

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X817

Date of Final Decision: 12 March 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer says the company's contractors trespassed on his property and damaged his fence. He is also unhappy with the customer service provided and questions if the company's goodwill payment was sufficient. He claims for the company to review the customer service provided to him and increase its payment, he also wants it to pay him for the damage to his fence. He seeks compensation of £225.00.

#### Response

The company denies its contractors trespassed or damaged the customer's fence. It had paid the customer £20.00 for a delayed response and £90.00 for customer service issues which it considered reasonable. It denies the claim.

#### Findings

The allegations of trespass and criminal damage are outside the scope of WATRS. In regards to customer service issues only, the evidence does not show the company failed to provide its services to the standard to be reasonably expected.

#### Outcome

The company does not need to take any further action.

The customer must reply by 20 April 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

### **The customer's complaint is that:**

- An officer of the company trespassed onto this property and caused damage to his fence.
- The company delayed inspecting the fence for 5 months and have denied the damage was caused by their officer.
- He is also unhappy with the company's customer service. It has paid him £90.00 as a goodwill gesture for its delay in complaint handling and the attitude of staff during a phone call. However, he wants WATRS to review the customer service and consider if a higher payment is warranted.
- He claims for the company to review the customer service provided to him and increase its offer, he also wants it to pay him for the damage to his fence. He seeks compensation of £225.00.
- In comments on the company's response the customer disputed its denial of trespass and damage. He said the customer service was very poor and he spent a long time on hold during calls to the company at his expense.
- In comments on a preliminary decision the customer maintained the company damaged his property. He said the five months' delay visiting his property was evidence of poor customer service as was a data breach.

### **The company's response is that:**

- It denied the allegations of trespass and damage.
- It acknowledged it was late responding to CCWater and paid a £20.00 credit to the customer for this in line with its Customer Guarantee Scheme.
- It also gave the customer a £90.00 goodwill gesture; £70.00 for the time take to provide a final response to his complaint of damage and £20.00 as he felt its staff member was rude during a phone call.
- It denied the claim.

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## 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.

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. The customer's claim that an officer of the company trespassed onto this property and caused damage to his fence is a criminal allegation. I cannot adjudicate upon this in accordance with section 3.5 of the WATRS scheme rules. I can however consider the claim regarding poor customer service.
2. On review of the call records and correspondence provided by the company, I note the customer contacted the company in July 2021, but the company did not have enough details to proceed. The company received details of the customer's complaint in August 2021. The company then made attempts to contact the customer by phone to discuss his complaint and spoke to him in September. It initially asked for quotes for the cost of repairing his fence and then asked him to complete a claim form. It received the claim form in October and within a month asked the customer for further evidence to substantiate his claim. The documents show there were further exchanges between the customer and the company, with the company continuing to seek further evidence. In December 2021 the company confirmed it had denied the claim in the

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absence of such evidence. In late December its contractors assessed the fence and also denied the claim.

3. On review of the company's handling of the complaint I acknowledge the whole process took a number of months, however I do not find that was because of any undue delay by the company. I find the evidence does not show that the company failed to provide its services to the standard to be reasonably expected in this regard. I therefore consider the company's goodwill payment of £90.00 was appropriate and that no further sum is due in this respect.
4. I acknowledge the customer's comments that there was a five month delay in the company visiting his property. However, the company was not obliged to visit the customer's property. It communicated with the customer within a month on each occasion and made clear the evidence it needed to accept a claim from the customer. There is no evidence that shows it needed to visit his property as part of its consideration, within a certain timeframe or at all.
5. In regards to the customer's comments that he was on hold for long periods of time, I cannot consider new matters raised during the comment stage. However, I will note that while being on hold is a cost and inconvenience, it is unlikely to amount to a failing by the company to provide its services to the standard to be reasonably expected.
6. The customer did not complain of a data breach in his claim to WATRS. In any event, under WATRS rule 3.4.1 I consider any such complaint would be better dealt with by the Information Commissioner's Office, which is the more appropriate forum for such concerns.

#### **Outcome**

The company does not need to take any further action.

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## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 April 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**

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