

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X285

Date of Decision: 01/04/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer's complaint is about the service provided by the company when it contacted him regarding work it wants to carry out on the sewer within his property boundary. The company has sent several letters containing inaccurate information and plans that are so blurred he cannot read them. It has also failed to send letters in a timely manner, call when it promised to do so, adequately respond to his complaint, and pay the correct Guaranteed Service Standards (GSS) payments. The lack of clarity about the company's proposals and its failure to provide a plan the customer can read means that he is unable to determine whether he needs to appoint anyone to act on his behalf. The customer would like the company to fully address his complaint and provide a payment of £150.00 to better reflect the time and trouble this issue has caused him.

Response

The company has addressed the issues raised by the customer in full. It accepts and regrets that it failed to provide its customer service to the expected standard at times, and has offered the customer £65.00 to acknowledge its failings, but it denies responsibility to make any further payments.

The company has not made an offer of settlement.

Findings

The company has now provided a full response to the customer's complaint and, therefore, it is not necessary for me to direct the company to provide a further response. The company accepts that it failed to provide its customer service to the expected standard on several occasions, however, the payments offered by the company adequately

compensate the customer for these failings and I make no direction to the company in this regard.



The company does not need to take any further action.

The customer must reply by 29/04/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

1. • On 20 January 2020, he received a letter from the company dated 13 January 2020 about reducing the flooding risk in his area. • On 30 July 2020, he received another letter from the company about reducing the flood risk dated 27 June 2020.
 - On 17 August 2020, he received another letter from the company, dated 13 August 2020, stating that the company would like to survey the sewer and lateral drain on his land and a plan was included that was too blurry to make out. The letter advised of various possible actions that could occur as a result of the survey.
 - On 24 August 2020, he received a letter from the company, dated 20 August 2020, stating that the company were going to inspect and jet the sewers. • On 28 August 2020, he received a letter dated 21 August 2020, that included a formal notice stating that the company was going to carry out works on his land. Again, there was a list of possible actions, but these differed from the actions that were listed in the letter dated 13 August 2020. As the formal notice was dated 21 August 2020 but was not received until 28 August 2020, it had expired by the time it arrived. • On 28 August 2020, he called the company and asked to speak to (redacted), the project manager, and was told that (redacted) would call him back. However, he did not receive the call. • On 4 September 2020, a contractor came to his property and inspected the sewer and the gully. • The information provided in the letters was confused and contained mistakes, so he complained to CCW and he asked the company a number of questions about the service he had received during this process, including: 1. Why did it take over a month to receive the company's letter dated 27 June 2020? 2. Why does the letter dated 27 June 2020 refer to his property as being in (redacted) when it is in (redacted)? 3. Why does the company's letter dated 13 August 2020 refer to his property as being (redacted) when it is in (redacted)? 4. Why is the plan in the company's letter dated 27 June 2020 not of a legible scale? 5. Why does the company's letter dated 21 August 2020 refer to his property as being in (redacted) when it is in (redacted)? 6. Why is the plan in the company's letter dated 21 August 2020 not of a legible scale? 7. Why did the company's formal notice dated 21 August 2020 take a week to reach him? 8. Why does the company's formal notice dated 21 August 2020 refer to his property as being in (redacted) when it is in (redacted)? 9. Why does the information in the formal notice not match the information provided in the letter of the same date? The letter advises that there could be no works or various different

works, but the formal notice advises that the company is repairing the sewer. 10. Why did (redacted) not return his call? 11. When will he receive the results of the survey that was carried out on 4 September 2020? • The company responded to these queries, but the answers were not thorough enough. The lack of clarity about the company's proposals and its failure to provide a clear plan means that he is unable to determine whether he needs to appoint anyone to act on his behalf. • He made a request for GSS payments for the poor service he received, mainly due to the company's failure to respond in a timely manner and in accordance with its own customer charter. The company offered £65.00 in GSS payments; however, this is not enough considering the company's failings. • He would like the company to fully address his complaint and provide a payment of £150.00 to better reflect the time and trouble that this matter has caused him.

The company's response is that:

1. • There is a history of flooding in the customer's local area of (redacted) so it arranged for its contractors to carry out surveys to identify any repair work needed on the sewer network. • Prior to carrying out any surveys or work the company must engage with all customers in the area that could be affected, to make them aware of the activity in their area and the possibility that it may need to access their land. On this occasion, it contacted over 6000 properties, including the customer's.
 - It received a stage 1 complaint from the customer on 15 September 2020 as the customer was not satisfied with the customer service it provided. It called the customer on 21 September 2020 to answer the points he had raised and also sent a letter to confirm the information on 22 September 2020. • A stage 2 complaint was received on 14 December 2020 because the customer had not received the letter sent on 22 September 2020. It responded to the stage 2 complaint on 22 December 2020 and included a copy of the letter dated 22 September 2020. As the stage 1 response was not received by the customer, it will make a payment of £25.00 in line with its Customer Charter. It will also make a Customer Charter penalty payment of £20.00 as the £25.00 payment was not made within ten working days. • The customer has asked for responses to various questions. For clarity, it has copied the questions and provided a response below it. • Why did it take over a month to receive the company's letter dated 27 June 2020? The team that arranges the company's surveying work usually prints and sends any letters from its office. However, due to Covid-19 its offices are closed and its employees are working from home. This means they do not have the facility to print and post letters or have access to the leaflets and inserts which need to be included. Instead, letters are printed and sent from the company's mailing centre in (redacted). It acknowledges that there was a delay in the letters being sent and it has apologised for this. It is also aware that there was a delay with the postal service during this time due to Covid-19. • Why do the company's letters dated 27 June 2020, 13 August 2020 and 21 August 2020 refer to his property as being in

(redacted) when it is in (redacted)? The work it is carrying out covers several areas across the region and the work in (redacted) was grouped as '(redacted)'. It apologises if this does not accurately represent the area in which the customer lives and if it has caused any confusion. It explained this to the customer during a call on 21 September 2020 and also in a letter dated 22 September 2020. • Why are the plans in its letters dated 27 June 2020 and 21 August 2020 not of a legible scale? The plan it provided was intended to show the streets in which the surveys and work would be carried out. This was explained to the customer in the preliminary letter, during a telephone conversation, and in a further letter. It made it clear to the customer that if work needs to be carried out within the property, it will fully consult with the customer beforehand. • Why did the company's formal notice dated 21 August 2020 take a week to reach him? As previously explained, its employees are currently working away from the office and letters are produced and issued by the mailing centre. There was also a delay in the postal service during this time, which is outside of its control. • Why does the formal notice dated 21 August 2020 refer to his property as being in (redacted)? This happened due to an error on its system, when the address was entered to produce the formal notice. It has explained this to the customer and apologised for any confusion caused. • Why does the information in the formal notice not match the information provided in the letter of the same date? The letter advises that there could be no works or various different works, but the formal notice advises that the company is repairing his sewer. The purpose of its work is to proactively identify any defects and rectify them before they cause issues to customers. The formal notice sent to the customer on 21 August 2020 states it will enter the customer's premises with the intent to repair a sewer. The letter it sent on the same day goes into more detail about what this work may involve, which could result in no defects being found and no further work being needed. As part of the process of carrying out work, it must send a legal notice to customers to enter land, and to carry out both the surveys and any necessary work. Although the formal notice does state the intention is to enter land to repair a sewer, the letter sent with this clearly explains that the intention is to enter land to carry out a survey and that this could result in no further action or necessary work being arranged. The letter also clearly states that if any work needs to be undertaken, customers will be notified. • (redacted) has not contacted him - why? It has a process for logging incoming correspondence, which is then sent to the relevant department that deals with that type of query. The customer sent an email on 17 August 2020 and the email was categorised as a query about lead pipes because the customer had mentioned that his main water pipe was lead and asked if it could be replaced with a plastic pipe. However, the work it had contacted the customer about was in relation to sewer flooding and the sewer network, which is a separate network to clean water. (redacted) is the project manager for the sewer work, and the clean water network is not something he deals with. A colleague emailed (redacted) on 28 August 2020 to ask him to call the

customer. The correct process was not followed as the colleague should have raised a call back on the system. This would have ensured the customer received a call from someone in the team who could help, if (redacted) was not available. It appreciates that it told the customer he would receive a call from (redacted) and is sorry that this did not happen. Although there is no payment in its Customer Charter for missed call backs, it recognises the inconvenience this caused and has offered a payment of £20.00 for the error. • When will he receive the results of the survey that was carried out on 4 September? During a telephone call made on 21 September 2020 and in the letter sent to the customer on 22 September 2020, it informed the customer that its contractor did not find any issues during their survey but the contractor needed to return at a later date to carry out a further CCTV camera survey of the sewer. Following this, it sent a letter on 4 February 2021 to let the customer know that no further CCTV camera survey or work was needed at the property. It hopes that this assures the customer that there is no need for him to appoint anyone to act on his behalf. • It acknowledges there were some errors in its letters with regard to the area it stated it was working in. However, it feels that the content of the letters and the documents sent to the customer were clear about what its intentions were in relation to the work they wanted to carry out. It also clearly explained why it wanted to carry out this work and how this would benefit its customers. • The customer requested the following payments: 1. £25.00 for not receiving a response to the complaint dated 15 September 2020. 2. £20.00 for not receiving the above payment within ten working days. 3. £20.00 for the missed call back from (redacted). 4. £20.00 because the above payment was not made. 5. £20.00 for not responding to a complaint within the parameters set out in the GSS scheme. • With regard to payments 1 and 2, the response to the written complaint received on 15 September 2020 was sent to be printed and posted to the customer on 22 September 2020; however, it acknowledges that the customer did not receive this. Therefore payments 1 and 2 will be made. • With regard to payment 3 and 4, the missed call back is not covered under its Customer Charter and a goodwill payment of £20.00 has been offered. As the payment for the missed call is not a Customer Charter payment, there is no penalty payment to be made. The payment has been offered but the customer has not yet accepted it. • With regard to payment 5, it will make payments 1 and 2 in recognition that the customer did not receive the response it sent on 22 September 2020. However, it denies any responsibility to compensate the customer further.

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.

How was this decision reached?

1. Having reviewed the evidence provided by the parties, I find that the company has provided a full and reasonable response to each of the customer's questions and, therefore, the company has provided its service to the standard reasonably expected by the average customer in this respect. Therefore, it is not necessary for me to direct the company to provide a further response to the customer.
2. The company accepts that it failed to provide its customer service to the expected standard on several occasions and it has offered the customer goodwill and Customer Charter payments to acknowledge these failings. The customer requests £150.00 for the time and trouble this matter has caused him, however, I find that the payments offered to the customer adequately compensate him for the failings shown in the evidence. In view of this, while I understand that the customer will be disappointed by my decision, I make no direction to the company in this regard.
3. I have reviewed the comments made by the customer following my preliminary decision, however, I carefully considered the payments made by the company to the customer during my adjudication and find no evidence that the company has failed to offer the appropriate GSS payments to the customer.

Outcome

1. 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 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.

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Kate Wilks
Adjudicator