

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X719

Date of Final Decision: 24 January 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding its insufficient refund of estimated charges for the installation of a metered supply connection to a new property. The customer says the original estimate of cost included for excavation and traffic management, neither of which the company actually undertook. The customer says that he sought a refund of the charges for these two elements, but the company has declined to pay. The customer also complains that he received a low level of customer service from the company that caused him distress and inconvenience. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to refund charges and pay him compensation.

Response

The company says the customer accepted the estimated costs before the work was undertaken, and that charges for unused material were refunded. The company states the amount in dispute is for a fixed connection charge applicable to all new connections, and it confirms that both excavation and traffic management costs were incurred. The company has not made any formal offer of settlement to the customer and denies any further refund is due.

Findings

The claim does not succeed. I find that the evidence does not support on a balance of probabilities that the fixed connection charge should be refunded or that the company provided a low level of customer service. The evidence does not support the customer's understanding that excavation works and traffic management measures did not occur. I find that the evidence does not show that the company has failed to provide its services to a reasonable level or has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 21 February 2022 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

ADJUDICATOR'S FINAL DECISION
Adjudication Reference: WAT-X719
Date of Final Decision: 24 January 2022

Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with development and new services. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He is a property developer and in November 2020 he submitted an application to the company to have it provide a connection to a new-build property.
- The company gave him an estimate of the costs for providing the new connection in the amount of £1,457.16. The customer understood that if the actual costs were less than the estimate the difference would be refunded to him.
- The estimate contained a charge of £869.00 for "standard connection with excavation".
- The connection works were completed in June 2021.
- He subsequently contacted the company seeking a refund for the unused elements of the charges and he had calculated the refund should be approximately £1,000.00.
- The company refunded him only £270.00 for unused additional pipework.
- He had carried out certain elements of the work with his own resources, laying the supply to the property boundary including all necessary excavation.
- The work required of the company was the excavation for and laying of the communication pipe from the boundary to its water main, and the company had stated this would require excavation across the adjacent main road. The customer asserts that the company did not excavate in the road.
- Because no road excavation was done the company did not close the road or employ any traffic management facilities, and thus these costs should be reimbursed.
- Upon enquiry to the company it informed him that the £869.00 charge was a standard charge applicable to all new connections.
- He acknowledges the company has provided a photograph purporting to show its workers excavating in the road, but he does not accept the accuracy of the photograph. The customer

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

says he understands that the company excavated only across a footpath and not in the main road.

- Believing the company had not properly addressed his concerns he, on 22 July 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company on 13 August 2021 and has been continuously involved in the dispute since.
- On 11 November 2021, CCWater advised him that the company had responded to its request for information. The company confirmed that the £849.00 was a standard charge applicable to all new connections, and also confirmed that the necessary excavations did include a partial dig in the road.
- CCWater had concluded that the company's response confirmed it would not refund the £849.00 charge and it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 03 December 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to refund the £849.00 charge and pay him compensation in the amount of £2,500.00 for the distress and inconvenience experienced.

The company's response is that:

- It provided its response to the claim in its submission submitted on 17 December 2021.
- It confirms receiving from the customer, on 25 November 2020, an application for a new metered supply connection.
- Following an exchange of correspondence to clarify details of the requested connection it issued a cost estimation for the work to the customer on 13 April 2021 along with an acceptance form for the customer to sign. The company confirms that the signed form and the amount of £1,457.16 was received from the customer on 25 May 2021.
- The acceptance form detailed the make-up of the charges and that following completion of the works a re-evaluation would be done and the customer reimbursed for any unused amounts.
- Following the receipt from the customer of the signed acceptance form, the work was completed by a sub-contractor on 29 June 2021 and on 15 July 2021 a refund of £270.00 was calculated as being due to the customer.

- Following a query from the customer it confirmed to him on 16 July 2021 that it would not be increasing the refund.
- It acknowledges that the customer requested the full refund of the line item “Connection charges – Standard connection £869.00”. The company asserts that it has explained to the customer that this is a standard charge for all new metered connections and contains elements for excavation, a water meter, organising permits, connection to the water main, administration costs, materials, etc.
- After it advised the customer it would not increase the refund it provided him with details of its complaint handling process, and acknowledges that it received contact from CCWater on 13 August 2021.
- It acknowledges that communications continued between the three stakeholders throughout September and October 2021 and that it advised the customer and CCWater that its investigations confirmed that the sub-contractor had utilised traffic lights and had excavated in the road. The subcontractor had presented photographs to confirm this. The cost of these two elements was included in the £869.00 standard connection charge.
- In summary, it asserts that its charges are consistent with OFWAT regulations and are clearly set out in its publicly available scheme of charges. It further states that its standard charges for a metered connection include for an element of excavation costs to permit consistent pricing for all customers.
- It also records that the pricing details were clearly set out on the acceptance form that was agreed and signed by the customer prior to the works being undertaken.
- It refutes the customer’s allegation that it lied to him or behaved in a deceitful manner.
- It believes that no further refund is due to the customer.

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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

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 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. The dispute relates to the customer's dissatisfaction that the company has not made a greater refund of estimated costs following the installation of a new metered supply connection. The company says it has correctly calculated the amount of the refund and refuses to increase it.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The parties agree that the customer requested on 05 November 2020 for a connection to be installed to a new building.
4. I can see that the company advised the customer of the estimated cost of the installation, and he made the payment in full on 25 May 2021.
5. I am further satisfied that the customer was provided with an acceptance form that detailed the works and the estimated cost for undertaking them. The form also stated that upon completion the costs would be recalculated based upon the actual work done and any amount below the initial estimate would be refunded to the customer.
6. I take note that the customer signed and returned the acceptance form prior to works commencing.
7. I can see that following the completion of the works the recalculation was done and an amount of £270.00 was identified as refundable.
8. The company has provided me with a copy of the acceptance form issued for the customer's requested new connection. I can see that the cost estimate shown on the acceptance form states that it includes "*standard connection charge main road with excavation*".
9. I am also provided with a copy of the company document entitled "*New Connections Services, Charging Arrangements*"

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

10. I take note that on page 18 of the document are set down the standard connection charges for a main road with excavation in the amount of £869.00.
11. The notes in the document state that each connection is priced with having a minimum of 8 metres of excavation. The document does not stipulate a minimum length of excavation or price it per metre run.
12. The customer has contended that the subcontractor did not excavate in the road. The subcontractor denies this and has produced a photograph to show excavation across a footpath and partially into the road.
13. I am satisfied that the evidence shows excavation in the road, however minimal. As the charge does not stipulate a minimum length of excavation then I find that the definition of excavation in the road has been satisfied. I find that this element of the customer's claim does not stand.
14. The customer further contends that the subcontractor did not use temporary traffic lights or other elements of traffic management.
15. Again, I can see that in the "*New Connections Services, Charging Arrangements*" document at page 15, it is stated that standard traffic management and 2-way traffic lights are included in the standard connection charges.
16. Similarly, the subcontractor has submitted a contemporary worksheet indicating that 2-way traffic lights were in use for approximately thirty minutes. As before, no minimum usage of traffic lights is stated and thus I am satisfied that this element of the customer's claim is not supported by evidence and thus fails.
17. In his application to the Scheme, the customer requests the company be directed to refund the standard connection charge in the amount of £869.00. I have found above that the evidence does not support the customer's contention that the company did not excavate in the road or use temporary traffic lights.
18. Additionally, I am satisfied that the standard connection charge includes several elements in addition to excavation and traffic management, and I can see that this is a standard charge applied to all works for new connections.
19. Based on my above analyses I find that the evidence does not support the customer's claim for a refund, and I shall not direct the company to reimburse the standard connection charge.
20. The customer further requests that the company pay him £2,500.00 in compensation for distress and inconvenience.
21. The parties have submitted a considerable amount of evidence in respect of the many e-mail communications they have exchanged. From my reading of the e-mails, I can see that the

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

customer was becoming impatient with the company and was unhappy with the time taken to complete the company's procedures. However, I do not find that the content of the evidence submitted identifies any customer service failings that may have contributed to any distress or inconvenience experienced by the customer.

22. Similarly, I note that the customer has not set down any specific issues that may have caused him distress or inconvenience. I am not persuaded that being unhappy with the time taken to comply with the company requirements can be construed as a failure to manage his account with a reasonable level of skill and care resulting in unnecessary distress.
23. I do not find that the evidence supports that any act or omission on the part of the company led directly to any distress or inconvenience that may have been experienced by the customer. I find that this part of the customer's claim does not succeed, and I shall not direct the company to pay compensation for distress and inconvenience.
24. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 11 January 2022.
- The customer has, on 24 January 2022, acknowledged the Preliminary Decision and stated that he has no additional comments to make.
- Having read the response of the customer I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company 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 by 21 February 2022 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.
-



Peter R Sansom
MSc (Law); FCI Arb; FA Arb; FRICS;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org