



# DAMAGE TO YOUR PROPERTY

FROM TIME TO TIME CUSTOMERS MAY BE INCONVENIENCED BY UNFORESEEN EVENTS RELATING TO HUNTER WATER'S ASSETS WHERE A WATER MAIN BREAK OR WASTEWATER OVERFLOW HAS OCCURRED



Hunter Water's responsibilities to the community are determined by the Independent Pricing and Regulatory Tribunal and set out in the Customer Contact and the Operating Licence.

#### **Hunter Water's responsibilities in the event of an unforeseen asset failure are as follows:**

- Upon notification of a suspected asset failure Hunter Water will attend to the incident and undertake repairs and/or maintenance works to our assets as soon as practicable
- Hunter Water will assist with a clean-up of external areas such as lawns and gardens impacted as a result of the incident.
- Any emergency assistance will be assessed on a case by case basis.

#### **Information for Customers in the event of an unforeseen asset failure is as follows:**

- Property owners and/or tenants are responsible for choosing the appropriate level of insurance cover for protection of personal assets.
- You should contact your insurer immediately should you experience property damage or loss as a result of a water main break or wastewater overflow. Your insurer is able to offer practical advice and assistance.

- If you are a tenant, notify your property manager / landlord and contact your insurance company in the instance of damage to contents
- Hunter Water does not compensate for loss of time or loss of business as a result of a water main break, wastewater overflow or maintenance interruption.
- Contact Hunter Water should you require any further information relating to expected time frames for assistance with a clean-up of external areas such as lawns and gardens.

Overleaf is a summary of Clause 16 of the Customer Contract, 'Redress'. This explains your rights and responsibilities in more detail. For the full Customer Contract and Hunter Water's Operating Licence, visit [www.hunterwater.com.au](http://www.hunterwater.com.au)

#### **Do you require further information?**

Contact us:

Hunter Water  
 ABN 46 228513 446  
 Website: [www.hunterwater.com.au](http://www.hunterwater.com.au)  
 Email: [enquiries@hunterwater.com.au](mailto:enquiries@hunterwater.com.au)  
 Enquiries: 1300 657 657  
 Emergencies: 1300 657 000

## **CLAUSE 16 – HUNTER WATER CUSTOMER CONTRACT REDRESS (SUMMARY)**

Notification, Rebates, Claim for Damages due to service interruptions or failures.

### **16 Redress**

#### **16.1 Notifications**

If you believe we have failed to comply with this Customer Contract or our activities have resulted in inconvenience, damage or loss to you or your property we will investigate the matter and provide you with a response. That response will include:

- Whether you are entitled to a rebate or other redress options available under this clause;
- The options available to rectify your problem; and
- The availability of compensation under clause 16.4.

#### **16.2 Rebates**

If eligible, we will provide a rebate for an occurrence of the following:

- Unplanned service interruptions
- Planned service interruptions
- Low water pressure
- Wastewater overflows
- Dirty Water
- Boil Water Alert

#### **16.3 Forms of redress**

In addition to our obligation to apply a rebate under clause 16.2, we may provide one or more of the following forms of redress:

- Reinstatement
- Repair
- Rectification
- Construction of works
- Providing alternative supplies or water

- Emergency accommodation
- Payment for damages as set out in clause 16.4.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 17.1.2 as if your request were a complaint.

#### **16.4 Claim for damages**

In the event of physical loss or damage to you or your property as a result of our failure to comply with this Customer Contract, the Operating Licence or the Act, we may compensate you for any loss suffered, following our investigation of the matter.

However, you should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

If you make a claim for damages you must specify the nature of the problem and the type of compensation sought. We will require relevant documentation and evidence in support of your claim for damages as part of our consideration of your claim.

We will use reasonable endeavours to acknowledge receipt of your claim within 5 business days including the provision of a case identification number that will assist you with tracking your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regards to your claim.

Within the time indicated, you will be provided with a written assessment of your claim outlining the reasons for the decision and whether any compensation will be paid.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 17.2 or you may seek an external review under clause 17.4.

**For a full copy of our Customer Contract visit [www.hunterwater.com.au](http://www.hunterwater.com.au)**