

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1695

Date of Decision: 14 February 2020

Complaint

The customer indicates that a member of her household turned on a tap during an unscheduled water service disruption (due to a burst main emergency nearby) but neglected to turn it off. When the water service was restored, as the tap had been left on, the customer's property flooded and caused damage. The customer confirms that the damage was repaired through her insurance cover but the issue caused inconvenience and stress (which subsequently ruined her enjoyment of a family holiday). The company did not accept liability for the water damage explaining that this was caused by a member of the customer's household neglecting to turn a water tap off during a water disruption. However, it did accept that there were customer service weaknesses on its part during the handling of this issue. As such, it provided the customer with £150.00 in recognition of these shortcomings. It does not accept any further liability to the customer. The customer remains displeased with this situation and is now seeking £2500.00 for stress/anxiety/inconvenience and £3000.00 for her family holiday.

Defence

The company confirms that a member of the customer's household turned on a tap during a water service disruption and neglected to turn it off. When the water service was restored the property flooded and damage was caused. Whilst it understands the stress caused by this issue, the company has explained that the actual cause of the flooding and damage at the property was due to the tap being left on by a member of the customer's household. Therefore, the company cannot accept liability for this. Nevertheless, the company confirms that it has fully reviewed the matter and accepts that there have been instances of its customer service falling short of a reasonable standard. Accordingly, it has provided the customer compensation in the sum of £150.00 in recognition of these issues. The company states that this was fair and reasonable. The company states that, in light of all the above, it does not accept any further liability for the customer's claims for redress.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

Findings

Based on the evidence provided, I am not objectively satisfied that the company is liable for the damage caused to the customer's property as a result of a member of her household neglecting to turn off a water tap during a water service disruption. I accept that there were customer service failings on the part of the company during the course of this matter. However, I find that the company's remedial actions in response to these issues were fair and reasonable.

Outcome

The company does not need to take any further action.

The customer must reply by 13 March 2020 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1695

Date of Decision: 14 February 2020

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- A member of her household turned on a tap during an unscheduled water service disruption but neglected to turn it off.
- When the water service was restored, as the tap had been left on, the property flooded and caused damage.
- The customer confirms that the damage was repaired through her insurance cover but the issue caused inconvenience and stress (which subsequently ruined her enjoyment of a family holiday). She is therefore seeking financial compensation from the company.
- The company did not accept liability for the water damage explaining that this was caused by a member of the customer's household neglecting to turn a water tap off during a water disruption. However, it did accept that there were customer service failings during its handling of this issue. As such, it provided the customer with £150.00 in recognition of these shortcomings. It does not accept any further liability to the customer.
- The customer referred the issue to CCWater (Consumer Council for Water); however, it was unable to resolve the issue to the customer's satisfaction.
- The customer is now seeking £2500.00 for stress/anxiety/inconvenience and £3000.00 for her family holiday.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

The company's response is that:

- The company confirms that a member of the customer's household turned on a tap during a water service disruption and neglected to turn it off. When the water service was restored the property flooded and damage was caused.
- The company acknowledges that the customer is seeking £2500.00 for stress/anxiety/inconvenience and £3000.00 for the cost of her family holiday which she was unable to fully enjoy.
- Whilst it understands the stress caused by this issue, the company has explained that the actual cause of the flooding and damage at the property was due to the tap being left on by a member of the customer's household. Therefore, the company cannot accept liability for this.
- Nevertheless, the company confirms that it has fully reviewed the matter and accepts that there have been instances of its customer service falling short of a reasonable standard. Accordingly, it has provided the customer compensation in the sum of £150.00 in recognition of these issues. The company states that this was fair and reasonable.
- The company states that, in light of all the above, it does not accept any further liability for the customer's claims for redress.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

I have carefully considered all of the evidence provided. If I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

How was this decision reached?

1. The main aspect of this dispute lies with the customer's belief that she should be entitled to a payment of £2500.00 for stress/anxiety/inconvenience and £3000.00 for the cost of her family holiday (which she was unable to fully enjoy) as a result of experiencing flooding damage at her property caused by a member of her household leaving a tap on during an unscheduled water service disruption. The customer explains that, when the water service was restored, the tap that was left on caused flooding and damage to her property. The customer therefore holds the company responsible for this issue.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. Following a close review of all the submissions from the respective parties, I am only able to objectively conclude that the causal origin of the flooding/damage at the customer's property was due to a tap being left on (during a water service disruption) by a member of the customer's household. Accordingly, I am unable to impartially conclude that this amounts to a failure on the part of the company to provide its services to the standard to be reasonably expected. For the avoidance of doubt, I am not satisfied that the company is under any obligation (contractually or otherwise) to attend all properties within a (non-scheduled) water disrupted area and ensure that all taps in those households are turned off before restoring the water supply.
4. Whilst I fully appreciate the customer's frustration in relation to this issue, under the circumstances, I have no other option but to conclude the company has appropriately maintained the position that it is not obliged to pay the customer £2500.00 for stress/anxiety/inconvenience and £3000.00 for the cost of her family holiday. Accordingly, I am not satisfied that the company's position in relation to this issue amount to a failure to provide its services to the standard to be reasonably expected by the average person.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

5. Notwithstanding the above, I note the company has accepted that there were instances of customer service shortcomings (such as failure to return calls) during its handling of this matter. I am therefore satisfied that the company had failed to provide its services to the standard to be reasonably expected by the average person. However, taking note of the remedial actions already taken by the company in connection with this issue (in particular, the company's provision of compensation in the total sum of £150.00), I am satisfied that the company has acted in a fair and reasonable manner. Consequently, under the circumstances, I do not find that any further remedial action is warranted in connection with this matter.
6. Following careful review of all the information provided, I am not satisfied that there are any unresolved failures on the part of the company at this time. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 13 March 2020 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.