

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX97

**Date of Decision:** 25/01/2021

#### Complaint

The customer complains that the company has consistently permitted loss of adequate water pressure during the pandemic, both to herself and to her village. She says that the company has taken insufficient steps to prevent this from happening and has provided poor communications services. The customer also complains that the company has been unduly slow to complete repair work following loss of service. She seeks an apology and compensation in an unspecified amount.

#### Response

The company agrees that there have been some incidents of loss of water pressure affecting the customer and her village but says that the water pressure is generally good and above the minimum level required by law. The drops in pressure have been caused by breaks in the electrical supply to the pumping station which is currently under investigation and the customer has been kept informed about progress. The company denies that it is liable to make payments for failure to restore the service within 12 hours. Therefore, the company says, no apology or payment is due.

#### Findings

The customer has not proved that the company has supplied low water pressure on any occasions other than those agreed by the company, all of which related to problems at the pumping station which the company is investigating. Its speed of progress is a strategic matter that is not capable of being assessed in this adjudication. The customer has proved that the company did not supply its services to the necessary standard in two ways. (1.) As on two occasions, there was a loss of adequate pressure for more than one hour twice within a 28 day period, the customer was entitled to Customer Guaranteed Standards compensation which was not given. Under the company's scheme this was £60.00. (2.) The company also provided poor communications services. It promised to look at a

gesture of goodwill, but then refused a gesture because it was satisfied that all breaks in service had been restored in 12 hours. As the company did not consider a payment for poor communications having promised it, an equivalent payment should be made. In other ways the customer's claim does not succeed.

**Outcome**

The company must (1) apologise to the customer for failing to make CGS payments relating to two instances of loss of pressure within 28 days; and (2) pay compensation of £80.00.

The customer must reply by 22/02/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX97

Date of Decision: 25/01/2021

## Party Details

**Company:** X Company

## Case Outline

### **The customer's complaint is that:**

- For the last year there have been repeated drops in water pressure or no water supply at all to X Location. The company has denied many of the issues raised and has fobbed off the customer with untrue answers and false promises and has not met response deadlines. • The problem of repeated loss of water remains unresolved and has been particularly dangerous and a health and safety issue during a pandemic. It has meant that the customer and many other residents have not been able to practise adequate hygiene measures. • Dates of water outages are: 9 February; 7 and 13 March; 7 April; 14 May; 1, 18 and 26 June, 5, 7, 15 and 21 July, 4, 9, 11 and 19 August, 5 (at 3am and 9am) and 16 September, 7 and 15 October (when the water was also cloudy) and 23 November at 4.30pm. • The customer asks for: o An apology; and o Compensation in an unstated amount.

### **The company's response is that:**

- It has tested the pressure recorded at the outside stop valve (OSV) for the customer's home. This is the point where her private pipework begins. The tests show that the company is delivering water pressure above its own minimum standard of 1 bar of pressure and above the regulatory minimum requirement of 0.70 bar. • The company has also logged the customer's private water supply at the OSV for a twelve-day period and throughout this logging period, as before, it continually provided above the minimum standard of 1 bar of pressure. • The company's Water Interruptions Team has confirmed that (except when there has been a power failure at X Booster Station), the company has delivered above the minimum standard of 1 bar of pressure to the area in which the customer lives. • The company says that it is aware of an issue where dips in electricity supplied to X Booster Station causes the pumps at the site to trip. The company is liaising with the electricity supplier, X Company 2, to try and resolve the dips in electricity supplied and is also working on other methods of mitigation to prevent our water pumps from tripping. The customer has been kept informed about

progress and the company says that its customer service has been exemplary. • The company has also continually informed the Consumer Council for Water (CCWater) about the actions taken to resolve the matter and CCWater have supported the company's position by not challenging it further. • Ofwat, the Water Industry Regulator, has set a Guaranteed Standards Scheme (GSS) whereby water and wastewater customers are entitled to minimum standards of service. When a water and wastewater company fails to meet a standard, it is required to make a specified payment to the customer affected under the GSS. One of the standards is known as 'Supply not restored' and is effectively, the standard relevant to the customer's complaint. Under the terms of GSS, the company must make a payment of £20.00 if the supply is interrupted or cut off, and not restored within 12 hours of the company first becoming aware that the supply has been interrupted. The company has an enhanced version of the GSS called its Customer Guarantee Scheme (CGS) and pays £30.00 in this situation. • All over the network are Critical Pressure Points (CPP) which are measuring devices to continuously monitor and record the pressure of water supply delivered to its customers. The company's data from the CPP shows that from 1 February 2020 until 10 December 2020, there were 15 interruptions in the customer's area. The customer's home is 95.82 metres above ordnance datum (AOD) and the CPP (which is very close to her property) is at a height of 129.69 metres AOD. This is 33.87 metres higher than the customer's home. Accordingly, the pressure recorded at the customer's OSV will always be higher than at the CPP due to gravity. The company can therefore add 3.3 bar to the pressure readings shown at the CPP to establish the pressure delivered to the customer's home at any time. The CPP is generally continuously at 27 metres head (2.7 bar) and when 33 metres head is added to that figure, the company can determine that the customer's home is generally being provided 60 metres head (6 bar) of pressure. Consistently with this, when the company fitted a data logger to monitor the pressure at the OSV of the customer's home between 16 October and 27 October 2020, the water pressure never fell below 55 metres head (5.5 bar). • The company has submitted graphs of the data referred to and submits that as these demonstrate that the customer has never lost supply for 12 hours or more, she is not eligible for a statutory GSS or an enhanced CGS payment.

### 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. I bear in mind that adjudication is an evidence-based process and that it is for the customer to show on the evidence that the company has not provided its services to the expected standard. I have also taken into account the comments made by both parties on my preliminary decision, even though I have not necessarily commented on these in this Final Decision

Jurisdiction

2. The documentation submitted by the parties and by the Consumer Council for Water (CCWater) shows that the customer initially raised a complaint with CCWater under a different file number, in which she raised concerns both on her own behalf and on behalf of other residents of her village, X Location, about the water pressure and the company's responses. The customer's initial correspondence with the company in May 2020 was relevant to CCWater's first investigation. Following the issue of the application in this case, CCWater expressed concern that this might be a duplicate case. The customer, however, has said that this is not a duplicate: her first case could not proceed because the customer did not have authorisation to act on behalf of other residents.

3. There is no evidence before me that a previous case has been decided by an adjudicator and therefore, I find that I have jurisdiction to decide this application. The customer, moreover, makes clear that her application is for personal compensation and an apology for the distress and inconvenience that she has suffered due to low water pressure and disrupted supply. Although reference is made in the documentation to a 6- or 7-year period, the customer's application form relates only to occurrences in the year before she submitted her form to WATRS.

4. I therefore turn to whether the customer has shown that she (and not other residents) has suffered detriment due to the company's handling of her concerns.

The complaints

5. On 21 December 2021, the customer confirmed that her concerns are particularly with the length of time, confusion and contradictory statements which she says that the company has provided, as she detailed in her application and the lack of water provision during a pandemic. She says that the important feature is not the length of time that a disruption persisted but the frequent number of times on which it occurred.

6. The customer submitted a letter of complaint to the company dated 14 May 2020 in which she said that the company has been contacted repeatedly by a number of residents of X Location village, complaining that the water pressure drops at least once per month in her village. She complained that the company had responded by stating that there have been no reported issues whereas this was not the case. She said that customers also have had to wait an unacceptable length of time for the company to address their issues. In addition to this, she said that there is a long waiting time for the company to answer calls (often in excess of 30 minutes) which was not due to the pandemic, because this has always been the waiting time. The customer said that the X Location residents communicate regularly on a village Facebook page. In this page, the residents share the responses they get, which, the customer said, make the company seem incompetent and there are lengthy periods waiting for leak repairs.

7. The company replied to this letter stating that it has a permanent pressure monitor within the village that generates an alarm at any time when there is low pressure for at least an hour. It said there had been four incidents in the preceding 14 months all of which were caused by trips at the booster station which feeds this area. These were on 7 April, 7 March and 9 February 2020 and 11 April 2019. Apart from this there had been a small number of leak repairs but these interruptions have been short ones and do not affect too many residents at once. The company said that its water has had a minimum pressure of 2 bars, which is twice its own policy minimum of 1 bar. In terms of time taken to repair leaks, the company said that a technician will attend within three working days to assess a defect, but it will need to apply to the local authority for permission to dig on roads or pavements and traffic diversions may be needed. Therefore, this can take time to arrange. As for time taken to respond to calls, the company apologised for waiting times and also directed the customer to a Facebook or Twitter page for assistance.

8. I now turn to how these issues have affected the customer.

#### Water Pressure

9. The company does not deny that there has sometimes been a drop in water pressure in the customer's neighbourhood, which it states is due to disruption of the power supply to its pumping station. Nonetheless, the company has submitted

evidence and graphs to show that the number of occasions on which the drop in pressure has affected the customer are limited to fifteen occasions in the past year and the periods for which the customer has been affected are in each case short. Many of these instances have occurred after the company's initial letter and I do not find that the company has given contradictory information. The customer, however, says that the company's statement is inaccurate:

"because there have been a number of occasions when the water level has been at a drip – surely this is not an acceptable level of pressure/service. I am highly concerned that X Company do not have accurate information regarding their poor service as many other residents will testify to".

10. While I take into account the customer's concerns and submissions about the frequency with which the drops in water pressure have occurred, which she says happen more than once per month on average, the customer has for understandable reasons not been able to put forward evidence that indicates that the company's data readings, graphs and calculations are incorrect or that the pressure drops affecting her are due to a drop in the company's supply below a generally acceptable limit.

11. It follows that I accept that the information put forward by the company about the number and severity of the drops in service during 2020 is correct. Even though it does not accord with the information provided by the customer, because she says that drops in water pressure have happened more frequently, I find that the company has no reason to believe that its own measurements are not correct. I therefore do not find this information to be unreliable or contradictory. I do not find that the information submitted to the WATRS adjudicator is materially different from that provided to the customer and I therefore do not find that the customer has shown that the company has given untrue answers or fobbed off the customer in this respect. I find that the company has supplied its services to the standard that would reasonably be expected, save for the pressure drops caused by the problem at the pumping station.

12. As for this, I turn to the provision that a company might reasonably be expected to make when there is a loss of correct service. I am mindful that the Guaranteed Service Scheme, which is contained in national legislation, makes provision for loss of service to customers. As an average customer would reasonably expect a company to comply with the law, it is relevant to have regard to this (or to any enhanced compensation Scheme that this company may offer its customers).

13. Although the company makes reference to the "Supply not restored" requirements, Regulation 17G of the legislation (the Water Supply and Sewerage Service (Customer Service Standards) Regulations 2008 as amended) states that if in a period of 28 days the pressure in the communication pipe serving a



customer's premises falls below seven metres static head (0.7 bar) on two occasions each lasting one hour or longer, then a company must pay the customer £25.00.

14. The graphs and explanations submitted by the company show that at the static head, a number of disruptions have been experienced, although it explains that taking into account the considerable difference in height of the land and its associated pipework, low pressure at the CCP will not necessarily have resulted in low pressure experienced by the customer. The company says that:

However, as there is a vast height difference, the low pressure threshold actually comes out at minus 18.87 metres head and therefore, we would start considering that The Customer would be out of supply when the CPP is showing zero pressure.

15. The graphs submitted by the company also show that the CCP twice measured zero pressure for more than one hour on two separate occasions within a 28-day period, namely in the period from 9 February 2020 to 7 March 2020 and on 9 and 11 August 2020. The GSS therefore requires that the customer be compensated for this. There are some exceptions when this compensation can be paid only once per year, but these are not relevant. The customer is therefore entitled by law to two payments of £25.00. Having regard to the company's published Customer Guarantee Scheme (CGS), regulation 10, the amount that the company says that it pays its customers for these incidents is £30.00.

16. The company has not addressed this regulation in its response to the application or in its correspondence with CCWater. In its response to my Preliminary Decision, the company draws attention to an exemption from liability to make this payment when the loss of pressure is due to the act or default of a person other than an officer, employee or agent of X Company or a person acting on behalf of its agents. The company argues that the loss of water is due to the "act or default" of UKPN. I do not find this argument to be proved. While I accept that when there has been an interruption of the energy supply to the pumping station that has caused the loss of pressure, this is a problem that has been going on for some time and the company has, as indicated below, not isolated and resolved this. The problem has been allowed to continue without clear understanding of what is going wrong. The company has therefore not explained what "act" or "default" has been causative. Without evidence of what has gone wrong due to a third party, I do not find that the company has proved that an "act or default", only that there is from time to time a drop in energy which leads to a loss of pressure. The company's stance, however, makes clear that this sum has not been paid to the customer in respect of the loss of pressure below 0.7 bar. I find that an average customer would expect the company to comply with the CGS. As I



find that it has not paid this sum, I find that the company has failed to supply its services to the standard that would reasonably be expected. By way of redress, I direct that the company shall pay to the customer the sum of £60.00.

17. As the company submits, there is no evidence that the company has supplied a water pressure that is generally low and nor has the customer established that the company has not resolved individual drops in water pressure within the maximum time permitted by the GSS or CGS. I therefore do not find that the customer is entitled to further compensation under these Schemes.

18. The customer also says, however, that the company has not been sufficiently pro-active in resolving the drops in water pressure. The cause of the pressure drops is, on the evidence, loss of power to the pumping station in consequence of a problem relating to the services of the company's energy supplier. The precise reason has not, however, been found. The company says in its response that it is liaising with the power supplier to resolve this and this has turned out, for various reasons to be more complicated than first expected.

19. I am mindful that in raising this issue, the customer is challenging the internal decision-making of the company, including, by implication, the matters that it may wish to prioritise instead of, as she would wish, paying attention to the pressure of water in X Location.

20. While I note the customer's criticisms, for example that little was done before the involvement of her MP, I bear in mind that the company provides its services to an enormous number of customers, all of whom have conflicting needs and interests. I do not have evidence that enables me to weigh these up and nor is it any part of my function as an adjudicator under the WATRS Scheme to assess the company's strategic decision-making. I note that the customer has already submitted her complaint to Ofwat. It follows that in relation to the customer's criticism in this adjudication of the alleged slow pace of resolving the drops in water pressure, the customer has not shown that the company has failed to provide its services to the correct standard.

21. It follows that I find that the customer does not succeed in her claim for compensation for water pressure issues, save as to the £60.00 referred to above.

22. For the avoidance of doubt, while I recognise the distress that the customer has experienced when the water pressure became low during the pandemic, I find, taking into account the compensation that is required by law, that an average customer could not reasonably expect that the company would be compelled either to provide, or to compensate customers for a failure to provide, its water services to a higher standard of continuous pressure. For that reason, I find that no further

redress can be directed.

## Communications

23. I do note, however, that before June 2020 the company had installed measuring devices and boosters on its network and since July 2020, the company has been actively involved in trying to locate the reason for the interruptions at its pumping station.

24. The company says that it has kept the customer informed of progress. The customer challenges this and I note that although some matters were reported to the customer, the level of communication with the customer prior to the involvement of CCWater in June/July 2020 was low. This was illustrated by the customer's email to CCWater of 9 July 2020 and there was a further failure to respond to the customer's correspondence when promised in August 2020. The company later apologised for its poor communications on 18 September 2020, stating that it would review her account to that date and make a goodwill gesture. In due course, the company decided that it would not make a goodwill gesture because it was not satisfied that the customer's supply had fallen below 0.7 bar and had not been resolved within 12 hours. This, I find, fell below the standard that an average customer would have expected. I find that, bearing in mind the acceptance in that letter that it had not communicated well, an average customer would reasonably have expected that the company would consider whether a goodwill gesture should be made in that respect also. As I find that the company fell below the expected standard of customer service in this respect, I find that it is fair and reasonable that the customer should receive an equivalent payment. I find that, if the company had considered this, it would have paid a goodwill gesture of £20.00 and I find that this is a fair and reasonable sum by way of compensation.

25. From September onwards, however, I find the level of communication to have been high. The company communicated with both the customer and CCWater on a regular basis. Although the documentation submitted by CCWater shows that the customer was frequently exasperated by this correspondence, this was generally because she thought that the company should be moving faster towards resolution of the issues and because she thought that the company's correspondence was inaccurate in that it did not acknowledge the problems that she and, she said, other residents had experienced. For the reason given above, I make no findings as to the content of the company's emails, which I find reflected its strategic approach to finding out what was wrong at the pumping station. In terms of the level of customer services, I find that save for a late communication to CCWater that was provided on 15 October rather than 8 October 2020, the company did not fall below the standard that would reasonably be expected. As for the late correspondence on 8 October 2020, I note that this was only just more than one fortnight after a more detailed email had been sent and a further detailed email was supplied on 15

October 2020. The company has apologised for this and I find that no further redress is due.

26. As for the customer's complaint that the company took a long time to answer calls, I note that most of her correspondence was by email and there is no evidence that the company provided a sub-standard level of service to the customer in relation to call management. I find that the customer has not proved this aspect of her claim.

#### Repairs

27. The documentation suggests that the customer had suffered complete shut-off of water on 14 May and 15 November 2020, and by way of planned disruption due to investigations at the pumping station on 4 and 5 September 2020. There is no evidence, however, that these were not resolved within an appropriate timescale and I find that the customer has not proved a shortfall in customer service.

#### Summary

28. It follows that, overall, I find that the company has not met expected standards in respect of its communication with the customer and in relation to its failure to make a CGS payment on the two occasions when this would appear from its records to be justified. As an apology has been made in respect of the company's communications with the customer I find that no further apology is necessary, but the company should apologise for failing to make two CGS payments.

29. The total sum by way of compensation is £80.00.

### Outcome

1. The company must (1) apologise to the customer for failing to make CGS payments relating to two instances of loss of pressure within 28 days; and (2) pay compensation of £80.00.

### 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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.

- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.
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**Claire Andrews**  
**Adjudicator**