

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX17

Date of Decision: 12/12/2020

Complaint

The customer complains the company failed to ensure she had access to clean water while it carried out works and failed to communicate using agreed reasonable adjustments. She seeks the company provide an apology for poor service and for failing to make reasonable adjustments.

Response

The company apologises for the distress caused to the customer. It made payments totalling £45.00 in line with its customer charter. It communicated with the customer as agreed and considers no further payment is due.

Findings

The company failed to provide its services with reasonable care and skill. However it has already provided a suitable apology for this. There is no evidence it failed to make reasonable adjustments.

Outcome

The company does not need to take further action.

The customer must reply by 13/01/2021 to accept or reject this decision.

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Date of Decision: 12/12/2020

Party Details

Company: XWater

Case Outline

The customer's complaint is that:

1. The customer says the company is aware she is vulnerable, with a mental health condition and visual impairment. On 16 July 2020 the company carried out works near her home, disrupting her water supply. She did not receive notice of the works, did not receive any bottled water and was unable to buy water while shielding from Covid-19. She suffered considerable distress as a result. When she complained the company failed to respond on yellow paper, despite previously agreeing to do so as a reasonable adjustment. The company also suggested she appoint a representative for communications, suggesting she was unable to communicate. She seeks an apology for poor service and the failure to make reasonable adjustments. The customer has no comments on the company's response.

The company's response is that:

1. On 16 July 2020 it had to disconnect the water supply of the customer and others for three hours to carry out works. It was unable to send notice letters to affected households as this service was not running due to the pandemic. However, it was able to send text messages and/or call the majority of affected households, who had agreed to this notification service. At 12pm the customer called to advise she had no water. She called again at 2pm. It offered to send a plumber and then tried to resolve by phone and text. However all these actions caused the customer distress and so it stopped further action. Usually customers have notice of works and can ensure they have water available for the duration. Therefore it does not provide bottled water for disruption of less than six hours. It made payments to the customer in line with its customer charter: £20 for no water over 5 hours, £20 for no bottled water, £5 for running off discoloured water. It is sorry it did not provide bottled water as expected and for any distress caused. It did respond to complaints using yellow paper. It suggested a representative to make communications easier.

It is sorry the customer is unhappy with the way it notified customers of works and for the distress caused. It will not be offering any further goodwill payment as it considers it has already made suitable payments.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: The Customer

How was this decision reached?

1. It is not in dispute the company planned works on 16 July 2020 and knew the customer would have no water supply for at least three hours.
2. I note the company would usually give notice of planned works which would allow time for customers to ensure they had access to water.
3. I accept the company was unable to give notice by letter due to the pandemic and I note it contacted most customers by other means. However, it had no other safe method of contacting the customer. In the circumstances, I do not find the company could reasonably be expected to have given the customer notice of the planned works.
4. However, it is reasonable to expect the company to provide bottled water to those customers it could not contact in advance. Particularly given the difficulties vulnerable customers faced leaving their homes during the pandemic and as the customer was on the company's priority service register. As the company did not provide the customer with bottled water I find the company failed to provide its

services to the standard to be reasonably expected.

5. The customer says the company failed to send letters on yellow paper however the company insists it responded to the customer's complaints on yellow paper. I have not seen any evidence to prove the customer's case over the company's. I am therefore unable to say the company failed in this regard.

6. The company explained in complaint correspondence that it suggested the customer use a nominated representative to make communications easier and it did not mean any offence. I consider it reasonable for the company to suggest customers use a representative where there have been difficult communications, as in this case. I do not consider this a failing by the company.

7. The customer seeks an apology for poor service and the failure to make reasonable adjustments. I note the company apologised for the lack of notice and for not providing bottled water in its complaint response of 5 August 2020. It has also provided an apology within its defence. I therefore find no further apology is due for poor service.

8. In regards to reasonable adjustments, the customer has not proven a failing by the company and therefore no apology is due.

Outcome

1. The company failed to provide its services to the standard to be reasonably expected. However, it has already provided a suitable remedy and it does not need to take further action.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final 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.

Justine Mensa-Bonsu
Adjudicator