

# AffinityWater

## Non-household (NHH) Leak Allowance Policy



This policy is intended to provide guidance to non-household customers on when they can expect a leak allowance from Affinity Water. This policy covers:

- Pipework Responsibility
- Reporting Leaks
- Eligibility
- Leak Allowances (how to apply, and how we calculate this)
- Disputed Leak Allowances
- Sewerage Charges

This policy **only** applies to leaks that have been identified for the first time on a meter read taken **after 1<sup>st</sup> April 2024**, any leaks identified on a meter read prior to this date will not be eligible for a leak allowance, in line with our 2023/24 policy.

We will continue to honour allowances on Affinity Water assets regardless of the time they occurred.

## Pipework Responsibility

### **We own and are responsible for:**

All the pipes and apparatus on the mains network ("mains pipes") and for repairing and replacing them when necessary. This includes the communication pipe, which connects your supply pipe to our mains pipe.

### **You own and are responsible for:**

Maintaining the supply pipe, including the plumbing and water fittings inside your property. We don't have maps showing where supply pipes are located, as we're not responsible for supply pipes. Your supply pipe is usually up to the boundary of your property, however in some circumstances, your supply pipe may cross a pathway, highway/road, or private land, and you're responsible for locating, repairing, and replacing the supply pipe when necessary.

Please refer to our [leakage information](#) for more detailed information on how we deal with leaks, the responsibility of leaks on supply pipes. There is also information on how you can check for leaks and read your meter.

Your Retailer is responsible for proactively reviewing high usage and contacting you to alert you to a possible leak.

If you suspect you have a leak because you receive a higher than normal bill or meter reading you should contact your Retailer for advice, they may be able to identify a cause of the high bills and support you in resolving this.

## Reporting Leaks

Leaks on publicly owned ground such as roads, footpaths and fields are usually our responsibility. If you've seen a leak, you can let us know by reporting a leak online [here](#).

Leaks on your pipework are your responsibility to repair and although we have no legal obligation to maintain it, we may do the following:

- Notify you as soon as we find or suspect a leak on your supply pipe`
- Provide you with written notice of our findings if your supply pipe is, or is believed to be leaking, setting out the next steps which you should follow

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- Send a copy of the written notice to your Retailer

We may carry out leak repair works on your supply pipe where you have failed to repair a leak, and we propose to enforce a repair which you're responsible (where feasible).

### Eligibility – Leaks on our pipework

You **are** eligible for a leak allowance if the leak was on Affinity Water's apparatus or pipework Affinity Water are responsible for.

These allowances are **unlimited** and will be applied to cover the full period.

### Eligibility – Leaks on your pipework

You **are** eligible for a leak allowance for a leak on your external pipework if:

- You have repaired the leak within 30 days of becoming aware\*
- You apply to your Retailer within 12 months of the repair;
- You have not already had an allowance provided for the same property\*\*.

You **are not** eligible for a leak allowance if:

- The leak is internal except where, in our opinion, you could not reasonably have known about it.
- You have been granted a leak allowance on the same property previously\*\*.
- We have previously advised you or the former occupiers of your property that the supply pipe needs replacing but this has not been carried out.
- The leak has been caused by the negligence of you, your landlord, your Retailer or a third party or for increased usage due to leaking internal fixtures and fittings or caused by vandalism.
- Where you knew, or should have known, there was a leak and failed to repair it.
- We have issued a Section 75 waste/leakage notice and you did not repair the leak in the required time frame or agree an extended timeframe due to mitigating circumstance.
- We have enforced a repair.

In instances in which you have had a leak you may wish to claim for the cost of any leaked water using a third-party insurance policy rather than applying for a leak allowance.

If any case is complex or evidence of mitigating circumstances has been provided (such as delays by Affinity Water) then we will review these on a case by case basis. It is entirely at Affinity Water's discretion whether to grant a leak allowance.

### Applying for a Leak Allowance

To apply for leak allowance you will need to contact your Retailer who will submit a request to Affinity Water. Any queries relating to our decision to decline an allowance or query our calculations must also be directed to your Retailer and not raised with Affinity Water directly.

You must supply your Retailer with a completed leak allowance form as soon as possible and provide supporting information evidencing that the leak has been repaired, this includes:

- A copy of the repair bill confirming the date of repair and/or

Provide at least two actual reads after the repair, at least two weeks apart showing that consumption is back to normal (preferably evidenced by photo).

- Confirmation of the leak location with a sketch or supporting photos
- Any additional information to substantiate your claim.

## Calculation of a Leak Allowance

Where we agree to provide an allowance, your charges will be re-assessed based on normal consumption, usually a similar calendar period from the previous year. If you believe the usage following a leak repair is different to the previous year's use, an explanation of why this is the case should be submitted as part of your claim to your Retailer.

We reserve the right to use an alternative period for the purposes of calculating a leak allowance if we do not consider a previous calendar period a representative period.

Where there is no record of previous consumption, we may undertake check readings following the repair to ascertain the correct calculation to apply.

Where your claim is submitted for a period that covers multiple Retailers (i.e. you transferred from Retailer A to Retailer B during the period of the leak) we will apply any allowance against the full period it covers and the allowances should be passed on to you by both Retailers within 21 days of being processed by us.

We will provide our calculations and justifications to your current Retailer, who will explain this to you if requested.

An allowance will be granted for a maximum period of 12 months from the date of the repair.

## Disputed Leak Allowances

If you dispute the allowance provided, please liaise with your Retailer who will be able to follow a defined escalation process with us. We will not accept direct applications.

## Sewerage Charges

When we make an adjustment to the metered charges for your water supply, we will also contact the sewerage wholesaler (Thames Water, Anglian Water or Southern Water) advising them of this and ask them to review if an application is due, if they agree they will apply an allowance to the sewerage charges.

You can still apply for a leak allowance on your sewerage charges separately, this includes if a water allowance is not granted by us. Please consult with your Retailer who will advise you accordingly on the relevant policies of that Wholesaler on how to make your claim.

For further information on leak allowances in the non-household market across all wholesaler regions please refer to the [RWG Leak Allowances Customer Guidance](#) document.

\* You are deemed as becoming aware of the leak when you are informed of the leak by your Retailer or by us (this includes receiving a higher than average bill). If your Retailer has failed to inform you of the higher reading/bill we would expect this to be addressed directly with your Retailer, unless it is proved that the meter has not been read due to the failure of Affinity Water.

\*\* Any further requests would be assessed by us on a case by case basis. You would have to demonstrate good practice and show improvements made to infrastructure to substantiate an additional claim.