



An Coimisiún  
um Rialáil Fónais  
Commission for  
Regulation of Utilities



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Commission for Regulation of Utilities

# Irish Water Domestic Customer Handbook

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# 1 Introduction

This document is written by the Commission for Regulation of Utilities ('CRU') as the economic regulator of Irish Water and provides guidelines to Irish Water in terms of required levels of customer service and customer protection measures to be implemented in its domestic operations. This document covers the required content of Irish Water's Customer Charter, Codes of Practice and Terms & Conditions of Supply for Domestic Customers.

Section 39 of the Water Services (No. 2) Act 2013, provides the CRU with legislative powers to protect the interests of water Customers, ensure water services are delivered safely, securely and sustainably and that Irish Water operates in an economic and efficient manner. Part of this duty is to publish a Domestic Customer Handbook, which Irish Water must comply with.

The Domestic Customer Handbook sets out minimum service requirements that Irish Water must adhere to in its dealings with water and/or wastewater Customers.

Irish Water is required to prepare and submit, under Section 32 of the Water Services (No.2) Act, its Codes of Practice in line with this document for approval by the CRU. The Commission may direct Irish Water to comply with an approved Code of Practice or a provision of a Code of Practice.

To clarify, unless otherwise stated, and for the purposes of this Handbook:

- A Customer is defined as the occupier of the premises in respect of which water and/or wastewater services are provided. However, there may be instances whereby another party, other than the Customer, sets up an account with Irish Water and pays for the services on behalf of the Customer. Such circumstances may arise, for example, where a landlord pays water charges on behalf of its domestic tenants. In these circumstances, the paying party shall be deemed to be the Customer for the purposes of billing.
- This Handbook applies to Customers in respect of a domestic premises.
- By "Irish Water" we refer to Irish Water or its representatives, e.g. any entity that is contracted to carry out work on behalf of Irish Water.

## 1.1 Implementation Dates

This document updates the previous version of the Domestic Customer Handbook ([CRU/17/319](#)) in several areas to reflect legislative changes, general updates and new requirements placed on Irish Water. The CRU recognises that Irish Water will need some time to implement the different Domestic Customer Handbook requirements. The CRU has decided that Irish Water must implement all decisions that the CRU has made in the Handbook within 12 months from the date of publication of this decision. That is, all the requirements of this document must be implemented by 13<sup>th</sup> October 2021. Such amendments include the following:

- Obligations which are new and require IT system changes.
- Obligations which are new but do not require IT system changes.
- Obligations relating to policy decisions which are already in place, (e.g. First Fix Free Scheme).

## 1.2 Overarching Principles

These principles provide guidance to how Irish Water should interact with Customers whether directly or indirectly. These principles do not relate specifically to any Code of Practice but rather have a general application to all facets of the Customer-utility relationship.

The CRU regards the application of these principles as being appropriate where the obligations of the Domestic Customer Handbook are not sufficient to address a specific situation/aspect of the Customer-utility relationship.

The overarching principles are as follows:

1. Irish Water shall treat Customers in a fair, honest, transparent, appropriate, reasonable and professional manner.
2. Irish Water shall ensure consistency, accuracy, clarity and transparency of information across all means of written and oral communications with Customers. This includes, but is not limited to, definitions, terms, words used

in bills, statements, Terms and Conditions of Supply, processes and charging documents.

### 1.3 General Obligations

The general obligations on Irish Water in relation to Customer service are outlined below..

1. Each Code of Practice and Customer Charter should clearly specify its objectives and the target groups it is intended to reach.
2. Each Code or Customer Charter must be written in plain English and be set out in a way that is easy to understand.
3. Irish Water is required to prepare separate documents with regard to domestic Customers in relation to Terms & Conditions of supply, Codes of Practice and the Customer Charter.
4. Irish Water is required to apply the principles of Universal Design subject to CRU approval, when implementing the requirements of and developing the services referred to in the Codes of Practice, Customer Charters, and Terms & Conditions, and in all associated communications with Customers.
5. Irish Water is required to ensure all Customer communication material, Codes of Practice documents, Terms & Conditions and Customer Charters are available in appropriate formats for Customers, potential Customers and Customers registered on Irish Water priority/special services register.
6. Copies of the Codes of Practice, Customer Charter and standard Terms and Conditions of Supply must be published on Irish Water's website in an easily accessible and visible location.
7. Irish Water will be obliged to operate in line with any other existing legislation which covers its business.

8. Irish Water is required to train its staff and/or agents appropriately with respect to its Terms & Conditions, the Codes of Practice and Customer Charter requirements.
9. Irish Water must implement business processes which allow them to monitor the implementation of the Codes of Practice and report to the CRU on a regular basis. The CRU may seek to review or audit these business processes and monitoring procedures as part of its remit as the economic regulator of Irish Water.
10. The requirements in relation to these Codes of Practice do not apply in cases where fraudulent or illegal activity on the part of the Customer in relation to their Irish Water account and water or wastewater service supply infrastructure has been demonstrated to have taken place.

## 2 Key Documents

### 2.1 Documents requiring preparation by Irish Water

Irish Water is required to prepare the following key documents to outline its Customer service standards. These are outlined in the table below to reflect, at a minimum, the requirements set out in this Handbook.

Irish Water should note that nothing in the Codes of Practice is intended to, or should be deemed to, constitute an exemption from its legal obligations to comply with any and all relevant legislation, statute, statutory instrument, regulation or order (or any provision thereof) or any subordinate legislation.

<b>Irish Water Domestic Customer Handbook</b>
<b>1. Customer Charter for Domestic Customers</b>
<b>2. Codes of Practice</b>
• Customer Communication
• Metering
• Billing
• Vulnerable Customers
• Network Operations
• Complaint Handling
<b>3. Terms and Conditions of Supply</b>

## **3 Codes of Practice Approval Process**

### **3.1 Outline of approval of key documents**

- 3.1.1 Irish Water is required to submit the Codes of Practice listed in Section 2.1 above to the CRU as required, for review and approval in advance of publication.
- 3.1.2 The CRU may approve or refuse approval of the Codes of Practice submitted.
- 3.1.3 Once approval is gained, the Codes of Practice shall be published and made easily accessible on Irish Water's website.
- 3.1.4 Any changes to approved Codes of Practice must be further approved by the CRU in advance of publication.
- 3.1.5 If any of Irish Water's proposed Codes of Practice or the Customer Charter are not approved, then guidelines as issued in the CRU's decision on the Irish Water Domestic Customer Handbook requirements will apply.

## **4 Irish Water's Domestic Customer Charter**

### **4.1 General Requirements**

- 4.1.1 Irish Water shall develop a Customer Charter, setting out the services provided, and service quality levels offered. The Customer Charter must also set out its commitments where charter payments will apply and payment arrangements which apply if service quality levels are not met.
- 4.1.2 These commitments are an indication of Irish Water's commitment to customer service and are required to have a financial penalty associated with them if they are not met.
- 4.1.3 A Charter payment of €30 shall apply per commitment. This payment to the Customer is in relation to the guarantee; the Customer may still also pursue a complaint with Irish Water in relation to further costs associated with the impact of the failure to meet the commitment.
- 4.1.4 A Customer shall be entitled to a charter payment for each instance that Irish Water fails to meet the commitments set out in Section 4.2.
- 4.1.5 In instances where Irish Water fails to issue a Charter payment to a Customer within 30 working days of the award being determined by Irish Water, the Customer will also be entitled to a late payment penalty of €15 to compensate for any inconvenience caused.
- 4.1.6 Irish Water shall promote the Customer Charter through a range of communication channels and increase awareness of the Charter among Customers. It will inform Customers that a charter payment will be awarded where it is determined that the commitments set out in Section 4.2 are not met.

## 4.2 Minimum Commitments

In its Customer Charter Irish Water must set out a list of minimum commitments where charter payments apply for domestic Customers. Below is a list of the minimum commitments that must be included in that list: however, Irish Water may include additional commitments.

### 4.2.1 Minimum commitments where charter payments apply:

1. Irish Water guarantees to respond to Customer complaints within five working days with a resolution or a plan for the steps required to achieve a resolution, under normal conditions.
2. Irish Water guarantees to contact Customers with an update on the status of their complaint, If their complaint remains open 10 working days after it was lodged.
3. Irish Water guarantees to accurately calculate bills for customers who have to pay charges. All bills will be in accordance with published, CRU-approved Water Charges Plan.
4. Irish Water guarantees to provide the customer at least two days' notification, and information about installing a meter, before a meter is installed at a premises. This notification can be waived at the customer's request.
5. Irish Water guarantees to the extent reasonably practicable to remedy any damage to a premises which has occurred as a direct result of its employees'/agents' activities during meter installation, leak repair or leak investigation. This will be done free of charge to the Customer.
6. Irish Water guarantees to treat sympathetically Customers who contact them when they are having difficulty paying their water bills. Irish Water will inform Customers of the payment options available, offer payment plans for Customers in arrears and take a Customer's ability to pay into account when agreeing any payment plan.

7. Irish Water guarantees to apply the applicable discount/rebate to a Customer's bill in relation to notices that declare water unfit for human consumption in line with the CRU's decision on Irish Water's Water Charges Plan.
8. Irish Water guarantees to provide at least two days' notice to Customers whom Irish Water anticipate will be affected if there is a planned interruption in the area. This notice must be provided to Customers through Irish Water's website and social media.
9. Irish Water guarantees to directly contact Customers registered on the Priority Services Register at least two days in advance if there is a planned interruption taking place in their area.
10. Irish Water guarantees to give customers on its priority services register the chance to tell them about their critical water supply needs when an unplanned interruption to supply is likely to last more than four hours.
11. Irish Water guarantees to engage with a customer who has asked for clarity as to who owns pipework – at specific premises – within three working days of receiving the request
12. Irish Water guarantees to carry out its leak repair works in a professional and efficient manner.

Where there has been a failure by Irish Water in relation to any of the above, a Domestic Customer may complain to Irish Water highlighting that failure. If Irish Water has not met the above commitments that Customer should then be issued a charter payment by Irish Water, for each failing. However, it is important to note that the above list does not restrict Irish Water from issuing charter payments to a Domestic Customer in other circumstances. Where Irish Water have received a complaint from a Domestic Customer and Irish Water recognises that the level of service that Customer has received was inadequate, they may issue charter payments as they see fit.

The CRU recognises that the above list of minimum commitments where charter payments apply does not cover all aspects of the requirements set out in the Codes of Practice. However, the CRU considers that these commitments cover the most essential areas set out in the Codes.

Regardless of whether charter payments are applicable, Irish Water is expected to provide a high standard of Customer service from the outset and endeavour to deliver all aspects of the Codes. The CRU will also review the requirements included in the Irish Water Domestic Customer Handbook on an ongoing basis, as required, to ensure that the Customer service levels delivered continue to develop over time.

### 4.3 Water and wastewater quality

- 4.3.1 The Environmental Protection Agency (EPA) is the regulatory authority that will deal with enforcing adherence to relevant environmental legislation by Irish Water.
- 4.3.2 From time to time it may be the case that some Customer's water supply is deemed to be unfit for human consumption. For example, this may be where a boil water notice has been issued to protect Customer health and safety or under other circumstances as defined by the EPA or HSE. Where the customer must pay domestic water charges, they will not have to pay for these (where this applies) for the time when their water was unfit for human consumption. Irish Water will be required to apply Charges in line with the CRU-approved Water Charges Plan where applicable.

## **5 Code of Practice on Customer Communication for Domestic Customers**

The use of the word “Customer” in the Code of Practice on Customer Communication refers to existing and potential Customers.

### **5.1 General Requirements**

- 5.1.1 Irish Water will ensure that in all communication with Customers and in all communication formats plain English is used, and the principles of Universal Design will be applied.
- 5.1.2 Irish Water will also ensure that it can provide information in an appropriate manner to customers with specific communication requirements.
- 5.1.3 Irish Water must provide reports to the CRU on how Universal Design has been implemented within its Customer communication material and processes. These reports shall be provided by Irish Water as directed by the CRU.
- 5.1.4 Irish Water must make available on its website, a range of channels through which Customers can contact Irish Water,

### **5.2 Requirements in Providing Information to Customers**

- 5.2.1 Irish Water must adopt a transparent and fair approach to the communication of its services to Customers.
- 5.2.2 Irish Water must take all reasonable steps to ensure all Customer communications are easy to understand and accurate.
- 5.2.3 Irish Water must ensure that its employees or agents act empathetically and make steps to cater for a person’s inexperience or vulnerability when communicating information on its services.

5.2.4 Irish Water shall ensure there is full public and Customer awareness of its vulnerable Customers register. This will include providing information and working collaboratively with relevant support and charitable organisations.

5.2.5 Irish Water will provide through a range of communication channels detail of:

- a) Information on how a Customer may become liable for a charge. This should include detail on Excess Use Charges, the Allowances and Exemptions available and how a Customer may take steps to avoid the charge.
- b) Information on how a Customer may reduce their water usage including examples of typical water-related household activities and different water-saving solutions.
- c) The process a Customer must follow to request a new connection to the water and/or wastewater network and relevant application forms.
- d) How to access information on a schedule of connection charges and a clear and transparent connection charging methodology, with worked examples of the typical Irish Water connection costs for Domestic Customers.
- e) How to access information on the process a Customer must follow to request information on existing water and/or wastewater networks, including any associated charges for the use or connection to such networks.
- f) Contact details for new connections/connection queries at Irish Water.
- g) Billing details - samples of bills, charging details, charging methodologies and explanations of terms used.
- h) Payment methods and arrears handling.
- i) Guidance to Irish Water Customers with regard to disposal of substances not permitted through wastewater systems.

- j) Contact details for emergencies or pipe faults.
- k) Pipework responsibility and ownership with diagrammatic representation.
- l) Details of the process a Customer should follow if they notice a leak or an issue with pipework on their premises or outside their premises.
- m) Broad guidance on group water schemes and distinction between Irish Water supplied services and group water scheme services.
- n) How a Customer can make a complaint.

### 5.3 Customer communication during supply interruptions and poor-quality supply periods

For the purpose of this Code, a supply interruption is any incident related to Irish Water activities or assets that causes a Customer's supply to be significantly impacted. This may include a complete interruption of supply or a significant drop in pressure at the Customer's premises.

#### **Planned Interruptions**

- 5.3.1 Irish Water shall ensure regular up-to-date information on the planned timing of the interruption is available in advance of and during planned interruption to normal supply, and on the anticipated time of restoration of supply for Customers that Irish Water anticipates will be affected during the planned interruption.
- 5.3.2 Customers that Irish Water anticipates will be affected during a planned interruption shall be notified at least two working days in advance of the event.
- 5.3.3 Notification of a planned interruption may be through direct communication with the Customer or through a range of appropriate communication channels and information shall be made available to Customers through telephone helplines.

## **Unplanned Interruptions**

- 5.3.4 Irish Water shall ensure regular up-to-date information is available to Customers understood by Irish Water to be affected by an unplanned interruption to their water supply and inform them of the likely duration and anticipated time of restoration of supply.
- 5.3.5 In a case of unplanned interruption, Irish Water will publish information on the issue as soon as possible but no later than two hours after Irish Water becomes aware of the interruption via relevant communication channels and information shall be made available to Customers through telephone helplines.
- 5.3.6 Exceptions to requirement 5.2.4 and 5.2.5 exists in the case where the unplanned interruption is due to an extreme or severe weather event. In an event of an unplanned interruption that is due to an extreme or severe weather event, Irish Water will publish information on the issue as soon as possible but no later than five hours after Irish Water becomes aware of the interruption via relevant communication channels and information shall be made available to Customers through telephone helplines.

## **Water Unfit for Human Consumption**

- 5.3.7 In instances where notices that declare water unfit for human consumption are implemented, Irish Water shall make provision to communicate with all anticipated affected Customers through appropriate communication channels to:
- a) inform them it is not safe to drink the water and inform the Customer of any further precautionary measures that should be taken,
  - b) explain the reason for the notice;
  - c) highlight the anticipated duration of the notice;
  - d) provide regular updates on progress to rectify the issue causing substandard supply; and

- e) contact registered vulnerable Customers as per the requirements set out in Sections 8.3 and 8.4.

5.3.8 Updated information on the notice duration shall be regularly publicised through social media, Customer emails, regularly updated website information and local broadcasts, and shall be made available to Customers through telephone helplines.

### **Alternative Water Supply Arrangements**

5.3.9 In instances where (for public health and safety reasons, or other emergency reasons) Customers are provided with alternative supply arrangements, Irish Water must communicate with all anticipated affected Customers through a range of communication channels to:

- a) inform them it is not safe to drink the water and explain the reason why,
- b) inform the Customer of any other precautionary measures that should be taken,
- c) inform them where Irish Water will locate and facilitate alternative water supplies,
- d) highlight the anticipated duration of the alternative supply, and
- e) provide regular updates on progress to rectify the issue causing substandard supply.
- f) contact registered vulnerable Customers as per the requirements set out in Sections 8.3 and 8.4.
- g) Updated information on alternative water supply duration shall be regularly publicised through: social media, Customer emails, regularly updated website information, and local broadcasts, and shall be made available to Customers through telephone helplines.

## 5.4 Customer communication through printed material

5.4.1 Irish Water shall make available relevant printed material upon a request (by phone, email or in writing) from a Customer. At a minimum this includes Customer Terms & Conditions, Codes of Practice, Customer Charter and information on all applicable charges.

## 5.5 Customer communication by telephone

5.5.1 A Customer shall have the opportunity to speak to an Irish Water staff member or a contractor working on Irish Water's behalf to find out further information about water and/or wastewater service supply, connection policy, metering, billing and any other relevant area.

5.5.2 Telephone contact details shall be made easily visible on Irish Water's website, bills and in print media.

5.5.3 Irish Water shall make provision to have sufficient staff trained and available to deal with such contact from Customers.

5.5.4 Unless requested by a Customer and apart from during an emergency or interruption to service, Irish Water must not make a telephone call to a household Customer:

- a) on Christmas Eve
- b) on any Public or Bank Holiday
- c) on Sundays
- d) or outside the following times:
  - i. 9am to 9pm weekdays
  - ii. 11am to 5pm Saturdays.

## 5.6 Customer contact in person

5.6.1 If Irish Water engages in direct communication, or has a need to visit in person, for maintenance or operational reasons, at a Customer's premises (with or without a prearranged appointment) or by personal contact, Irish Water must:

- a) produce an identity card that shows their full name and photograph and the name, business address and contact number of Irish Water. Where Local Authority staff are working on behalf of Irish Water, then they are obliged to produce an identity card that shows their full name and photograph as well as the Local Authorities name, business address and contact number; and,
- b) advise the Customer of the purpose of the visit.

5.6.2 Unless requested by a Customer and apart from maintenance and operational reasons, Irish Water must not contact a household Customer at the Customer's premises for direct communication purposes:

- a) on Christmas Eve;
- b) on any Public or Bank Holiday;
- c) on Sundays;
- d) or outside the following times:
  - i. 9am to 9pm on weekdays;
  - ii. 11am to 5pm on Saturdays.

## 5.7 Customer contact by e-mail

5.7.1 Irish Water may send electronic mail for direct communication purposes in line with data protection legislation. Where Irish Water engages in direct communication via e-mail to Customers, Irish Water must provide the following information to Customers:

- a) Irish Water's name and address; and

- b) Irish Water's e-mail address or other means of electronic contact; and/or
- c) Irish Water's contact number.

## 5.8 Customer Contact by SMS

5.8.1 Where Irish Water engages in direct communication via SMS to Customers, Irish Water must identify itself, by providing its name.

## 5.9 New Customers

5.9.1 In addition to the requirements set out above, Irish Water must set out in its Code of Practice clear rules around setting up a new Customer account.

5.9.2 When setting up a new Customer account, Irish Water must:

- a) Where a joint account is to be opened, Irish Water should confirm with any other named person on the account that they wish to be named as soon as possible after the initial account opening.
- b) Provide a simple method for Customers to add a third-party contact to their account.
- c) Clearly explain how the Customer will be billed.
- d) Explain how the Customer can make payment against the bill and any budgeting options available.
- e) Direct Customers as to where they can find a copy of Irish Water's Terms and Conditions of supply of water and/or wastewater services contract. In addition, Irish Water must provide a copy of these documents in writing (via post or e-mail), which must highlight and explain key terms if the Customer requests this.
- f) Explain any penalty that may apply if the Customer does not meet the terms of the Terms & Conditions.

- g) Highlight the existence and purpose of the Vulnerable Customer Register and how any Customer can apply to be put on the register if they believe they meet the relevant criteria.
- h) Direct the Customer as to where they will find water conservation information.

## 5.10 Customer Notification and Communication relating to Excess Use

- 5.10.1 Irish Water must clearly explain through appropriate communication channels, the meaning of terms related to Excess Use Charges such as 'Excess Use' 'Threshold Amount', 'Household Allowances', 'Exemptions' and their relevance to Irish Water Customers.
- 5.10.2 Irish Water will issue notification to Customers who appear to be using water excessively (i.e. above the Annual Allowance).
- 5.10.3 The notice must be in writing and addressed to the Customer of a premises to which excess use has been recorded. The notification letter will be issued in Braille to those Customers who require this communication format.
- 5.10.4 Irish Water, in this notice letter, shall:
  - a) Identify the period where excess use was recorded/observed;
  - b) Inform the Customer that the Annual Allowance has been exceeded within that period;
  - c) Inform the Customer that an excess use charge may apply if half of the Annual Allowance is exceeded over the 6-month period beginning on the day of issuing the notice and that the continuation of such usage levels may result in an excess use charge if the full Annual Allowance is exceeded over the 12-month period following the issuing of the notice;
  - d) Inform the Customer that they may be charged for excess use and that they will continue to be liable for an Excess Use charge until such time as usage falls within/below Annual Allowance;

- e) Advise the Customer of the additional Allowances available for larger households and provide information on how these additional Household Allowances can be applied for;
- f) Advise the Customer on exemptions available for Customers with certain medical conditions and provide information on how this exemption can be applied for.
- g) Inform the Customer that information on Excess Use Charges, Household Allowances and Medical Exemptions is available for them on the Irish Water website.

## 5.11 Household Allowances

5.11.1 Irish Water must provide clear instructions for Customers to apply to Irish Water for an additional Household Allowance relating to the number of occupants ordinarily residing in a Customer's premises. At minimum these instructions must outline:

- a) The eligibility criteria for such Allowance;
- b) How a Customer can apply to Irish Water for a Household Allowance;
- c) The time limits within which, following the Customer receiving a notice of excess use, the Customer can make an application for an additional Household Allowance;
- d) Information on the minimum period a Customer must reside in a premises in order to be considered ordinarily resident in that premises.
- e) The procedures to be followed by a Customer and by Irish Water where there is a change in the number of individuals ordinarily residing in a premises.

## 5.12 Exemptions due to Medical Need

5.12.1 Irish Water must provide clear instructions for Customers to apply to Irish Water for an exemption due to medical need. Irish Water through a range of

communication channels will provide Customers with the following information:

- a) How Customers can apply to Irish Water for an exemption due to a medical need;
- b) The minimum period a Customer must reside in a premises to be considered ordinarily resident in that premises;
- c) Time limits in which a Customer can apply for an exemption, having first received notice of excess use;
- d) Procedures to be followed by the Customer and Irish Water when there is a change in medical need.

5.12.2 Irish Water will encourage Customers who have applied for or claimed an exemption due to medical need, to give notice to Irish Water where:

- a) There is a change to the medical need in question;
- b) The individual(s) with the medical need ceases to reside in the premises.

## **6 Code of Practice on Metering for Domestic Customers**

### **6.1 General Requirement**

6.1.1 Irish Water will set out in its Code of Practice on Metering, the procedures it will follow in relation to installation of new meters, testing for suspected faulty meters and the maintenance or repair/replacement of meters that may malfunction. For avoidance of doubt this Code of Practice relates only to domestic meters installed by Irish Water, and does not refer to domestic meters previously installed by Local Authorities or meters installed by private individuals.

### **6.2 Installation of new meters**

6.2.1 Irish Water, when intending to install a meter, will give at least two working days' notification and meter installation information to a Customer in advance of the meter installation date. This notification can be waived at the customer's request.

6.2.2 Installation of water meters by Irish Water will be undertaken in as professional and as least disruptive a manner as possible to the premises and the surrounding area.

6.2.3 Irish Water shall in line with relevant legislation ensure that water meters are installed in accessible locations, where feasible, and that the meter can, where possible, be read by the Customer.

6.2.4 Irish Water will to the extent reasonably practicable remedy any damage to a premises which has occurred as a direct result of its employees' or agents' activities during meter installation free of charge to the Customer. Remedy of damage to a premises during meter installation shall be processed through the normal complaint handling procedures and standards (if not otherwise agreed between Irish Water and the Customer).

6.2.5 An unmetered Customer can request Irish Water to fit a meter at its premises. Irish Water will check if a meter can be installed at the premises. Irish Water will endeavour to complete checks and reply to the Customer within three weeks of the date of the Customer's request. If a meter can be fitted, this will be completed within a further four weeks subject to constraints outside the control of Irish Water.

### 6.3 Meter ownership and meter access post installation

6.3.1 Irish Water will make it clear to Customers that the meter is the property of Irish Water.

6.3.2 Irish Water will be responsible for all operation and maintenance tasks on metering equipment.

6.3.3 Customers may, if they so wish, open the meter box to read the meter or to isolate their water supply from the stop valve. Irish Water will be obliged to provide information to Customers on how to access their meter as required but will not permit Customers to remove any Irish Water apparatus from the meter box.

6.3.4 If a Customer has difficulty locating a meter, Irish Water shall engage and work with the Customer to help identify the location of the meter. If the meter cannot be found, Irish Water must install a new meter free of charge within four weeks subject to constraints outside the control of Irish Water.

### 6.4 Meter testing

6.4.1 Irish Water will facilitate testing of water meters or conduct an appropriate alternative assessment upon request from a Customer. Upon request from a Customer to test a meter; Irish Water will conduct the test or appropriate alternative assessment within a reasonable timeframe.

6.4.2 Irish Water may impose an additional, up-front, cost-reflective, regulated charge on the Customer for this service as approved by the CRU, and must notify the Customer of this charge in advance so as to allow a

Customer to decide whether to proceed with the testing. The cost of this service will be set out in the approved Water Charges Plan.

- 6.4.3 If the meter is found to be faulty (excluding damage caused by the Customer) then Irish Water shall be obliged to refund the cost of the meter testing to the Customer and repair or replace said meter at no cost to the Customer.

## 7 Code of Practice on Customer Billing for Domestic Customers

The requirements within this Code of Practice apply to Irish Water's Domestic Customers. This Code of Practice sets out the minimum Customer service standards Irish Water must offer to its Domestic Customers in relation to billing.

### 7.1 General Customer service in relation to billing

- 7.1.1 Irish Water will ensure that the charging of Customers is:
- a) in line with legislation;
  - b) equitable across all Customers; and,
  - c) clear and easy to understand by Customers
- 7.1.2 Irish Water will apply the required Annual Allowance and appropriate Exemptions (due to medical need) to a Customer's bill where applicable.
- 7.1.3 Irish Water shall ensure that all bills, scheduled or otherwise, are calculated accurately based on (meter readings where available)<sup>1</sup>.
- 7.1.4 Irish Water shall ensure that all domestic bills are in accordance with the CRU's decision on Irish Water's Water Charges Plan.
- 7.1.5 Irish Water will endeavour to read Customer meters every three months for their water and implied wastewater usage.
- 7.1.6 Where liable for Excess Use Charges and where applicable Irish Water shall charge Customers for wastewater services based on a) a direct volume equivalent of their metered water consumption, or b) an appropriate fixed charge for unmetered Customers in accordance with the published, CRU-approved Water Charges Plan. Irish Water will ensure there is adequate explanation of the wastewater charge on the bill.
- 7.1.7 Irish Water must issue scheduled bills to Customers no later than six weeks after meter reads were finalised. Every effort should be made for a

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<sup>1</sup> Background information on Excess Use Charges can be found at:  
<https://www.water.ie/conservation/household-conservation/>

prompt revised bill in the event of meter reading affecting the outcome of arrears or proposed reduction.

- 7.1.8 Where Irish Water becomes aware of an unexpected delay in billing of a Customer, Irish Water will contact the Customer where reasonably practicable to notify the Customer of the late billing.
- 7.1.9 Where Irish Water offers electronic billing to Customers, a Customer may opt into this type of billing format.
- 7.1.10 Where a Customer wishes to switch back to paper billing this will be facilitated through a simple process at no cost to the Customer.
- 7.1.11 Where an error is discovered in relation to the billing applied to a Customer or the meter readings or meter number associated with a Customer, Irish Water will determine whether the Customer has been in effect over or under paying for the water and/or wastewater services supplied, or indeed if the Customer was in fact liable for a charge. .
- 7.1.12 Where the Customer has overpaid, and unless any law limits, restricts or prevents Irish Water from doing so, Irish Water will refund the amount overpaid by the Customer.
- 7.1.13 For the avoidance of doubt, where a Customer has consistently been in arrears with their bill payments and has not engaged with Irish Water in efforts to establish an appropriate payment plan, they will not be eligible for such protection from charging errors.
- 7.1.14 A significant increase in a Customer's metered consumption may indicate Customer-side leakage. If Irish Water finds that a meter reading shows an unusual and significant increase, Irish Water will alert the Customer to this via an appropriate communication channel. It is the Customer's responsibility to check for and repair leaks on the Customer's side.
- 7.1.15 Where a Customer is requesting to change the categorisation of a premises from a non-domestic premises to a domestic premises or a mixed-use premises or vice versa, for the purposes of determining

charging liability<sup>2</sup>, the Customer must contact Irish Water and apply through Irish Water, and such an application will be subject to Irish Water's approval.

## 7.2 Information on the bill

- 7.2.1 The bill must be clear, simple and easy to understand for Customers.
- 7.2.2 Irish Water must ensure that the information provided to Customers on their bill is complete, accurate, transparent and not misleading.
- 7.2.3 The following information must be placed on the front page of the bill in a manner that allows the Customer to find it easily:
- a) Customer's account number and Customer's name;
  - b) Customer's address;
  - c) Premises/supply address if different from Customer's address;
  - d) Water Meter Number and Water Point of Reference Number (WPRN);
  - e) Summary of charges;
  - f) Billing period covered.

Other information required on the bill:

- a) Irish Water's emergency reporting contact number;
- b) Irish Water's general enquiries contact number, contact email & contact details for Customer queries;
- c) Stipulate whether a meter is installed or not;
- d) Customer type;
- e) For unmetered Customers, an explanation of the charges;

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<sup>2</sup> Please see the approved Irish Water's Water Charges Plan for more information.

- f) Meter readings, upon which the bill is based including an indication as to whether the readings are either: i) an actual reading by Irish Water; ii) an estimate or iii) a reading submitted by a Customer;
- g) Clear breakdown of charges, water consumption and/or wastewater release unit data; including any applicable discounts, household allowances and exemptions. For those Customers who are metered but capped at the appropriate charge , the information on the bill will allow a Customer to easily understand their capped charge and their metered charge for a particular billing period, in line with the CRU's decision on Irish Water's Water Charges Plan;
- h) Clear breakdown of any separate works, such as connection works, connection repair, meter testing where these are being applied to the Customer as separate charges;
- i) Irish Water shall state historical consumption/wastewater release data for the previous 12 months (where data is available). This should include concise outline of units consumed and may also contain information on wastewater units calculated, unit price and discounts/household allowances provided;
- j) A list of payment options;
- k) The Customer's water zone, if requested by the customer;
- l) The date upon which payment is due;
- m) How Customers can register a complaint.

## **7.3 Presentation of Information on Charges**

7.3.1 Regarding presentation of information on charges, Irish Water must:

- a) Display all charges on its website;
- b) Display information on any applicable charges ;

- c) Ensure Customers who enquire about charges by telephone are given details on the charges applicable to them;
- d) Display charges on a per unit basis.

## 7.4 Payment Options

7.4.1 Irish Water must provide a choice of payment methods which must at a minimum include the following categories:

- a) Electronic Funds Transfer;
- b) Postal;
- c) Over the counter (for example: Pay point, Post Office);

7.4.2 Where a customer is paying by direct debit then the account holder must be notified in line with the Single European Payment Area (SEPA) standards for notification of direct debits.

7.4.3 Irish Water should include details in its Code of any standard budgeting/payment arrangements that Customers may avail of, for example, level/budget payment plans that allow the spreading of costs over a defined time period.

7.4.4 Where a Customer requests a change to their payment method Irish Water shall facilitate this within five working days.

## 7.5 Communication of Charges to Customers

7.5.1 Irish Water will notify Customers of the charges that apply to them in line with Irish Water's Water Charges Plan.

7.5.2 Changes in charges will be clearly indicated to Customers with at least 30 days' notice in advance of the change being implemented. The change in charges will also be stated on the bill and the method of application will be explained on the bill or in an accompanying insert (this may be an electronic notice where a Customer has chosen this method of billing).

7.5.3 Where Irish Water uses a method of prorating bills at a charge change, this will be indicated on the bill and the methodology explained on the bill or in an accompanying insert (this may be an electronic notice where a Customer has chosen this method of billing).

## 7.6 Closing Account and Issuing Final Bill

7.6.1 The Billing Code should set out clearly Irish Water's requirements for closing accounts. This should include the steps the Customer must take in order to close their account and any liability they may have in the event that they do not close their account correctly.

7.6.2 Irish Water will, upon request from a Customer to close an account, offer the Customer the following closing read options:

- a) an estimated read generated by Irish Water at no charge to the Customer;
- b) the Customer can provide a self-read; or
- c) Irish Water can take a closing read, for which a cost reflective charge may apply.

7.6.3 Irish Water will endeavour to conduct such a read within five working days of the request from the Customer.

7.6.4 Irish Water may not keep a Customer account open and bill the Customer indefinitely for continued consumption where the Customer has made contact to close their account and has accepted an estimated read, provided a self-read or requested a specific Irish Water read.

7.6.5 If none of the options outlined in requirement 7.6.2 have been accepted by the Customer Irish Water should put in place a process for addressing this. This process shall include engaging with the Customer until a satisfactory outcome is reached before closing the account.

7.6.6 Irish Water may not keep a Customer's account open, apart from when there is a requirement to collect an outstanding balance, and in circumstances where a final read has not been accepted by a Customer, but must ensure this account is not linked to a premises where a new occupant or Customer is registered.

## 7.7 Arrears & arrangements for identifying and dealing with Customers in financial difficulty

- 7.7.1 Irish Water is required to include in its Code of Practice on Billing a section outlining Irish Water's procedures for dealing with Customers having difficulty paying their bill and the options available for these Customers.
- 7.7.2 Irish Water shall be proactive in engaging early with Customers who are having payment difficulties to establish appropriate payment plans.
- 7.7.3 Irish Water will advise Customers to contact them at an early stage if they are having difficulty making payment on their bill.
- 7.7.4 Irish Water will endeavour to ensure that Customers with repayment difficulties who contact Irish Water will be made to feel that their case will be heard sympathetically and that offers of repayment will be carefully considered.
- 7.7.5 Irish Water should ensure that staff handling arrears cases have received sufficient training and are able to identify and support vulnerable Customers.
- 7.7.6 Irish Water must direct Customers to a copy of Code of Practice on Billing at an early stage during the follow-up action for non-payment of an account or for failure to keep to an agreed payment arrangement.
- 7.7.7 Customers must be facilitated if they wish to nominate a third party to represent them.
- 7.7.8 Where circumstances warrant it, Irish Water should be proactive in recommending the Customers seek guidance to relevant third party representative.

## 7.8 Payment Plans

- 7.8.1 A payment plan, whereby a staged repayment of the account arrears is agreed between a Customer and Irish Water, is a method of assisting Customers who are experiencing financial difficulties in paying their bills. Irish Water is required to assist Customers in genuine financial difficulty in making a payment plan and, where appropriate and where consent is given

by the Customer, engage with a money advisor acting on behalf of the Customer.

- 7.8.2 Irish Water must take account of the individual Customer's ability to pay when agreeing any repayment arrangement and confirm with the Customer that arrangements are manageable.
- 7.8.3 Where a payment plan has been entered into with the Customer and where requested by the Customer, Irish Water must write to the customer to inform them of the details of the payment plan, including a clear explanation of the new payment arrangement and any associated terms. Irish Water must keep appropriate records on file to demonstrate direct engagement with the Customer.

## 7.9 Dealing with premises with no named Customer

- 7.9.1 Irish Water's Code of Practice should include a separate section setting out clearly Irish Water's way of handling premises where there is no named Customer and clearly identify potential liability for water and/or wastewater charges as regards the owner or occupier of such premises.
- 7.9.2 Where it arises that a premises has had a Customer close an account and no new Customer Account was set up with Irish Water at that premises Irish Water must clearly identify the occupiers to which potential liability for water and/or wastewater charges is transferred.
- 7.9.3 Where Irish Water is supplying a premises and the existing Customer has closed their account, Irish Water must write to notify the occupier that they are now potentially liable for water charges, until such time as a new occupant registers with Irish Water.
- 7.9.4 Where applicable, Irish Water may work with relevant agencies in identifying ownership of premises receiving Irish Water services (water supply and/or wastewater services).
- 7.9.5 Where applicable, Irish Water will contact the ultimate premises owner at an alternative known address.

## 7.10 Credit on a Customer's bill

7.10.1 Where a Customer has a credit on their account which exceeds €15, a Customer may request that Irish Water refund this credit to them. Irish Water shall offer a range of payment options to the Customer for the payment of the credit, which must be refunded to the Customer within 15 working days of the Customer request.

## 7.11 Monitoring of billing issues and reporting to CRU

7.11.1 Irish Water shall monitor and collate data on, but not limited to, Customers who are in arrears and Customers who are on payment plans. Irish Water shall be required to report data to the CRU, as directed. The CRU shall engage with and issue directions to Irish Water on the exact details to be included in such reports and the frequency that the reports shall be supplied.

7.11.2 The CRU will use this information to inform its Customer protection activity and economic regulation of Irish Water. The CRU may also, from time to time, amend the specific reporting requirements that must be provided by Irish Water.

## 8 Code of Practice on Vulnerable Domestic Customers

A vulnerable Customer in relation to water supply is someone that is either:

- a) critically dependant – critically dependant on water for their medical needs, or
- b) someone who for reasons that may include advanced age, or physical, sensory, intellectual or mental health reasons requires additional support communicating with, or receiving services from, Irish Water.

### 8.1 General Requirements

- 8.1.1 Irish Water will adhere to any Governmental Policy Direction in respect of a range of specific medical conditions, to be set out by the Minister for Housing, Planning and Local Government, and incorporate these into the Code of Practice, as appropriate.
- 8.1.2 Irish Water must establish and maintain a register of vulnerable Customers, and a Customer included in this register will be categorised under the two definitions outlined above. Therefore, Irish Water must establish and maintain a “Priority Services” register for Customers who are registered as critically dependent and a “Special Services” register for Customers who are registered as vulnerable.
- 8.1.3 Medical details collected by Irish Water to facilitate the maintenance of such registers shall be held in line with Data Protection Legislation.
- 8.1.4 The register should provide a clear list of the different categories under which Customers may register as vulnerable. This will help Irish Water to ascertain what additional assistance may be required in different circumstances.

## 8.2 Required provision by Irish Water for Vulnerable Customers

- 8.2.1 Irish Water shall set up a vulnerable Customer register which shall include a priority services register and a special services register and will work proactively to ensure eligible Customers are registered.
- 8.2.2 Irish Water shall work to ensure there is full public and Customer awareness of their vulnerable Customers register. This will include working collaboratively with relevant support and charitable organisations to highlight the existence of and access to the register.
- 8.2.3 Irish Water shall offer vulnerable Customers the opportunity to avail of alternative means of communication.
- 8.2.4 Irish Water shall provide vulnerable Customers with the opportunity to nominate a third party as a point of contact.

## 8.3 Required provision by Irish Water for Priority Services Customers

- 8.3.1 Irish Water may, in line with GDPR and all Data Protection legislation, require a Customer to demonstrate eligibility for inclusion on their register of priority Customers. This may include requesting medical confirmation of vulnerability.
- 8.3.2 Irish Water shall ensure that for Customers registered as critically dependant on water and/or wastewater services that the provision of safe and clean water supply is prioritised. For instances where there are planned interruptions to water supply Irish Water will contact Customers expected to be impacted directly at least 2 days in advance to highlight the anticipated duration of water interruption. Irish Water shall also make an alternative water supply available where possible for the Customer if this is requested by the Customer.
- 8.3.3 At the outset of an unplanned interruption (where the interruption is anticipated to last longer than four hours) Irish Water shall directly contact

all registered priority Customers that are expected to be impacted by the interruption to inform Customers of the interruption, and enable them to notify Irish Water of any critical needs they may have and understand how Irish Water can help.

8.3.4 Irish Water will continue to keep all registered priority Customers directly informed, as appropriate, during unplanned interruptions and provide advice as to when restoration of supply is anticipated.

8.3.5 In instances where notices that declare water unfit for human Consumption are implemented Irish Water shall contact all registered priority services Customers directly to:

- a) inform them it is not safe to drink the water and inform the Customer of any precautionary measures that should be taken;
- b) explain the reason for the notice;
- c) highlight the anticipated duration of the notices;
- d) provide regular updates on progress to rectify the issue causing substandard supply and;
- e) enable Customers to notify Irish Water of any critical water supply needs they have for Irish Water to facilitate these requirements where possible.

8.3.6 In instances where (for public health and safety reasons, or other emergency reasons) Customers are provided with alternative supply arrangements Irish Water shall contact all registered priority services Customers directly to:

- a) inform them it is not safe to drink the water and explain the reason why;
- b) inform the Customer of any other precautionary measures that should be taken;
- c) inform them where Irish Water will locate and facilitate alternative water supplies;

- d) highlight the anticipated duration of the alternative supply;
- e) provide regular updates on progress to rectify the issue causing substandard supply; and,
- f) ascertain what extra requirements they may have and facilitate these requirements where possible.
- g) Enable Customer to notify Irish Water of any critical water supply needs they may have.

## 8.4 Required provision by Irish Water for special services Customers

8.4.1 Irish Water will provide the opportunity for Customers who require additional support on a number of issues to register so that wherever possible Irish Water can adapt the services and communications provided to those Customers to cater for those Customer's needs. Additional support should be provided to Customers who register as:

- a) Needing special assistance in accessing alternative water supplies due to mobility restrictions.
- b) Needing specific communication assistance due to visual impairment, hearing loss or intellectual disability.
- c) Wishing to register a nominated account contact to be contacted in all cases of direct communication with the Customer, for example; billing, account and arrears queries, interruptions – unplanned and planned.

8.4.2 Irish Water should ensure that during unplanned interruptions to water supply that are anticipated to last for greater than 12 hours and where alternative supply is arranged that Customers who have registered as needing special assistance in accessing alternative water supplies, needing specific communication assistance, or with a nominated contact that they (and in the case of Customers with nominated contacts, that the nominated contact) are contacted directly and are given a chance to tell

Irish Water whether they require assistance to access alternative supplies. Irish Water will provide whatever assistance is possible and shall do so free of charge in as efficient a manner as possible.

- 8.4.3 Similarly, Irish Water shall ensure that in instances where notices that declare water unfit for human consumption and alternative supply arrangements are in place that the same sets of Customers (as in 8.4.2) are contacted directly and are given an opportunity to tell Irish Water whether they require assistance to access alternative supplies. Irish Water will provide whatever assistance is possible and shall do so free of charge in as efficient a manner as possible.

## 8.5 Customers with specific communication requirements

- 8.5.1 Irish Water is required to put in place alternative communication formats for Customers who have specific requirements not catered for within Universal Design.
- 8.5.2 Irish Water is required to develop standard methods of communicating with Customers with visual impairments. Those methods must include the following (unless Irish Water can demonstrate that it would be prohibitively expensive): Braille bills, talking bills, phone calls, electronic services including, e-billing and internet based information or other services in a format compatible with assistive reading technology.
- 8.5.3 Irish Water is required to develop standard communication methods for Customers with hearing loss. This could include the provision of an SMS based service for registered Customers.
- 8.5.4 Irish Water Customer Care staff must be able to communicate with customers through a range of different methods that Irish Water developed under requirement 8.5.2 and 8.5.3,
- 8.5.5 The following is the list of communications to be provided, as a minimum, in non-standard format for customers with specific communication requirements:
- a) Domestic Customer Terms & Conditions;

- b) Customer Charter;
- c) Customer Codes of Practice;
- d) Domestic Charges Information;
- e) Personalised Household Customer Communications (As approved by the CRU);
- f) Planned and unplanned interruption notification;
- g) Any letter to a Customer informing them of a change in services or charges;
- h) Any insert to Customers that has been required by the CRU.

## 8.6 Third Party Representation

- 8.6.1 Irish Water is required to provide a simple method for Customers to register a third-party representative on their account where necessary.

## 8.7 Reporting on Vulnerable Customers

- 8.7.1 Irish Water shall report on the number of Vulnerable Customers it has on its registers and detail the actions it has taken to support such Customers, as directed by the CRU including detail on actions taken under 8.2.2.
- 8.7.2 The CRU shall engage with and issue directions to Irish Water on the exact details to be included in such reports and the frequency that the reports shall be supplied.
- 8.7.3 From time to time the CRU may amend the content and detail that Irish Water must report on in relation to vulnerable Customers as well as the frequency of this reporting.

## **9 Code of Practice on Network Operations for Domestic Customers**

### **9.1 Information Provision on Water and/or Wastewater Connections**

9.1.1 Irish Water shall have a Code of Practice that covers how Customers can access information on connecting to the network and the levels of service that Customers can expect from Irish Water regarding their connections to the wider networks. In this context ‘connections’ refer to the water and wastewater network assets of Irish Water.

### **9.2 Operation and maintenance responsibility of pipework**

9.2.1 Irish Water is obliged to make available on its website clear and concise guidance on the split in ownership between Irish Water assets and a typical domestic Customer, including diagrammatic representation.

9.2.2 Irish Water will engage with a Customer requesting clarification of pipework ownership at specific premises within three working days of receiving the request and provide an answer within a reasonable timeframe.

9.2.3 Where a Customer has notified Irish Water of a fault on an Irish Water’s asset Irish Water is obliged to respond to the Customer within two working days and give an outline of Irish Water’s planned action in relation to the fault.

### **9.3 Planned network interruptions affecting Customers**

9.3.1 Irish Water shall endeavour to restore supply to the affected Customers within 24 hours of supply cut off, or as advised in planned works notification. Irish Water must meet all legal obligations with respect to providing alternative supplies to Customers.

## 9.4 Unplanned network interruptions affecting Customers

- 9.4.1 Irish Water must inform Customers through its website of any processes that Irish Water has in place and that Irish Water deems reasonable, to protect customers during emergency events.
- 9.4.2 Where Customers are affected by unplanned water supply interruptions Irish Water will endeavour to restore supply within 12 hours. For large water main issues Irish Water will endeavour to return supply within 24 hours. Irish Water must meet all legal obligations with respect to providing alternative supplies to Customers.

## 9.5 Customer asset flooding

- 9.5.1 Where a building or wider premises is affected by flooding (either water or wastewater) which Irish Water reasonably assumes comes directly from an Irish Water asset, Irish Water will attend the premises affected within four hours of the notification and attempt to stop the flooding.
- 9.5.2 Where it can be proven that an Irish Water asset had failed and caused damage to a premises then Irish Water shall be obliged to engage with the Customer to agree how to resolve or ameliorate the damage.
- 9.5.3 Exceptions to requirement 9.5.1 & 9.5.2 exist in the case where the failure of assets is due to extreme or severe weather events which cause reasonable design capacity of Irish Water assets to be exceeded.

## 9.6 Water pressure

- 9.6.1 Where a Customer experiences reduced water pressure the Customer can request an investigation into reduced pressure. Irish Water shall supply information as to the likely cause of the pressure reduction or confirm with the Customer within five working days that Irish Water will investigate the cause of the pressure reduction in a timely manner, subject to operational capacity.

- 9.6.2 If after an investigation outlined in requirement 9.6.1, the cause of the reduced pressure is likely to be as a result of leak on the Customer's assets Irish Water will highlight this to the Customer.
- 9.6.3 Where a Customer is suffering reduced pressure as a result of Irish Water activity or Irish Water's assets, Irish Water will give advice within ten working days as to how they intend to rectify the situation (where possible).

## 9.7 Out of hours service

- 9.7.1 Irish Water shall provide through a range of communication channels, how Customers can report emergency situations. This must include a contact number that is available to Customers 24 hours a day.

# 10 Code of Practice on Complaint Handling for Domestic Customers

## 10.1 Definition of a complaint

A complaint is defined as:

- The expression (through various possible channels, for example, letter, email, phone call, physical claim) of a Customer's dissatisfaction and their explicit expectation for a response or resolution.

The term "Explicit" denotes that the Customer state they are seeking some action to address their concern, even if they are not able to identify and state what action is required.

For clarity a Customer in this context is defined as any person that wishes to complain to or about Irish Water.

Please note that in this Code, the CRU requires Irish Water to take Customer's complaints through a two-stage process before it can refer a Customer to the CRU, i.e. stage one – initial stage and stage two – an escalation stage. The minimum requirements within each stage are set out in Section 10.2 below.

## 10.2 General obligations in Complaint Handling

- 10.2.1 Irish Water is required to provide a clear and easy process for Customers/potential Customers to use when they are experiencing difficulties with their water and/or wastewater service supply and wish to make a complaint to Irish Water about any matter relating to the provision of domestic water and/or wastewater services.
- 10.2.2 The Code of Practice on Complaint Handling must set out Irish Water's complaints handling process and commitments in a step by step, easy to follow process.
- 10.2.3 Irish Water is required to attempt to resolve all relevant complaints as soon as possible in-house before referring the complaint to the CRU.

Irish Water is required to accept complaints from recognised agencies or third parties who are confirmed as acting on behalf of the Customer.

10.2.4 Irish Water is required to refer all Customers to its Code of Practice on Complaint Handling and to send it to them where requested in an accessible format.

10.2.5 The Code, as a minimum, should include the following information:

### **General Information**

- a) An undertaking to provide the Customer with a satisfactory explanation of their issue, an apology or some form of redress as appropriate depending on the circumstances and outcome of the complaint.
- b) Timescales for each stage of complaint handling and investigation with clear commitments to response times and details of any company standards and payments for failure to respond within the set time.
- c) The arrangements for making Charter Payments (where applicable) to Customers, including details of when such payments may be due and the time limit in which the Customer should receive payment.
- d) The Code should include a commitment to making payment to the Customer within 30 working days, where payment is due to the Customer.
- e) Details of the roles of the CRU and the EPA in relation to complaints and contact details.
- f) This Code may include different complaint handling procedures for different Customer categories.

## **Stage 1 – Irish Water Initial Complaints Process**

Where a Customer makes an initial complaint, the Code must include, at a minimum, the following commitments:

- g) Details of how to contact Irish Water to make a complaint. At a minimum a Customer should be able to initiate their complaint by post, by email and over the phone.
- h) the Stage 1 complaints process will lead to a response to the complaint in five working days of the complaint being lodged with Irish Water. This response should set out either a resolution or an outline plan of the time and specific case-related steps required to achieve a resolution, under normal conditions.
- i) If a complaint remains open 10 working days after it was lodged, Irish Water must contact the Customer with an update on the complaint.
- j) If a visit is required to resolve or investigate a complaint Irish Water will arrange a visit within a reasonable timeframe.
- k) In all cases, Stage 1 of Irish Water's complaints process should lead to a decision which must provide an answer to the query. The decision is to be issued to the Customer within two months of the complaint being lodged with Irish Water, except in cases where the Customer is not engaging with Irish Water.
- l) An outline of Irish Water's complaint escalation (Stage 2 – below) that can be followed by the Customer if they remain dissatisfied having completed Stage 1 in Irish Water's complaints process and wish to escalate their complaint to a more senior level where appropriate.
- m) Upon closure of a Customer's complaint, Irish Water must inform the Customer that they may escalate their complaint to Irish Water's Customer Service Manager. Irish Water must outline that complaints must be made in writing in order for them to be escalated to a more senior level within Irish Water.

## **Stage 2 – Irish Water Escalation Complaints Process**

Where a Customer's initial complaint is not resolved and requires escalation, the Code must include, at a minimum, the following commitments:

- n) Stage 2 of Irish Water's complaints process must lead to a response to the escalated complaint i.e. where a complaint does not require operational works or site visits, within 10 working days.
- o) Where an escalated complaint requires operational works or site visits, Irish Water must agree with the Customer a timeframe for Irish Water's response to the complaint, on a case-by-case basis.
- p) Guidance that outlines where a Customer has completed Irish Water's Stage 2 complaints handling process and is not satisfied with the outcome, the Customer will be informed in writing by Irish Water that their complaint has been closed and will be referred to the Code of Practice on Complaint Handling. Irish Water shall keep a record of the outcome of Stages 1 and 2 of all complaints received.
- q) For cases of complaints which have been closed as unresolved (other than those relating to water quality or pollution incidents) Irish Water will supply or direct the Customer to all Codes of Practice applicable.
- r) The Customer must receive from Irish Water written notice of closure of their complaint (by letter or email) including details of the CRU's Customer Care Team should they wish to escalate their complaint.
- s) In providing the customer with details of the procedure to escalate a complaint to the CRU, Irish Water must, at that point, make the Customer aware of the legislative requirement that the Customer must be a registered Customer of Irish Water in order for the complaint to be accepted by the CRU's dispute resolution service.

## **Escalation to the CRU on completion of Stages 1 and 2 of Irish Water's Complaints Process**

The Code, as a minimum, should include the following information:

- t) Details of how the CRU can assist in resolving complaints which Irish Water has not resolved to the Customer's satisfaction and how the CRU can be contacted. This must include the following details outlining the requirements which must be met before a complaint can be accepted by the CRU:
  - That the Customer must have communicated their complaint in writing to Irish Water;
  - That the Customer must have completed Irish Water's complaint process (both initial and escalation stages) and a final decision on the complaint has been issued by Irish Water to the Customer in writing.
  - The CRU's Customer Care Team contact details must appear at the end of the Code. as a point of reference for unresolved complaints at the end of the escalation process.

## **Water Quality Complaints**

- u) In the case of an unresolved complaint in relation to the quality of water supply, or pollution incidents then Irish Water will advise the Customer of the EPA's role in water quality complaints and provide contact details for the EPA.

## **Investigation of Non-Compliance**

- v) Where the CRU is investigating a Customer's request to investigate a case of non-compliance with a Code of Practice, Irish Water must refrain from taking follow up action in relation to any monies that are the subject of a dispute. No such action should take place prior to the CRU issuing a judgement on breach or non-compliance with a Code of Practice. This

does not mean that Irish Water cannot follow up additional monies accrued before or after the bill in dispute which remain unpaid.

### **Implementation of CRU Final Decision**

- w) When the CRU makes its final decision regarding a complaint resolution, Irish Water is required to respond within three weeks or by a date specified by the CRU in its decision (if longer than three weeks), confirming that the CRU's final decision has been implemented.

## **10.3 Monitoring of complaints and complaint resolution and reporting to CRU**

- 10.3.1 Irish Water must keep and maintain adequate records of complaints lodged with Irish Water and the actions taken by Irish Water to resolve such complaints.
- 10.3.2 Irish Water must report on the number of complaints handled by Irish Water, as directed by the CRU. To clarify, this constitutes all complaints received by Irish Water (not only those considered open/live by Irish Water) through all communication formats. The CRU will use this information to inform its economic regulation of Irish Water and will liaise with the EPA with regard to unresolved Water Quality complaints.
- 10.3.3 The CRU shall engage with and issue directions to Irish Water on the exact details to be included in such reports and the frequency that the reports shall be supplied.
- 10.3.4 From time to time the CRU may amend the content and detail that Irish Water must report on in relation to Customer complaints as well as the frequency of this reporting.

# 11 Terms and Conditions of Supply for Domestic Customers

## 11.1 General

- 11.1.1 All Terms & Conditions within Irish Water's Standard Customer Agreements for Domestic Customers must be fair, reasonable and set out in a transparent manner and written in line with Universal Design.
- 11.1.2 Irish Water must make available to all Customers its standard Terms and Conditions of supply on its website.

## 11.2 Content of Standard Terms & Conditions

- 11.2.1 The standard Terms & Conditions must include, at least:
- a) the identity, address and contact details of Irish Water;
  - b) reference to Irish Water's Customer Charters and Codes of Practice which set out the services provided and the service quality that should be expected;
  - c) clear reference to the special services and priority registers as set out in the Code of Practice for Vulnerable Customers and how to access these;
  - d) an option to register a second point of contact for all vulnerable Customers;
  - e) the means by which up-to-date information on all applicable charges may be obtained;
  - f) the conditions for amendment/variation and termination of services and of the contract;
  - g) details of any penalty clauses which may apply to the contract must be highlighted within the Terms & Conditions;

- h) the means by which the Customer will be notified of any change in Terms & Conditions of supply, including 30 days' notice in advance of those changes taking effect;
- i) the means by which the Customer will be notified of any change in charge , including 30 days' notice in advance of those changes taking effect;
- j) details of how the Customer will be billed, and the terms associated with payment of bills;
- k) any obligation on the Customer in relation to payment of account, payment method and details of any penalties or actions which may apply in the event of failure to pay;
- l) details of the pipework ownership and maintenance responsibilities of Irish Water and of an Irish Water Customer;
- m) any obligation on the Customer in terms of limiting consumption of water in relation to water conservation, environmental or public health requirements and any penalties or actions which may apply including reference to supply reduction;
- n) the method of initiating procedures for settlement of complaints including reference to Irish Water's Code of Practice on Complaint Handling;
- o) that a Customer's personal information may be transferred to a Local Authority or Irish Water Agent (in accordance with the Data Protection Act requirements) for the purpose of maintaining and operating supply to the premises;
- p) Irish Water's conditions for the termination of the contract. This section should set out clearly any steps the Customer must take in order to close their account in line with Section 7.6 of the billing Code.

## 11.3 Review Process

11.3.1 The CRU will review the Terms & Conditions to establish:

- a) That the minimum requirements set out above have been met.
- b) That the Terms & Conditions are written in Plain English to the greatest extent possible and are set out clearly and transparently so that Customers are able to read and understand what they are entering into.
- c) That any penalty clauses or obligations on the Customer in order to receive the product they are signing up to are highlighted clearly in the text, are reasonable and are easy to understand.
- d) That it is clear from the Terms & Conditions what obligations the Customer faces in relation to payment terms, Customer pipework responsibility, closure of account and substances prohibit.