



WATRS

Water Redress Scheme

**Guide to Compensation for
Inconvenience and Distress
(Household customers)**

Compensation for Inconvenience and Distress

We are all inconvenienced at times in our day to day lives and in our dealings with water or sewerage companies. Companies make mistakes but it would be unreasonable to expect compensation every time a mistake occurs. This Guide is to help you as a household customer understand the sort of things the adjudicators may consider in deciding whether to direct a company to pay compensation for the distress and inconvenience the company's actions have caused you.

Who is this guidance for?

This guidance is for customers of water and sewerage companies who are household, or residential, customers.

What is an award for inconvenience and distress for?

Awards for inconvenience and distress are not about how much you have lost out on financially as a result of your dispute. These awards are about recognising that the way in which the company has treated you and your complaint has had a personal impact. This could include:

- inconvenience – this might be not having access to a service, particularly if this happens over a long period of time or on more than one occasion. It could also be the time you have spent and the effort you have made to seek a resolution to the company's mistake (but this is not the same as the time and effort of making an application to WATRS itself).
- distress – including any anxiety, disappointment, embarrassment, upset or stress that you suffered as a result of the company's mistake; or
- the way in which the company handled your complaint, including whether or not it responded quickly and took your complaint seriously.

Who decides?

WATRS is an independent dispute resolution service. Your claim will be considered by an independent, professional, legally qualified adjudicator. The adjudicator will decide whether it's fair and reasonable to make an award for inconvenience and distress. Whilst they have the power to make an award up to £2500, most awards are in the region of £300.

How does an adjudicator decide the outcome of a case?

The adjudicator decides the outcome of a case on the basis of whether the evidence shows that it is more likely than not that:

- (1) the company has failed to meet the standard to be reasonably expected by the average person, and
- (2) the customer has suffered a loss as a result of that

You will only be awarded one or more of the remedies you have asked for if the adjudicator agrees that both of the above requirements have been met.

What will I have to prove in order to receive an award for inconvenience and distress?

You don't have to "prove" anything as such – when you make your application, just mention anything you think is relevant to tell the adjudicator about the effect that the company's mistake has had on you. We have some case studies to help to show you the type of things that the adjudicator will look at and a table setting out what are called "aggravating" and "mitigating" factors. But remember every customer and every case is different.

How will the adjudicator decide whether to make an award and for how much?

The adjudicator will consider whether it is fair to award this type of compensation. If the adjudicator decides that the company has acted unreasonably, they will then have to consider the impact that this has had on you – this could be moderate, significant, serious or very serious. The impact of the company's actions has to be more than just a minor inconvenience or upset. The table below sets out the scales that the adjudicator will look at when making a decision.

Scale	
Tier 1: moderate	Up to £100
Tier 2: substantial	£100 - £500
Tier 3: severe	£500 - £1,500
Tier 4: extreme	£1,500 - £2,500

How can I show the inconvenience and distress that I have been caused?

Adjudicators decide every case on the basis of the evidence that both you and the company have given to WATRS. Where you want to claim compensation for inconvenience and distress, you should explain – and where possible show - how you have been caused inconvenience or distress.

In some of the case studies below, adjudicators found that they had not been given enough detail or evidence to find in favour of the customer's claim for compensation. Where adjudicators find that insufficient evidence has been provided, they are referring to all kinds of documents that support a claim, such as:

- copies of correspondence between you and the company, such as letters and emails
- details of phone calls between you and the company, including dates, times and names of the members of staff you spoke to
- water bills you have been sent
- receipts for costs you have incurred
- photographs and videos
- pricing information
- any other relevant information that can help the adjudicator make a decision about your claim

If I make a claim, why is an award for inconvenience and distress not paid automatically?

The adjudicator will consider the information you have put into your application about how the company's actions (or failures to act) have affected you and anyone else in your property. Everyone is different and the impact of the company's actions may be different so in some cases it may be sufficient for the company to apologise or take some other practical actions to put things right.

Is an award for inconvenience and distress a fine or a punishment for the company for getting something wrong?

No, it's not a fine or a punishment. Instead, an award for inconvenience and distress is a way for the adjudicator to recognise that something went wrong and the company should have acted differently.

Can I claim for the cost of making a claim?

No, an award for inconvenience and distress is not about reimbursing or compensating you for any costs you incur in preparing or submitting your case to WATRS.

What if I am awarded something that is less than I asked for? Can I accept part of the decision?

No, you can only accept the decision in full or reject it in full. If you decide not to accept the decision it will have no effect. There is no appeals mechanism.

Case studies

These case studies are here to help you understand the type of awards that might be made but remember the

adjudicators will look at every application on a case by case basis and a customer's individual circumstances will be taken into consideration when deciding on any award. There are more case studies available [here](#). Two customers may experience a similar problem but one may have been caused a greater degree of inconvenience or distress than the other.

You should bear in mind that although an award of up to £2500 can be made, most awards are in the region of £300.

Tier 1: Moderate (up to £100)

Complaint: failure to explain a refund calculation

The customer (a small business) had been wrongly billed for both its own water usage and that of a residential flat above the business premises for five years. The customer raised a complaint about this to the company (the retailer), who agreed to provide a refund of £600.

Award – why?

- the company raised the customer's concerns with the wholesaler and represented the customer's interests in a determined and effective manner
- however, the company should have explained more clearly how the refund had been calculated
- for this single failure by the company, the adjudicator awarded **£50 for inconvenience**

Complaint: failure to respond and to explain a repair delay

The customer made a complaint to the company about a foul smell coming from a sewer at a neighbouring property. The company took two months to repair the sewer as it needed to obtain permissions to enter the neighbouring property. The customer complained about this to the company, and twice had to chase a response.

Award – why?

- the customer had to chase a response from the company on two occasions
- the company did not fully explain to the customer the reasons for the delay in repairing the sewer
- the adjudicator awarded **£75 for distress and inconvenience**

Complaint: failure to respond within published timescale

The customer's property was damaged by rising damp, which the customer believed to have been caused by a leak from the company's mains pipe. The customer claimed the cost of repairs to the property.

Award – why?

- the evidence did not show that the damage to the customer's property was caused by a leak from the mains pipe or a failure by the company
- however, the company had not provided a written response to the customer's letter of complaint within its published timescale of 10 working days
- for this failure, the adjudicator awarded **£20 for distress and inconvenience**

Complaint: damage to property

The customer said that a leak from a water meter fitted by the company had caused damage to a carpet and a mattress. The customer claimed £1936.91 for the cost of a new carpet and mattress and for his plumbing and heating costs.

Award – why?

- the water meter had leaked twice, but the evidence did not show that the leak caused the damage claimed by the customer
- the adjudicator awarded the customer **£50 for distress and inconvenience**

Tier 2: Substantial (£100 - £500)

Complaint: spike in water usage and poor customer service

The customer stated that there had been an unexpected spike in water usage at the property, which he believed to be caused by a fault with the water meter. The company had conducted several thorough diagnostic checks and had found no fault with the meter. When the customer complained to the company, the company gave incorrect information and failed to respond to a letter for 11 months.

Award – why?

- the meter was not faulty, the company had read it at regular intervals, and the bills accurately reflected the usage at the customer's property, so this part of the customer's claim was unsuccessful

- however, the company provided poor customer service in a number of ways
- as a result of the customer service failings, the adjudicator awarded **£200 for distress and inconvenience**

Complaint: sewer flooding and inconsistent information

A sewer at the customer's property flooded and caused damage. The customer asked for £4000 for the cost of repairing items in the home. When the customer complained to the company, it told her on several occasions that it would cover the costs claimed, but then later took the view that it would not, which caused the customer significant inconvenience and distress.

Award – why?

- the company could not have reasonably prevented the flood from happening, and it quickly resolved the flooding after it happened. Therefore, the company did not have to pay for the damage caused to the customer's home.
- however, the company had given the customer conflicting information throughout the complaint
- for the poor level of customer service, the adjudicator awarded **£300 for distress and inconvenience**

Complaint: incorrectly calculated leakage allowance

A leak occurred on the customer's water supply. The customer's wholesaler agreed to provide a leakage allowance, but the customer said that it was not calculated correctly. When the customer raised the matter with the company (the retailer), it did not put across the customer's arguments to the wholesaler in an effective way.

Award – why?

- the company's calculation of the leakage allowance was incorrect
- the company failed to properly represent the customer's interests to the wholesaler, resulting in the customer continuing to receive higher than expected bills without being able to properly dispute them for two years
- the adjudicator awarded **£350 for distress and inconvenience**

Complaint: disruption caused by works

The customer said that the company had failed to give notice before starting works outside his property, that the works carried out had caused inconvenience and that the contractors employed by the company had been abusive and had carried out works without a permit and without due regard to health and safety requirements. The sum of compensation claimed by the customer was £2,000.00.

Award – why?

- the works had a negative impact on the customer, and notice of the works had not been given to the customer
- the company's contractor had used inappropriate language during a visit to the property
- however, the relevant permits had been obtained by the company
- the adjudicator awarded **£200 for distress and inconvenience**

Tier 3: Severe (£500 - £1500)

Complaint: poor water supply

The customer said that there had been an unstable water supply at her property for ten years, which had resulted in intermittent water pressure and unpleasant odours at certain times. The company could not improve the water pressure at the customer's property, and had not offered the customer any solution or any compensation.

Award – why?

- the customer had been provided with a very poor water supply for ten years
- there was no evidence that the company had ever offered to pay any compensation
- the adjudicator awarded **£1000 for distress and inconvenience**

Complaint: billing errors over fifteen years

The customer said that the company had undercharged him for fifteen years and had then demanded payment of the arrears and instead of providing him with a customer service payment when it failed to answer a letter it had charged him £25.

Award – why?

- the company's charging errors had happened over a long period of time
- the customer would have suffered a severe level of inconvenience and distress as a result of being chased for arrears in error
- the adjudicator awarded **£700 for distress and inconvenience**

Tier 4: Extreme (£1500 - £2500)

Complaint: repeated sewer collapses and long repair delays

A sewer collapsed at the customer's property, which caused significant flooding at the property. The company took two months to repair the sewer, during which time the customer's property was uninhabitable. One month after the sewer was repaired, it collapsed again and this time the company took five months to repair it. The company accepted that it could have taken preventative action to avoid the sewer collapses having ever taken place.

Award – why?

- the company made the situation worse by doing a poor repair of the sewer, which led to the second flood
- the company took too long to repair the sewer
- the customer was unable to live in their home for seven months
- maximum amount of **£2500 awarded for distress and inconvenience**

Complaint: no access to disabled toilet for 3 months

The sewer to a neighbour's house had been damaged by a gas company in December 2014 but was not repaired by the water company until February 2015. The customer, who was disabled, was not able to use her accessible downstairs toilet until the sewer had been repaired. Between December and February the sewer next to the customer's property had to be emptied by tanker causing unpleasant smells around the customer's property. The sewer should have been emptied on a regular basis but the customer had to chase the company to make sure this happened.

Award – why?

- the company was too slow in repairing the sewer, taking over three months including over the Christmas period
- the customer was disabled and was left without easily accessible facilities
- the company provided very poor customer service throughout
- maximum amount of **£2500 awarded for distress and inconvenience**

WATRS compensation for inconvenience and distress		
	Mitigating factors (reducing the amount)	Aggravating factors (increasing the amount)
Nature of complaint	The company's failure to meet the standard to be reasonably expected is isolated and not part of a recurring pattern	Repeated failings experienced or failing occurred over a protracted period
	Few elements of the customer's complaint are upheld and/or the complaints are relatively minor (i.e. they do not represent a serious departure from the standards to be reasonably expected)	Numerous elements of the complaint upheld and/or the complaints upheld are of a serious nature
Impact on customer	No impact reported or impact not significant	Customer reports distress (at the time or ongoing), including anxiety and disappointment, potentially involving all those living in the affected property
	Distress or inconvenience slight	Customer reports inconvenience, including expenditure of time and/or effort that has resulted from the issues complained about
Company's response to the complaint	Evidence that complaint has been taken seriously (e.g. proper investigation, attempts to resolve expeditiously)	Lack of evidence that complaint has been taken seriously / insufficient investigation
	Tone of responses was constructive, empathetic and sincere	Tone of responses was unhelpful to the resolution of the complaint
	Attempts made to remedy at an early stage (e.g. sincere apology, steps to rectify)	Little evidence of attempts to remedy
	Responses were provided within a reasonable timeframe	Excessive or unexplained delays
	Action reported to prevent recurrence/improve services and/or identify shortfalls	Customer was required to take additional or unnecessary steps
	Evidence that the company has provided appropriate payments in line with Guaranteed Standards Scheme (GSS) and any relevant Codes of Practice	Little evidence that the company has provided the customer with such payments, or evidence that such payments were not provided in a timely manner
Customer's actions	Customer's approach created challenges (e.g. rudeness/aggressiveness, vexatious behaviour)	Customer observed complaints process and complied with requests for further information
	Delays in resolving the matter partly caused by customer	Delays caused by customer were communicated to the company and/or were reasonable