

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1042

Date of Decision: 11 December 2018

Complaint

The customer's complaint is that he believes his swimming pool may have been contaminated following the company carrying out water main works. The customer states that the company assured him that its water main works would not affect his water supply. Nonetheless, it investigated the issue and found no contamination in its water supply. The customer claimed £2257.84 from the company to decontaminate his swimming pool. A loss adjuster investigated the claim and concluded that the contamination was not caused by the company. Therefore, the customer's claim was rejected. The customer is not satisfied with this outcome and is therefore seeking an apology, for the company to reconsider his claim and to provide him with £2257.84.

Defence

The company confirms it advised the customer that its planned water main works in 2016 would not affect his property because they were being carried out in a different area. In April 2017, the customer contacted the company to advise that his swimming pool was cloudy. A water inspector attended the property to investigate the issue. Water samples taken from the taps were found to be of satisfactory quality. To assist the customer further, the company carried out a water regulations inspection to determine whether there may be any internal plumbing issues affecting the swimming pool. It was discovered that two of the water storage tanks (one of which directly feeds the pool) were found to be in poor condition and required maintenance. It was explained that this was likely to be a contributory factor to the condition of the pool water. Furthermore, the customer was still using bromine as a disinfectant (despite being previously advised to switch to chlorine). In any event, whilst it did not accept any liability, the company offered the customer a payment of £200.00 as a gesture of goodwill (to help with refilling the pool). The customer declined this offer. The company states that there are many other homes with swimming pools in the customer's area but none have reported the same water issues with their pools. Consequently, the company states that it has assisted the customer appropriately and does not accept that it is liable to provide him with the redress claimed.

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Findings

I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. I find that the evidence available shows that the company has appropriately addressed the concerns raised by the customer. Based on the submissions provided, I am not satisfied that the customer's swimming pool water quality issues were caused by the company's water provision. Therefore, the customer's claims for redress do not succeed.

Outcome

The company does not need to take any further action.

The customer must reply by 11 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 11 December 2018

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- He has a swimming pool and believes that it was contaminated following the company carrying out works on its water mains in 2016.
- The customer asserts that he previously had issues with his swimming pool water quality in 1997 and the company provided him with compensation.
- The customer states that the company assured him that its 2016 water main works would not affect the customer's water supply. Nonetheless, the company investigated the issue and concluded that its water provision was not the cause of the customer's swimming pool water quality issues.
- The customer claimed £2257.84 from the company to decontaminate his swimming pool.
- A loss adjuster reviewed the issue and concluded that the contamination was not caused by the company but by the customer's own internal plumbing. Therefore, the customer's claim was rejected.
- The customer is not satisfied with this outcome and believes that the company should reconsider his claim.
- The customer is therefore seeking an apology, for the company to reconsider his claim and to provide him with £2257.84.

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The company's response is that:

- The company does not accept any liability to the customer.
- The company explains that in 1997, the customer reported a discoloration of the water in his swimming pool. The company investigated this issue, took samples and found no issues with the water quality. However, it was discovered that the pool was being under-dosed with bromine disinfectant. This was thought to be the actual cause of the discolouration and the customer was advised to switch to chlorine.
- Accordingly, there was no actual evidence that the company was responsible for the issues with the customer's swimming pool in 1997. However, as a gesture of goodwill, the company did provide a payment to the customer.
- The company confirms it advised the customer that the planned mains work in 2016 would not affect his property because they were being carried out in a different area.
- In April 2017, the customer contacted the company to advise that his swimming pool was cloudy. A water inspector attended the property to investigate the issue. Water samples taken from the taps were found to be of satisfactory quality.
- To assist the customer further, the company carried out a water regulations inspection to determine whether there may be any internal plumbing issues affecting the swimming pool. It was discovered that two of the water storage tanks (one of which directly feeds the pool) were found to be in poor condition and required maintenance. It was explained that this was likely to be a contributory factor to the condition of the pool water.
- The customer raised further complaints about his swimming pool and the company reassured him that the water mains work (carried out on a water main in a different area) would not affect his swimming pool. Furthermore, as the customer was still using bromine as a disinfectant, the company again recommended that he switch to chlorine. In any event, whilst it did not accept any liability, the company offered the customer a payment of £200.00 as a gesture of goodwill (to help with refilling the pool). The customer declined this offer.
- The company states that it is not its procedure to take water samples from anything other than an incoming water supply (for which it is responsible).
- Furthermore, it confirms that the customer's pool is directly fed by an internal cold water cistern; therefore, any internal plumbing issues may impact the swimming pool.
- The company states that there are many other homes with swimming pools in the customer's area but none have reported the same water issues with their pools.

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- In conclusion, the company states that it has gone beyond its obligations to assist the customer. It does not accept that it has failed to provide its services to the standard to be reasonably expected and does not accept that it is liable to provide the customer with the redress claimed.

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.

How was this decision reached?

1. 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.
2. The customer's complaint is that he believes his swimming pool water may have been contaminated as a result of the company's water main works in 2016. The company advised the customer (before and after the works) that its water main works took place in a different area and would not affect the customer's water supply. Nonetheless, the company investigated the issue and confirmed that it was not responsible for the customer's swimming pool water issue. The customer is not satisfied with this outcome and is therefore seeking an apology, for the company to reconsider his claim and to provide him with £2257.84.

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3. Under the circumstances, I do not find that the company has failed to provide its services to the standard to be reasonably expected by the average person. It is evident from the company's various investigations (including water quality testing) that the water supplied to the customer by the company was found to be of satisfactory quality and not contaminated. Consequently, I am inclined to accept that the customer's swimming pool water quality issues were not caused by the company supplying contaminated water. I find that this conclusion is further supported by the fact that the water mains work carried out by the company was in a different area and that no other properties in the customer's area with swimming pools reported any similar contamination issues.
4. Whilst I appreciate that the customer is concerned about the water quality of his swimming pool, I must highlight that the company is a water and sewerage services provider and it is obliged to provide these services to the standard to be reasonably expected. However, it is beyond a water undertaker's obligations to maintain the water quality of a customer's swimming pool.
5. In order to clarify any potential confusion, I must highlight that the company is only responsible for the quality of the water that it supplies to its customers from its own network. As detailed above, it is evident that the quality of the water supplied by the company from its network to the customer was of satisfactory quality. Accordingly, in this instance, I do not find that the company has failed to provide its services to the standard to be reasonably expected by the average person.
6. I now turn to a review of the company's actions in response to the customer's concerns. Based on the evidence provided; I am satisfied that the company acknowledged the customer's concerns, investigated the issues to the best of its ability, provided appropriate explanations and made reasonable gestures to assist the customer with his swimming pool water quality issues. In particular, I note that the company has assisted the customer with his swimming pool water quality issues numerous times over the years (going beyond its obligations as a water service provider) and even identified the potential causes of the issue and possible remedies. The company found that the possible contributing factors to the customer's swimming pool water quality issues were the under-dosing of pool disinfectant (bromine) and the poor condition of the customer's private water tanks. Nonetheless, it is not disputed that the company previously provided the customer with goodwill payments in order to assist him and that it again recently offered another goodwill payment to the customer.

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7. Taking into account all of the above, I am satisfied that the company's actions in response to the customer's concerns have been fair and reasonable. Therefore, overall, I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person.
8. Following careful review of all the submissions provided, I am not satisfied that any failures have been established on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any failures on the part of the company, the customer's claims do not succeed.

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 11 January 2019 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

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