific procedures defined by the Service Provider (e.g. by means of a paper note left near the property);
- iii. adopt procedures that allow the Service Provider to produce evidence, in the event of a dispute, of the measurement expressed by the totaliser collected and used for billing purposes (e.g. through photographic documentation or specific software functionalities in the case of remote collection). In the event of an unsuccessful reading attempt, the Service Provider is required to leave a paper note informing the user of the impossibility of reading the meter and explaining how to read it themselves.

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In line with the values expressed in the introduction regarding innovation and sustainability, the Service Provider takes steps to ensure the increasingly widespread installation of remote reading meters, for the benefit of the service provided to users. The User undertakes to allow the Service Provider's staff access to the consumption meter, even at any other time they request it, for any service requirement. In the case of users equipped with remote reading systems, the Service Provider may independently measure consumption.

Users are guaranteed the possibility of self-reading through all the channels made available by the Service Provider (e.g. website, service desk, call centre), according to the transmission times communicated by the Service Provider.

The Service Provider provides immediate feedback to the End User on the failure to take charge of the self-reading measurement at the time of communication, in cases where the methods used for such communication are integrated with the Service Provider's information systems.

From 01/01/2023, two new specific standards came into force relating respectively to the minimum annual number of attempts by the Service Provider to collect the measurement and the minimum notice period for attempting to collect the measurement from end users with inaccessible or partially accessible meters, which will result in automatic compensation for the User:

Indicator	Associated standard
Minimum number of attempts to collect the meter reading	2 for historical consumption $\leq$ 3,000 m <sup>3</sup>
	3 for historical consumption $>$ 3,000 m <sup>3</sup>
Minimum notice period for attempting to collect meter readings from End Users with meters that are inaccessible or partially inaccessible	At least 48 hours

If it is not possible to read the meter, or if the consumption meter is not working properly, preventing the collection of consumption data, the User will be billed based on estimated consumption calculated using the average consumption for the previous year or in accordance with the provisions of TIMSII. Should this not be possible, on the basis of average consumption detected for the same type of user.

The Service Provider may therefore issue advance bills, calculated as indicated above, settlement bills, charging consumption based on actual readings taken from the meter in a given period, or mixed bills, which include both advance and settlement billing methods.

The Service Provider explains clearly in a document, made known to the End User, the calculation methods of the estimated consumption for advance billing.

Once the meter has been read, the amount consumed since the previous reading will be recalculated, with any balance adjusted by applying daily consumption bands (per day).

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Without prejudice to the provisions of the law on electronic invoicing, whenever the User has provided the Service Provider with an e-mail or certified e-mail address, the bill is sent to the End User preferentially through this channel, to ensure maximum timeliness and reliability of delivery, as well as for environmental protection purposes. Prior to sending by e-mail, the End User's consent to this method of delivery must be obtained, also for the purposes of privacy legislation.

In the event of rate changes, the rates will be charged on a per day basis from the day they come into effect.

Billing methods must be such as to minimise, over the course of the year, the difference between actual consumption and estimated consumption.

**In the case of billing amounts relating to consumption dating back more than two years for which the limitation period has expired**, the Service Provider is required to provide suitable evidence of the presence of such amounts on the bill, differentiating them from amounts relating to consumption dating back less than two years.

Amounts subject to limitation must also be excluded from any direct debit, postal or credit card payments. The Service Provider is also required to include an additional cover page with the bill containing:

- a) the following text notice: *"This bill contains amounts for consumption dating back more than two years, which may not be paid, in accordance with the 2018 Budget Law (Italian Law No. 205/17) as amended by the 2020 Budget Law (Italian Law No. 160/19). We invite you to promptly communicate your intention to object to the limitation period for these amounts, for example by sending the completed form on this page to the contact details below [indicate contact details]."*
- b) the amount of the sums subject to limitation;
- c) a section containing a form that the End User can use to raise the objection of limitation; this form must also be available on the Service Provider's website, in printable format, and at any in-person service desks in the territory;
- d) the postal address and e-mail address of the Service Provider or an electronic means by which the documents referred to in point (c) above or any text drafted by the End User to object to the limitation period can be sent.

**In the case of invoicing amounts relating to consumption dating back more than two years, for which it is considered that the limitation period has not expired due to the alleged existence of impediments** under the primary and general legislation of reference, the Service Provider is required to supplement the bill bearing these amounts with an additional initial page containing:

- a) the following text notice: *"The bill contains amounts for consumption dating back more than two years for which it is considered that the two-year limitation period, referred to in the 2018 Budget Law (Italian Law No. 205/17) as amended by the 2020 Budget Law (Italian Law No. 160/19), has not expired, due to impediments under the primary and general regulations of reference.";*
- b) The amounts for consumption dating back more than two years;
- c) the reason for the communication referred to in point (a) above, in accordance with the primary and general regulations of reference, also indicating the regulatory provision that is relevant in this case;

- d) a section indicating the possibility of sending a complaint to the Service Provider, as well as a postal address and e-mail address of the Service Provider or an electronic means through which to send the complaint.

In any case, the Service Provider reserves the right to independently waive its right to claim amounts that are subject to the statute of limitations. In this case, the Service Provider is required to provide timely information to the End User, specifying the amount of consumption dating back more than two years. This communication replaces all the information obligations detailed above.

## **6.1. bis Time for issuing the bill**

The time for issuing the bill is the time between the last day of the reference period of the bill and the day on which it is issued by the Service Provider.

The indicator must also be checked for invoices closing the contractual relationship. In this case, the last day of the bill reference period coincides with the day on which the transfer or deactivation of the supply takes place.

Bill issue time	45 calendar days
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## **6.1. ter Instalment plan**

The bill must indicate the date of issue and the due date, which cannot be less than twenty (20) calendar days from the date of issue of the bill itself.

The Service Provider is required to guarantee the User the possibility of paying in instalments if the bill issued exceeds 80% of the average charge for bills issued over the last 12 months. In this case, the Service Provider shall grant the End User the option of requesting an instalment plan, with non-cumulative instalments and a frequency corresponding to that of the billing, unless otherwise agreed between the parties.

If the amount of the bill exceeds 150% of the average charge for bills issued over the last twelve months, the billing document must be accompanied by payment slips for the instalment payment of the amount due.

If users eligible for the national and/or integrative water social bonus request payment by instalments from the Service Provider, the latter must grant this request.

The deadline for submitting a request for payment by instalments by the End User who is entitled to it is set at the tenth calendar day following the due date of the relevant bill. The amounts relating to instalment payments may be increased by:

- a) deferral interest not exceeding the reference rate set by the European Central Bank;
- b) interest on arrears set forth in current legislation only from the expiry date of the deadline set for payment by instalments.

Deferral interest cannot be applied if the threshold of 80% and/or 150% of the average charge for bills issued over the last 12 months is exceeded due to:

- a) prolonged periods of suspension of billing for reasons attributable to the Service Provider;
- b) the presence of high adjustments resulting from meter readings taken less frequently than required by current legislation for reasons attributable to the Service Provider.

## **6.2. Billing frequency**

The Service Provider is required to issue a minimum number of bills per year, differentiated according to average annual consumption over the last three years. The number of bills per year constitutes a specific quality standard and is differentiated as follows:

- a) 2 bills per year, issued every six months, for average annual consumption of up to 100 m<sup>3</sup>;
- b) 3 bills per year, issued every four months, for average annual consumption of 101 to 1,000 m<sup>3</sup>;
- c) 4 bills per year, issued every three months, for average annual consumption of 1,001 to 3,000 m<sup>3</sup>;
- d) 6 bills per year, every two months, for average consumption above 3,000 m<sup>3</sup>.

The User has the right to obtain separate billing for fees due for reasons other than consumption billing (e.g. repair work).

With regard to the integrated social water bonus, the Service Provider will pay it in the first bill issued at the end of the month following the transmission of the list of beneficiaries by the Municipality to the Service Provider. Failure to comply with the above deadlines will result in the automatic payment of compensation of 10 euros, which will be indicated as a separate item on the bill.

## **6.3. Payment methods and instruments**

The Service Provider guarantees the End User at least one free payment method of the bill.

The Service Provider guarantees the End User the widest range of payment methods and places at least the following bill payment methods at the End User's disposal:

- a) cash;
- b) bank cheques or cashier's cheques;
- c) bank card and/or credit card;
- d) direct debit from bank or post office account;
- e) postal payment slip;

f) through other methods indicated by the Service Provider on the website [www.fiora.it](http://www.fiora.it)

## **6.4. Billing adjustments**

The billing adjustment period is the time, measured in working days, lapsing between the date of receipt by the Service Provider of the written request for billing adjustment sent by the End User relating to a bill that has already been paid, or for which the possibility of payment in instalments is provided, and the date of crediting of the amount not due, even if different from the one requested.

Billing adjustment times                      60 working days for crediting.

If the verification shows a credit in favour of the End User, the Service Provider is required to credit the End User by deducting the amount from the first applicable bill. If the amount to be credited exceeds the amount charged on the bill or the date of issue of the bill itself, the credit must be paid to the End User by direct remittance.

In the event of a credit note in the first available bill, the date of issue of the bill containing the credit note shall prevail.

The Service Provider reserves the right to credit the amount due in the first available bill if such amount is less than fifty (50) euros.

## **6.5 Late payment and arrears**

When at least 10 days have passed since the deadline of the bill, and if the bill has not been paid in the meantime or instalments made, the Service Provider sends a friendly reminder to the User. If payment still fails to arrive, after at least 25 days following the deadline of the bill, the Service Provider sends the User the formal notice. The Service Provider may not intervene in the supply until at least 40 calendar days have elapsed since the friendly payment reminder.

End Users whose supply cannot be interrupted cannot be suspended nor deactivated.

End Users whose supply cannot be interrupted may be restricted, suspended and/or deactivated only if the Service Provider has given the User formal notice and subsequently enforced the security deposit, as well as after the expiry of the final payment deadlines set out in the formal notice, i.e. at least 40 calendar days from receipt by the User of the friendly reminder without the latter having regularised the payments or requested payment in instalments.

For residential direct domestic Users, the Service Provider must make an attempt at restriction and, in the event of technical impossibility, must communicate it before proceeding with suspending the service. Suspension may be performed only if arrears are greater than the annual sum for the discounted consumption bracket. Additionally, such users cannot be deactivated except in the event that after the restriction and/or suspension intervention, the seals or the flow valves have been tampered with, or if the Users have honoured their obligations (referred to the 24 months prior to the date of the formal notice) for the recovery of the prior arrears.

If the procedures relative to the management of arrears are not respected, the User has the right to receive the related compensations.



The Service Provider is obliged to guarantee the User in arrears the possibility to request an instalment plan for the amount subject of the formal notice having a maximum duration of 12 months, with non-cumulative instalments and a frequency corresponding to that of billing, unless otherwise agreed upon between the parties.

## **6.6 Identification and management of hidden leaks**

The Service Provider undertakes to apply a rate reduction for hidden leaks for which a formal request has been submitted, in accordance with the timetables and procedures set out in the current Regulations.

## **6.7. Intervention times for meter checking/testing**

Intervention times for meter checking/testing is the time lapsing between the date of receipt of the request by the End User and the date of intervention by the Service Provider. In the case of functional testing in a laboratory, this coincides with the replacement of the meter.

In cases where the meter is located in a place that is not accessible to the Service Provider unless the End User is present, given the need for the latter to arrange an appointment with the Service Provider within 10 working days to carry out the testing, the general standard regarding agreed appointments referred to in point 4.2.1 shall apply.

Meter checking/testing	10 working days from request.
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In cases where, following testing, the meter is functioning correctly, the Service Provider can charge the intervention costs to the End User, clarifying the amount on the bill, on the website and in the Supply Regulations. Additionally, the Service Provider is obliged to remind the End User of such information during the meter testing request, at least in those cases where the request is sent through a channel that allows immediate notice, such as via phone, the in-person service desk and on the online service desk.

## **6.8. Meter testing results communication time**

The meter testing results communication time is the time lapsing between the date of testing at the End User's premises and the date of sending the relative outcome to the End User.

The communication time of the outcome of the meter testing is differentiated based on the need to remove the meter to carry out the testing in a laboratory.

On-site testing communication time	10 working days from testing.
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Laboratory testing communication time	30 working days from testing
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In the event of tests mentioned in art. 5, par. 2, of Italian Ministerial Decree 93/17, performed in the presence of both parties, the Service Provider must send a notice to the End User having as object the results of the test of the measuring instrument pursuant to the standard of this paragraph, which in that case is the time lapsing between the receipt of the outcome transmitted to the Chamber of Commerce and the date the outcome is sent to the End User.

## **6.9 Meter replacement following a functional testing request**

If the test results show that the meter is broken or malfunctioning, the Service Provider replaces it free of charge. The Service Provider informs the End User of the outcome of the testing together with the date on which it intends to replace the meter.

The Service Provider is entitled to replace the meter concurrently with the outcome of the test conducted on it.

Meter replacement time, measured in working days, is the time lapsing between the date the document reporting the test result of the testing is dispatched or made available to the applicant, and date of replacement of the meter.

Meter replacement time                      10 working days.

If the meter is in a place that cannot be accessed by the Service Provider without the End User's presence, the Service Provider must indicate a specific appointment, including date and time, in the communication informing the End User of the need to replace the meter, to be agreed upon within 10 working days from the request. If the User is probably not available on the date and at the time indicated, they may agree on another appointment with the Service Provider within five (5) days from the date of receipt of the Service Provider's communication.

## **6.10 Intervention times for pressure level testing**

Intervention time for pressure level testing is the time lapsing between the date of receipt of the request from the End User and the date of intervention by the Service Provider.

Should the pressure level testing last for at least two days, the starting date of the testing shall be considered as the intervention date by the Service Provider.

In cases where, following testing, the pressure level is found to be normal, the Service Provider may charge the End User for the costs of the intervention, specifying the amount on the bill, in the Supply Regulations, and on the website. The Service Provider is also required to remind the End User of this information when requesting a pressure level testing, at least in those cases where the request is sent through a channel that allows immediate notice, such as via phone, the in-person service desk and the online service desk.

Pressure level testing time                      10 working days from request.

## **6.11. Pressure level testing outcome communication time**

The pressure level testing outcome communication time is the time lapsing between the date of testing at the End User's premises and the date of sending the relative outcome to the End User.

Should the pressure level testing last for at least two days, the date of testing at the End User's premises is considered to be the date of completion of the testing itself.

Pressure level testing outcome communication time    10 working days from testing.

If the test results show that the pressure value is not included in the limits provided for by law, the Service Provider must identify the reason for this and notify this situation and any possible interventions to the User. However, until the investments envisaged in the Territorial Plan have been fully implemented, the Service Provider may not be able to guarantee minimum pressure and flow rates everywhere and at all times.

The Service Provider must in any case communicate the test results to the User in writing within 10 working days from the test.

## **7 Service continuity**

The quality service standards of this chapter regard service continuity and regularity and as such concern the operation of the systems and networks.

In accordance with the RQTI [Regulation of the Technical Quality of the Integrated Water Service], the following specific standards have been identified for the water service:

**Maximum duration of the single scheduled suspension (S1)**, is the time, measured in hours, lapsing between the moment in which a single scheduled interruption occurs and the moment in which the supply is restored for each End User involved.

**Maximum time for activation of the emergency replacement services (S2)** in the event of suspension of the drinking water service, is the time, measured in hours, lapsing between the moment in which the single interruption (scheduled or unscheduled) occurs and the moment in which the emergency replacement service is activated, for each End User involved.

**Minimum notice time for scheduled interventions (S3)** that entail suspension of the supply, is the time, measured in hours, lapsing between the moment in which each End User is notified and the moment in which the single interruption of the supply indicated in the notice occurs.

S1-Maximum duration of the single scheduled suspension.        24 hours

S2-Maximum time beyond which the emergency replacement service in the event of suspension (scheduled or unscheduled) of the drinking water supply service must be activated.        24 hours

S3 - Minimum advance notice time for scheduled interventions with suspension of supply        48 hours

### **7.1 Continuity and emergency service**

The Service Provider must deliver ongoing and regular services, without interruptions. Service interruptions may only be ascribable to causes of force majeure, breakdowns, or maintenance necessary for the correct operation of the systems used and for ensuring service quality and safety. In the event of scheduled

maintenance, the User must be given suitable and prompt information as set forth below.

The Service Provider undertakes, should this occur, to limit the downtime to the minimum necessary, always in line with the technical problems that have arisen.

If, for the reasons outlined above, there are shortages or suspensions of the drinking water service for a period exceeding 24 hours, the Service Provider is required to activate the emergency replacement service.

## **7.2 Notice time for scheduled interventions (S3)**

In the event of scheduled interruptions in the supply of water services, the company must notify users at least 48 hours in advance. The notice must contain the duration of the interruption and indications as to when the service will be restored.

Through suitable means of communication (web, newspapers, press releases, notices at municipal administrations, etc.), the Service Provider must inform users at least two days in advance of the scheduled intervention and its effects.

## **7.3 Duration of the scheduled interruption**

Scheduled interruptions for the water service cannot last more than 24 hrs.

## **7.4 Emergency assistance**

The Service Providers provide emergency assistance services and related access to these services in all periods of the year and of the day.

The Service Provider is suitably organised to address repairs or scheduled maintenance and respects the following minimum levels:

- On-call service (free-phone number from landline and mobile 800 356935), available 24/7, to receive warnings or reports promptly;

The time of arrival at the location of the call is regarded as the time – measured in minutes with rounding to the next higher minute – lapsing between the start of the conversation with the emergency assistance switchboard operator or with the emergency assistance operator and the arrival of the emergency assistance personnel appointed by the Service Provider at the location of the call.

There is a general standard associated with the arrival time at the scene of an emergency call, which applies to reports relating to the following hazardous situations:

- a) copious water leaks, even minor ones with a risk of freezing;

- b) alteration of the potability characteristics of the water distributed;
- c) failure or blockage of pipes or sewerage systems;
- d) start of cleaning and drainage operations following flooding and backflow.

The first intervention is set at 2 hours in the event of reports from Public Authorities and 3 hours in other cases.

If, following the occurrence of hazardous situations, the Service Provider receives multiple reports simultaneously, resulting in an increase in response times, the Service Provider must take action and provide the users concerned with initial instructions on how to behave, also with the assistance of technical personnel.

## **8 Information to Users**

### **8.1 Access to documentation held by the Service Provider**

Users have the right to access the information, documents and deeds held by the IWS Service Provider regarding them.

The right of access is exercised in the manner governed by Italian Law No. 241 of 7 August 1990. Specifically, Users have the right to examine documents or deeds regarding them and to extract a copy of such documents or deeds, subject to the reimbursement of reproduction costs.

The request for access must be reasoned and addressed to the Service Provider, who has 30 days' time to respond.

The User must report to the Tuscan Water Authority the Service Provider's refusal or failure to reply in the course of the subsequent 30 days.

In order to ensure that Users receive continuous information about how services are provided and about the corporate procedures and initiatives that may be of interest to them, the Service Provider uses the following instruments (among others):

- Internet;
- information office;
- consumer associations;
- bills;
- information media (TV, press);
- information leaflets handed out also to consumer associations;
- promotional campaigns;

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- visits to company facilities.

Using these instruments, the Service Provider undertakes to:

- a) promote communication channels to allow contact with Users;
- b) stimulate the use of Certified Electronic Emails between Consumer Associations and Service Providers;
- c) disseminate the Integrated Water Service Charter;
- d) deliver, at the request of Users, a copy of the Charter and of the Integrated Water Service Regulations, containing the main service supply conditions and rules regulating the relationship between the parties;
- e) bring the changes made to this Charter and to the Integrated Water Service Regulation to the attention of Users;
- f) set up a consulting service for Users in order to provide information about the User Contracts in force and, in general, about the commercial aspects of the service (completion of the Contract, transfers, bills, connections). The service may be accessed personally, by phone or in writing. The service is provided through the service desks and free-phone numbers;
- g) carry out information and awareness raising campaigns on water issues;
- h) provide information about activities, news and events that Users should become promptly aware of;
- i) Inform Users about compliance of the water supplied with current legal standards, and disclose the indicative characteristic values of the following parameters related to the water delivered:
  - total hardness of water in hydrometric degrees (°F) or in mg/l of calcium;
  - hydrogen ion concentration in 0.1 pH units;
  - fixed residue at 180°C in mg/l;
  - nitrates in mg/l of NO<sub>3</sub>;
  - nitrites in mg/l of NO<sub>2</sub>;
  - ammonia in mg/l of NH<sub>4</sub>;
  - fluorine in m/l of F;
  - chlorides in mg/l of Cl;

in addition to the information set forth in Directive (EU) 2184/2020 - Annex IV as subsequently amended and supplemented

- j) provide information about how to pay bills and how to read meters. In order to help plan family expenditure, the Service Provider will provide – on a yearly basis and from time to time – a timetable of the deadlines of bills as well as information about possible instalment payments;
- k) provide information about the composition and variation of the rate and about rate variations;

- l) annually include information in the bill about meter and pressure testing costs applied by the Service Provider;
- m) provide information about the procedures for submitting complaints;
- n) draw up procedures for measuring and reporting consumption with a view to suggesting improvements to users on the technical-contractual use of the service;
- o) inform users in writing on the results of the tests conducted on meters and on the pressure level in pipelines;
- p) periodically disclose the main qualitative and quantitative data on the service delivered;
- q) perform periodical surveys to assess the effectiveness of the information provided and the communications made and to understand Users' further needs in this field;
- r) disclose to Users the content of the "Report on service quality and on assessment of User satisfaction levels" and the results achieved during the previous financial year as per point 8.3;
- s) inform Users, with adequate advance notice, of the measures adopted to address situations of water crises due to water shortage and qualitative crises;
- t) inform Users about the performance of the sewerage and water treatment service; specifically, provide information about the use factors of the water treatment systems, discharge limits, quality characteristics of the treated effluent, and the quality and final destination of the treatment sludge;
- u) inform Users, at their specific request, about the effects borne by the receiving water body determined by the treated effluent, also in consideration of the use factors of the systems.

## **8.2 Privacy policy of the Service Provider.**

AdF SpA, with registered office in Via Mameli No. 10, Grosseto, in its capacity as Data Controller, informs that personal data will be processed in compliance with the provisions of Regulation (EU) 2016/679 (the European General Data Protection Regulation, 'GDPR') for the purposes and in the manner described in the respective privacy notices, prepared pursuant to Articles 13 and 14 of the GDPR, available at the following link: <https://www.fiora.it/informativa-privacy.html#AF>.

## **8.3 Assessment of Users' level of satisfaction**

The Service Provider carries out yearly surveys on Users' level of satisfaction in order to monitor the application of the Service Charter and to improve the quality levels of the services provided.

On the basis of the surveys, the Service Provider undertakes to draw up a yearly "Report on service quality and on the assessment of User satisfaction levels" within the month of May and to submit it to the Tuscan Water Authority.

The Authority will be responsible for presenting the results of the individual reports in aggregate from to User Associations.

## **8.4. Rules regulating strikes in the Integrated Water Service.**

The Service Provider, in compliance with the right to strike and in relation to the nature of the service and to the protection of system integrity, undertakes to guarantee the necessary services in accordance with the rules regulating the right to strike in essential public services pursuant to regulations in force at the time.

## **9 Compensation to Users**

The Charter sets the general and specific service quality standards that the Service Provider undertakes to observe, as per paragraph 4. In the event of non-compliance with the specific standards, due to reasons attributable to the Service Provider and not included in the circumstances referred to in art. 9.1 letters A and B, Users have the right to automatic and fixed compensation.

The standards subject to automatic reimbursement concern non-compliance with timeframes regarding:

1. estimates (for water and sewerage connections, for works and which can be standardised)
2. connections to water and sewerage systems involving the execution of simple works
3. execution of simple water and sewerage works
4. supply activation
5. supply reactivation (following deactivation due to arrears)
6. supply disconnection
7. transfer
8. punctuality bracket of scheduled appointments
9. response to written requests (for information)
10. response to complaints
11. issuing of bills
12. billing frequency
13. minimum number of attempts to collect the measurement
14. minimum notice period for meter reading attempts for End Users with inaccessible or partially accessible meters
15. non-payment of the integrated social water bonus;



16. erroneous suspension or disconnection of a User whose supply cannot be interrupted;
17. erroneous suspension of a residential domestic User;
18. erroneous restriction, suspension or disconnection in the absence of a formal notice;
19. erroneous restriction, suspension or disconnection despite the communication that payment was made;
20. advance restriction, suspension or disconnection compared to the period indicated in the formal notice;
21. erroneous restriction, suspension or disconnection if the User has requested instalments;
22. friendly reminder not sent;
23. billing adjustments upon written request by the User for bills already paid or for bills that can be paid in instalments;
24. meter checking/testing (intervention, communication of results, device replacement);
25. pressure level testing (intervention, communication of results);
26. maximum duration of the single scheduled suspension;
27. Maximum time for the activation of the emergency replacement service;
28. Minimum advance notice time for scheduled interventions;
29. Maximum time for the appointment with the service desk.

In the event of failure to comply with specific quality standards, the Service Provider shall pay the End User, on the first applicable billing date, automatic compensation of 30 euros (10 euros for standards 15, 20, 21, 22), which may be increased by two or three times, in proportion to the time taken to perform the service compared to the standard time (e.g., if the service is performed within twice the expected standard, the compensation is doubled). The increase in compensation does not apply to the appointment punctuality bracket, billing frequency, failure to pay the integrated water bonus, and to standards relating to arrears.

For the SP indicator, relating to the minimum notice period for meter reading attempts for users with meters that are inaccessible or partially inaccessible (SP = 48 hours), the following incremental compensation criterion applies:

- Advance notice time  $\geq 48$  hours: no compensation
- $24 \text{ hours} \leq \text{Advance notice time} < 48 \text{ hours}$ : compensation of 30 euro
- $16 \text{ hours} \leq \text{Advance notice time} < 24 \text{ hours}$ : compensation of 60 euro
- Advance notice time  $< 16$  hours, or lack of advance notice: compensation of 90 euro.

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With regard to the minimum number of reading attempts divided into indicators SR1 and SR2, the incremental compensation mechanism is as follows.

For end users with average annual consumption of up to 3000 m3 (SR1 = 2):

if the number of meter reading attempts during the year = 1: compensation of 30 euros

if the number of meter reading attempts during the year = 0: compensation of 60 euros

For End Users with average annual consumption greater than 3000 m3 (SR2 = 3):

if the number of meter reading attempts during the year = 2: compensation of 30 euros

if the number of meter reading attempts during the year = 1: compensation of 60 euros

if the number of meter reading attempts during the year = 0: compensation of 90 euros

For the standard referred to in point 28 (Advance notice of scheduled service interruption), the incremental mechanism in question will be applied as follows:

- advance notice time between 24 hours and < 48 hours: compensation of €30

- advance notice time between 16 hours and < 24 hours: double compensation (€ 60)

- advance notice time < 16 hours or lack of notice: triple compensation (€ 90)

In the event of failure to comply with the standards set out in points 26, 27, and 28 above, the number of Users eligible for compensation will also be determined on the basis of mathematical models used by the Service Provider, and compensation will be paid to End Users (including indirect users) who have an active account at the time of the disservice.

## **9.1. Causes for failure to comply with specific and general quality standards**

Causes for failure to comply with specific and general quality standards are classified as follows:

a) Causes of force majeure, meant as acts by public authorities, exceptional natural events for which the competent authorities have declared a state of disaster, strikes called without the advance notice set forth by the law, failure to obtain the issuing of permits;

b) causes attributable to the End User, including inaccessibility to the meter, or to third parties, i.e. damages or impediments caused by third parties;

c) causes attributable to the Service Provider, meant as all other causes not indicated in the previous letters a) and b).

The Service Provider is not required to pay automatic compensation:

- for failure to comply the specific quality standards is attributable to causes a and b above;
- when the End User has already received a compensation during the calendar year (two compensations in the event of service continuity standards) for lack of compliance with the specific level;

- in the event of complaints or other notifications for which it is not possible to identify the End User because these do not contain the minimum information set forth in the Complaints procedure, annexed to this Charter.

The Service Provider, in cases where the User is in arrears, suspends payment of the automatic compensation until payment of the amounts due is received.

## **9.2. Automatic compensation payment modes**

Compensation, where not excluded pursuant to paragraph 9.1, shall be paid to the User through deduction from the amount charged in the first applicable bill. If the amount of the first bill charged to the End User is less than the amount of the automatic compensation, the bill must show a credit in favour of the End User, which must be deducted from the next bill or paid by direct remittance.

The compensation must in any case be paid within 180 calendar days of the formation of the obligation on the part of the Service Provider to provide the service subject to a specific standard pursuant to this charter.

The reason for the deduction must be clearly indicated on the bill as compensation for failure to comply with the specific quality levels indicated in the Service Charter. The same document must indicate that the payment of compensation does not exclude the possibility for the User to claim, in the appropriate forums, compensation for any further damage suffered.

In the event of arrears, the time is calculated from the moment the User in arrears has paid the amounts due.

In the event of condominium utilities, with regard to service continuity standards (duration of suspension, replacement service activation and advance notice), automatic compensation is calculated for each indirect User covered by the supply contract.

For service continuity standards, compensation is suspended, on an exceptional basis, only subject to authorization by the National Authority (ARERA), following a reasoned and documented request by the competent local management authority (Tuscan Water Authority), which the Service Provider has contacted.

In cases where no compensation is set forth, the User who feels the Service Charter has not been complied with, can always recur to the Complaints procedure, annexed to this charter.

## **10. Additional protective measures**

A) If the User is not satisfied with the outcome of a complaint submitted to the Service Provider, they may resort to the conciliation procedures governed by the “Regulations on conciliation in the integrated water service.”

For further information, visit the Service Provider’s website [www.fiora.it](http://www.fiora.it).

Additionally, the Service Provider indicates further modes to activate out-of-court dispute resolution bodies and the contact details of the Energy and Environment Consumer Desk.

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- B) Regional Regulation of the Tuscan Water Authority (AIT) for the implementation of social tariff concessions for the Integrated Water Service (SIWS)

For further information, visit the website of the Tuscan Water Authority [www.autoritaidrica.toscana.it](http://www.autoritaidrica.toscana.it) or of your Municipality.

Social water bonus for economically disadvantaged domestic users provided for by ARERA - the Italian Regulatory Authority for Energy, Networks, and Environment. For further information, visit the website: [www.arera.it](http://www.arera.it).