

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X868

Date of Final Decision: 11 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims that the company incorrectly charged a Traffic Management Fee when installing a new water connection to the customer's property. The customer is seeking the company to refund the Traffic Management Fee and pay compensation for the additional delay and costs incurred.

Response

A road closure was required for the customer's works to comply with the New Roads and Street Works Act 1999. The road closure requirement resulted in a three-month delay for the customer's new water connections to be laid as the permit for this needed to be authorised by the Highway Authority. The company accepts there were some delays in answering some of the customer's questions and has offered a goodwill gesture in light of this. However, this offer has been declined. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not fail to provide the customer's services to the standard reasonably expected concerning the Traffic Management Fee. However, I find that there are failings in customer service for which the customer has not been adequately compensated for.

Outcome

The company shall pay £80.11 to the customer.

The customer has until 4 May 2022 to accept or reject this decision

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Case Outline

The customer's complaint is that:

- The company incorrectly charged a Traffic Management Fee when installing a new water connection to the customer's property.
- The customer is seeking the company to refund the Traffic Management Fee and pay compensation for the additional delay and costs incurred.

The company's response is that:

- A road closure was required for the customer's works to comply with the New Roads and Street Works Act 1999.
- The road closure requirement resulted in a three-month delay for the customer's new water connections to be laid as the permit for this needed to be authorised by the Highway Authority.
- The company accepts there were some delays in answering some of the customer's questions and has offered a goodwill gesture. However, this has been declined.
- Accordingly, no further sums are due.

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.

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.

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How was this decision reached?

1. The dispute centres on whether the company should refund the Traffic Management Fee paid by the customer as part of a new water connection.
2. The company must meet the standards set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991. In addition to this, where works will affect the road infrastructure, the company must comply with the New Roads and Street Works Act 1991.
3. The company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Guaranteed Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that on 9 May 2020, the company received an application for a new water connection from the customer. The company provided the customer with two quotes for two new water connections. The evidence shows that both quotes included a Traffic Management Fee of £1,522.50.
5. On 15 July 2020, payment was received for the second quote, and the company commenced the inspection works to lay the new connection on 2 September 2020. The evidence shows that a permit was granted for traffic management to be in place for the period 23 to 29 September 2020.
6. However, on 28 September 2020, the company contacted the customer to advise that the new connections were currently on hold as its contractor required a manager to attend the site on the advice of the Highways Agency to confirm whether a road closure was needed as the site was located on a blind bend on a high-speed road. I understand that the Highways Agency required a road closure due to where the contractors would be working being next to an impact barrier, which could lead to an increased risk to life in an accident.
7. I understand that following the Highways Agency's requirement to close the road, various discussions took place between the customer, the company and the Highways Agency, resulting in a road closure permit being eventually granted for 11 to 15 January 2021. The evidence shows that the new connections were installed on 14 January 2021.
8. On 1 February 2021, the customer contacted the company to complain about the delay with the new connection and the need for the road closure. The company's position was that the road

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closure was required for the works to comply with the Street Works Act 1999. The company was of the view that when it attended the site, it was found that the customer had brought his pipework to a dangerous location onto a blind bend on a busy major road and close to a barrier. This meant that the area where its contractors were working increased the risk of a traffic collision, and a full road closure was necessary for its contractors' safety and to install the new connections.

9. The customer was unhappy with the company's position as he believed that he had brought the services to the location as set out in the company's pipework map and no road closure was necessary. The customer progressed matters to CCWater in July 2021 to resolve, which resulted in the company maintaining its position and offering a goodwill gesture of £80.11 for the delay in its responses when trying to resolve the matter. On 10 February 2022, the customer was still of the view that he was being unfairly treated by the company regarding the Traffic Management Fee and commenced the WATRS adjudication process.
10. As to whether the company should refund the Traffic Management Fee paid by the customer as part of a new water connection, the evidence shows that a full road closure was necessary for the company's contractors' safety rather than purely to install the new connection. I note the customer's comments that a full road closure was not necessary to install the new connection as he had laid his private pipe based on the network map provided by the company and it was located on his land behind the armco barrier.
11. While a full road closure might not have been necessary to install the new connections as it was behind the armco barrier, I still find it reasonable that the road be closed for health and safety purposes to protect the workforce, whichever side of the barrier they were working. This view is supported by the Highways Agency's requirement that the road be closed due to the connections having to be made on a blind bend on a busy major road and close to a barrier.
12. Whilst I sympathise with the customer regarding the delay due to the need for a road closure, I am of the view that the delay was outside the control of the company, and the company took appropriate action quickly as it could considering the circumstances to minimise the delay, such as requesting the permit dates to be moved forward to install the new connections.
13. Considering the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its road closure or the Traffic Management Fee. Accordingly, this aspect of the customer's claim does not succeed.

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14. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately justified why the road needed to be closed. I note that the company accepts it provided poor customer service when it failed to respond promptly to all the customer's queries during the delay awaiting the road closure and offered £80.11 to recognise the failings in customer service. However, I understand that the customer has not accepted this offer. 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 company's failings in customer service. Therefore, I direct the company to pay the customer £80.11.

15. The customer has provided comments in response to the preliminary decision concerning the location of his services and the road infrastructure. Having carefully considered each aspect of the customer's response I find that they do not change my findings, which remain unaltered from the preliminary decision.

16. Considering the above, I find the evidence has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its Traffic Management Fee, nor has it shown the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied that the £80.11 offered by the company adequately compensates the customer for the inconvenience and distress incurred due to the company's failings in customer service. Therefore, I direct the company to pay £80.11 to the customer.

Outcome

The company shall pay £80.11 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 May 2022 to accept or reject this decision.

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- 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.



Mark Ledger FCI Arb
Adjudicator

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