

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X720

Date of Final Decision: 1 February 2022

Party Details

Customer: The Customer

Company: The company

Complaint

The customer claims that the company has failed to install a new water connection within a reasonable period. Once the customer raised this issue with the company, it provided poor customer service and then refused liability. The customer is seeking the company to pay compensation of £1,500.00 to reflect the inconvenience and distress caused by the delay.

Response

The company admits a delay in installing the new connection caused by the change in service partner and the need for further traffic management. However, the work was still carried out within an acceptable timescale. Furthermore, any additional compensation for customer service failures is not appropriate as the company has already offered an apology and £150.00 as a gesture of goodwill regarding any service failures. The company has not made any offers of settlement.

Findings

I am satisfied the evidence points to the fact that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding the installation of the connection.

Outcome

The company shall pay the customer £150.00.

The customer must reply by 22 February 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company has failed to install a new water connection within a reasonable period.
- Once the customer raised this issue with the company, it provided poor customer service and then refused liability.
- The customer is seeking the company to pay compensation of £1,500.00 to reflect the inconvenience and distress caused by the delay.

The company's response is that:

- It admits a delay caused by the change in service partner and the need for further traffic management.
- However, the work was still carried out within an acceptable timescale.
- Furthermore, any additional compensation for customer service failures is not appropriate as the company has already offered an apology and £150.00 as a gesture of goodwill regarding any service failures.

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 another disadvantage as a result of a failure by the company.

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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 centres on whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning installing a new connection.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. Section 51 (2) of the Water Industry Act 1991 says work with excavation should be done within 21 days, where it is reasonably practicable.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that customer applied for a new connection on 14 January 2021. On 18 January 2021, the company processed the customer's application and booked a survey for 26 January 2021.
5. On 11 February 2021, following the survey, a quote for the new service was issued to the customer, and on 22 April 2021, the company received a completed checklist from the customer, which confirmed the customer was now ready for the service to be installed.
6. I understand that the company will not proceed with an application for a new connection until the completed checklist has been returned and processed. On 28 April 2021, the company raised the relevant job for its service partner, **XX**, to install the new connection. On 8 June 2021, **XX** advised the customer that works were planned to commence on 16 June 2021.

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7. On 16 June 2021, **XX** attended the site. However, it was unable to complete the planned work due to required further traffic management. On 22 June 2021, the company contacted the customer to explain why the work did not occur on 16 June 2021. I understand that the company informed the customer that it would be in touch to confirm a new plan date shortly.
8. On 25 June 2021, the company contacted the customer to advise that due to a change in its service partner from **XX** to **XX**, a new plan date would need to be provided by **XX** once the changeover had taken effect. **XX** advised the customer that the new planned install date would be 25 August 2021, and the evidence shows that the new connection was completed on this date.
9. Concerning whether the company installed the new connection within a reasonable period, Section 51 (2) of the Water Industry Act 1991 says work with excavation should be done within 21 days, where it is reasonably practicable. However, it should be noted that this is not a guarantee.
10. As shown by the company's response documentation, it was not until 22 April 2021 that the company received a completed checklist from the customer, which confirmed the customer was now ready for the service to be installed. The evidence shows that on 28 April 2021, the company raised the relevant job for its service partner, **XX**, to establish the new connection.
11. However, it was not until 8 June 2021 that **XX** advised the customer that works were planned to commence on 16 June 2021. The evidence shows that the works were further delayed due to further traffic management being required and a change in the company's service partner from **XX** to **XX**.
12. Whilst I sympathise with the customer's position regarding the additional delays, I find that I agree with the company's position set out in its correspondence that the 21-day period as set out Section 51 (2) of the Water Industry Act 1991 or the 15 days set out within the company service terms are not guaranteed. I note the various issues the company had regarding traffic management and its service partners. However, as evidenced by the timeline set out within the company's defence documents the company, the time of 125 days from receiving the checklist to install the new connection was, in my view, longer than what would have been reasonably expected by the average person. Therefore, I find the company failed to provide its services to the customer to the

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standard to be reasonably expected by the average person regarding the length of time to install the new connection.

13. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had explained the reasons why the works were further delayed due to further traffic management and its change in service partner from **XX** to **XX**.
14. However, the company states that as a goodwill gesture, it apologised and offered £150.00 to recognise the perceived connection delay and any perceived failings in customer service. On careful review of all the evidence, I find that I am satisfied that the monies offered by the company does adequately compensate the customer for the inconvenience and distress incurred due to the prolonged installation period and any perceived failings in customer service. Therefore, I direct the company to pay the customer £150.00.
15. The customer has made comments on the preliminary decision regarding traffic management, the delays to the connection and the poor customer service received. Having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision. However, I have made some amendments to the wording to clarify some of the points made.
16. Considering the above, I find the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the installation of the connection. Furthermore, I find that I am satisfied that the £150.00 offered by the company does adequately compensate the customer for the inconvenience and distress incurred due to the prolonged installation period and any perceived failings in customer service. Therefore, I direct the company to pay £150.00 to the customer.

Outcome

The company shall pay £150.00 to the customer.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 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.



Mark Ledger FCI Arb
Adjudicator

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