

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X602

Date of Final Decision: 4 November 2021

Party Details

Customer:

Company:

Complaint

The customer complains that the company has reduced his water pressure without warning due to optimisation measures. This has prevented him from using an expensive irrigation system for which he has asked for reimbursement but the company has refused. The company has also provided poor complaint handling. The customer wants the company to increase the pressure ultimately but also to provide information of what the company is doing during the optimisation period.

Response

The company denies liability for this claim. It says that the customer's water pressure is more than twice that which is the minimum required standard and it is entitled to carry out optimisation to prevent burst pipes and ensure good distribution across the network. It would not ordinarily advise customers that water pressure will be reduced for optimisation reasons but is considering this issue. The company says that its complaint handling has not fallen below the expected level.

Findings

The company would reasonably be expected to achieve a suitable service for a wide range of customers. There is no evidence that optimisation was not for that purpose and the customer has not established that the company failed to reach the standard to be reasonably expected due to reduction in the water pressure. However, an average customer would expect the company to tell customers that water pressure is to be reduced because it is foreseeable that they will make decisions based on existing circumstances, such as by buying an irrigation system. The company fell below expected standards in this regard. Nonetheless, the company was entitled to make this change and it is not liable to compensate the customer for his purchase. Additionally, the company has not met expected standards in relation to its complaints handling in that when

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requested by CCWater it agreed to feed back the customer's point but was not willing to make a goodwill payment. In the circumstances of this case, an average customer would have expected a small compensatory payment for the inconvenience caused. Additionally, the company failed to review the customer's renewed complaint at stage 2, leading to further inconvenience. The customer has shown that he should receive the remedies referred to below.

Outcome

The company needs to take the following further action:

- Apologise to the customer in writing for failing to notify the customer in advance of a planned permanent reduction in the water pressure and for the two complaints handling matters that I have found below fell short of expected standards.
- Credit the customer's account with the sum of £60.00.

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Case Outline

The customer's complaint is that:

- He suffered a dramatic drop in his water pressure in early 2020. As this continued, the customer contacted the company on 7 November 2020. The company responded via telephone in November 2020 that it was meeting the minimum standards for water pressure.
- The customer contacted the company again in May 2021 and was advised that the pressure in his area had been reduced due to optimisation. In June 2021, the customer approached the Consumer Council for Water (CCWater).
- A stage 2 complaint was raised in which CWater tried to find out about the optimisation works being carried out. The company failed to provide any information on the works being carried out in its response and confirms it has no plans to increase the pressure.
- Meanwhile, the customer has been unable to use his irrigation system and isn't able to invest in reverse osmosis as his current pressure doesn't meet the minimum required.
- The customer asks that the company should increase the pressure ultimately but also provide information of what it is actually doing during this optimisation period.

The company's response is that:

- The customer's water account shows the following history:
 - On 17 May 2020 an online webform was submitted by the customer regarding low pressure at his property and he queried why this was. On the following day, the company called to make an appointment for the company to attend his property and

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investigate the low pressure he had reported. An appointment was made for 21 May 2020. On 21 May 2020 at a site visit a flow and pressure test carried out at both the water meter and the customer's private garden tap confirmed that the customer has 2.5 bar pressure, 20 lpm flow. These were both above the company's and Ofwat minimum Guarantee Service Standard of 0.7 bar (seven metres of static head). On 9 June 2020 an outbound call was made to the customer confirming the above. The customer said that no further investigation was necessary, and his area pressure had been increasing since local residents had been returning to work following Covid-19 and therefore peak demand was reduced.

- On 7 November 2020 a complaint was received from the customer via his online account. On 9 November 2020 the company made an outbound call to acknowledge the customer's complaint. A message was left. On 10 November 2020 a further call was made. The customer explained he was not happy with the water pressure. The company said that a flow and pressure test had already been completed. The customer confirmed he would contact the company in the future if the pressure dropped again, however he did not wish to take a direct telephone number upon this being offered to him.
- On 18 May 2021 a follow up email was received from the customer following a period of lower water pressure. The nature of this email did not classify it as a complaint, as the customer was stating facts and requesting compensation. There were no complaint triggers, therefore this was logged as an enquiry only. The customer advised that he has a private irrigation system which no longer works as required due to insufficient water pressure. The customer advised that if the water pressure was not increased then he would like to be reimbursed for the costs of his equipment, as well as compensation. On 26 May and 27 May 2021 outbound calls were made by the company. On 27 May 2021 the company explained the operational reasons for the lower water pressure. The water pressure in the customer's local area was reduced in 2020 as part of the company's optimisation which helps reduction of burst water mains, stabilises pressure and assists with overall demand across the supply network.
- On 8 June 2021 the company received an email received from CCWater requesting some background information in relation to the customer's complaint. On 10 June 2021 an email was sent to CCWater providing the necessary information, as requested.

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- On 25 June 2021 CCWater queried the status of complaints. Because the company had assessed the customer's contact within the last 6 months as an enquiry only, and not a stage 1 complaint, this could not then be escalated to stage 2. A communication from CCWater dated 29 July 2021 was treated as a new stage 1 complaint. CCWater asked for details of the optimisation, as well as information about the company's short-and long-term plans. The company also requested review of the service provided to the customer. On 29 July 2021 a staff member from the company told the customer that she would ask whether the pressure in the customer's area could be increased back to previous levels.
 - On 9 August 2021 the company advised that it would not increase the pressure in his area, as he was still receiving more than double the minimum standards. The company explained the reason for completing the optimisation. The customer was not happy that the company had not made the residents aware that the water pressure would be reduced. The company explained that this usually goes unnoticed by residents, therefore the company does not send out notification of these works in advance. The company has not received any complaints from the customer's neighbours, however the customer confirmed she is happy to pass on the customer's comments as an area for improvement.
 - The customer asked for compensation for private equipment which he has had installed for his private irrigation system. The company has refused to pay this and the customer again contacted CCWater.
- The company says that manufacturers of 'reverse-osmosis' filters (part of the customer's irrigation system) recommend the fitment of a booster pump where minimum pressures to operate such filters of 40 psi (approx. 2.5 bar) are not available. Therefore, the customer can operate his equipment with the fitment of a booster pump designed for this specific purpose.
 - Finally, the company says that it is obliged to provide water which is fit for human consumption at a minimum pressure. It has satisfied this legal duty.

How is a WATRS decision reached?

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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.

I also make clear that I have considered the comments made by the customer following my Preliminary Decision dated 20 October 2021.

How was this decision reached?

1. I bear in mind that the company has to provide an affordable service to a very large number of customers and that a company would reasonably be expected to have procedures and policies and to make decisions based on a reasonable need to balance an individual customer's concerns with the company's overall resources and priorities of its wider customer base.
2. The company says that it has tested the water flow and pressure at the customer's address in May 2020 and that it has supplied its water pressure at a level that is above the minimum guaranteed standard. I find that the company had tested the water pressure at the customer's address when he first raised concerns and, while I note that it would have been possible for the company to have checked the pressure again following his further complaint in November 2020, the company has confirmed to CCWater that its optimisation programme commenced in April 2020, before the customer first complained. It is therefore likely that in both May and November 2020, the customer's water supply had been affected by optimisation. The company later told CCWater on 10 August 2021 that:

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Pressures were reduced in this area in April 2020 as part of optimisation, which is what Mr REDACTED has noticed. At the time Mr REDACTED advised of lower pressure we advised this was likely due to. We have loggers in the area and can confirm pressure and flow at no point drops below our minimum standards.

I find that there is no reason to find that the company was not monitoring the water pressure following optimisation and it is likely that the complaint made by the customer in November 2020 was also due to this. Notably, the customer in his complaint of 7 November 2020 referred to the water pressure having been “diabolical this year”, which does not suggest that the situation had changed since his first complaint when a flow and pressure test was carried out. I therefore find that the company would not reasonably have been expected in November 2020 to have carried out any further investigation of the water pressure at the customer’s property but to have relied upon the previous test results.

3. As for the optimisation itself, in correspondence, the customer has complained that the company was trying to save money and retain profits. He refers to “filthy rich bureaucrats stomping over the masses and raking in the cash”. The company on the other hand, explains that it reduced its water pressure for optimisation reasons to avoid burst pipes and assist with overall demand. I am mindful that there is no evidence before me that the company has been misusing its profits by prejudicing the customer. I find that there is no evidence that the company’s decision to reduce the water pressure in the customer’s area was not intended to benefit its wider customer base. I find that an average customer would reasonably expect the company to supply its services with this aim in mind. I also find that the question of the priority of the company’s resources is a matter that it is for the company (overseen and regulated by Ofwat) to resolve and not an adjudicator under the WATRS scheme, which is concerned only with individual disputes.
4. As, therefore, I find that the company has made changes to the area pressure for a legitimate purpose and the pressure complies with minimum standards, it follows that I find that the customer has not shown that the company has fallen short of expected standards because, merely, the customer cannot operate the irrigation equipment he purchased. This is all the more the case if, as the company asserts, the system requires water pressure above the guaranteed minimum and the customer can use an additional pump where the water pressure is insufficient to meet the requirements of that system.

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5. Accordingly, I find that the customer has not proved that the company has failed to supply its water services to the correct standard.
6. I have considered also whether the company has supplied its services to the correct standard in relation to its complaints handling. The customer complained to CCWater that the company had not been straightforward in its dealing with him in that the technician who initially attended attributed the drop in pressure to increased customer usage during lockdown and not to optimisation which was not explained to customers. The company has explained that the technician who attended in May 2020 would not have been aware of an alteration due to optimisation and also had attended due to a complaint about a drop in pressure, which suggested a local change. The company has agreed that it would feedback the potential need to alert customers to optimisation changes.
7. However, I find that it was foreseeable that customers would need to know if the company altered the water pressure in a locality. Not only might this affect their purchasing decisions (for example, in respect of the acquisition of irrigation systems) but also might affect the way in which customers use and plan for using their water at reduced pressure. This is the case, I find, even if many customers do not notice the change. I find that an average customer would reasonably expect that the company would be transparent about this by the provision of information, including, where appropriate, via its technicians, so that customers are not given information by technicians that is misleading. I find that in not providing timely information to the customer that he should expect a reduction in water pressure, the company has not met the service standards that an average customer might reasonably expect. It does not follow, however, that the company is liable for the cost of the customer's irrigation system: the company was, I find, entitled to make optimisation changes and to supply its water at the pressure measured at the customer's property. I do find, however, that when this issue was drawn to the company's attention by CCWater, an average customer would reasonably have expected some small compensatory payment as a matter of goodwill to reflect the inconvenience to which the customer had been put as a result of lack of prior notice of the change. I find that in this way the company fell short of expected standards in respect of its complaints handling.
8. I also note that there was, at the time when CCWater became involved, some debate about whether the stage 2 process had been observed. The company says that the customer's communication of 18 May 2021 was not treated as a complaint because it was a query. I have regard to the content of that communication which includes:

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As soon as the first lockdown began your water pressure dropped drastically. Two people in my road moaned about the lack of pressure so I contacted you. You sent an engineer, who said that due to corona virus most people are staying home and as a result the pressure had dropped due to increased local usage. I accepted that at the time but since then most people are not at home but the pressure of the water has remained the same. The pressure, no matter what lockdowns are on or off have never increased. I have a system of automatic watering that just about leaks from the sprinkler watering an area of about 2 square inches which is useless.

...

I am considering knocking on all my neighbours door with a petition. I know I am not the only person to have noticed how the pressure has been reduced for the last eighteen months. Not everyone can blame Covid for everything that goes on but they do try. Finally the population hasn't increased, some companies have not used a fraction of the water they did before Covid, some don't use any at all, we do not wash or drink more or leave our taps on for the hell of it. so why the lack of pressure

9. I find that the customer made clear that he was not satisfied with the previous answers and I find that an average customer would reasonably have expected that this would have been handled as a complaint. On 27 May 2021, the company records a telephone conversation that states:

The pressure was lowered last year as part of the optimisation which helps us to reduce bursts, stabilise pressure and assist with demand. however we will always ensure that we meet the statutory standard with is around 1 bar. Records show that his pressure is around 2.5 bar which is double the minimum standard. [The customer] is not satisfied with that and would like to take this further. I advised we can put this in writing but he declined and advised he will escalate this at his end.

This was not treated as a stage 1 response. In due course, this meant that the CCWater's first contact had to be treated as at stage 1. This led to a short additional delay. I find that in this way the company failed to supply its services to the correct standard.

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10. It follows from the above that, in addition to the lack of notification of the change in pressure referred to above, I have found that the company fell short of the expectations of an average customer in respect of its complaints handling in two ways. Consequently, I find that the customer has proved that he is entitled to some limited redress in the order of that which the company might have made as a matter of goodwill. I find that it is fair and reasonable to direct that the company shall apologise in writing for failing to notify the customer of the optimisation affecting his service and the two complaints handling matters referred to above and shall make a compensatory credit to the customer's account of £60.00.

Outcome

The company needs to take the following further actions:

- Apologise to the customer in writing for failing to notify the customer in advance of a planned permanent reduction in the water pressure and for the two complaints handling matters that I have found above fell short of expected standards.
- Credit the customer's account with the sum of £60.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by [date] to accept or reject this 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 on 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

Claire Andrews, Barrister, FCI Arb

Adjudicator

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