

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X785

Date of Final Decision: 5 May 2022

Party Details

Customer:

Company:

Complaint

The customer, who is disabled and vulnerable, complains that the company failed to investigate his complaint that his water supply was contaminated and did not take water samples until after it had replaced a defective boundary box approximately two months later (despite telling the customer that these were taken before the replacement). He says that he suffered from dysentery and distress and inconvenience due to the company's very poor service, including poor customer service in which he was insulted about his disability. He asks for an apology and compensation of £10,000.00.


Response

The company says that when the customer reported a complaint, the description of the water was not such as to suggest a serious issue. The company would normally recommend that customers should take steps themselves to remove cloudiness from the water but agreed to carry out a flush of the customer's system to resolve the problem because the customer is disabled. When the technician tried to do this, it was discovered that the boundary box needed to be replaced. At the request of the customer the company took water samples from inside the customer's home which on testing showed that the water was within a normal range and the boundary box was later replaced. Samples taken then were also normal. The company has made a goodwill payment to the customer of £50.00 for failings in its customer service.

Findings

The evidence does not support a finding that the water was contaminated or that this caused the customer to suffer from dysentery, but the company failed in its customer service in that it did not carry out the promised flush of the customer's system for more than one month after he had made a complaint of contaminated water. As the agreement to carry out a flush was because the customer could not carry out the usual steps that could be taken by a fully able person in 30 minutes, this fell short of expected standards and would have led to distress and

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inconvenience on the part of the customer. Additionally there were other failings in customer service in the management of the customer's complaint.

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Outcome

The company needs to take the following further action:

1. Pay compensation of £275.00 to the customer; and
2. Apologise in writing for the shortfalls in service found below.

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Case Outline

The customer's complaint is that:

- The customer experienced cloudy and rusty water. When he first reported the issue with the cloudy water, the company did not offer to test the water before undertaking the repair. As a result (whilst waiting for the repair); he drank unsafe water which caused him to be sick (he says he suffered from dysentery). The customer is unhappy with the delay in testing the water.
- The customer says that he has also received poor service whenever he has called the company after the problem arose in July 2021. He is particularly unhappy with the call he made on 10 November 2021 where he was told he had to put his complaint in writing. When he said he was unable to do this due to disability he was told that it was his choice not to write the company a letter; the customer responded that it is not his choice to be disabled.
- The customer believes that there are still issues with the water sometimes being cloudy and it sometimes has low pressure.
- During one phone call the customer said he would not pay his bills until the issue with the water was resolved and he was promised that he would not be called about this because it causes him anxiety. This promise was not kept as the customer started getting debt collection calls which caused him anxiety.

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- The customer disputes the accuracy of the company's stage 1 response. He says the company did not just replace the boundary box but also replaced the rusted tap which sits inside the box and changed the pipes. All water goes through this tap, and it was rusted. The first engineer dug holes in his and neighbours' garden and removed the lid (which was already off) and removed contaminated soil (which contained cigarette butts, crisp packets, etc) and it was only after this that the boundary box / tap was changed, and water was tested. Therefore, the customer believes that the delay in action / testing led to him drinking unsafe water for much longer than he would have, had action been taken earlier
- At the very minimum the customer feels the calls from 16 July, 5 November, 8 November and 10 November 2021 should be listened to, as what was discussed during the calls would provide a full understanding of his concerns.
- The customer would like an apology and compensation of £10,000.00.

The company's response is that:

- The customer contacted the company on 16 July 2021 to discuss his concerns about the quality of water at his home. The company's operations team contacted the customer to discuss the issue and to offer some assistance to resolve it. Based on its initial discussions with the customer, it appeared to the company that the water issues were not serious, and the company offered the relevant information to clear the problem. The customer continued to contact the company as he was not happy with the assistance and believed the water was making him poorly. The customer wanted his water tested.
- The company arranged for a technician to attend and take samples from the external stop tap outside the property as per its process. On arrival the technician found the external stop tap was not working so arranged for a new boundary box to be installed. The new boundary box installation was required to allow for a standpipe to be used to collect the samples. Samples could not have been collected without it. Prior to completion of this work, internal samples were taken to help reassure the customer. Once the new boundary box was installed, samples were taken and came back as satisfactory.
- The company provided the customer with the results of the samples. He remained unhappy as he felt the samples were only taken once the new boundary box had been installed.
- The customer has not accepted the company's explanation, has continued to query the quality of the water and has requested compensation for the way in which his concerns have been addressed.

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- The company is confident that the water it has been providing is wholesome and meets its regulatory obligations. Both internal and external samples came back as the company would expect.
- The customer has been through Stage 1 and 2 of the company's complaints procedure and the customer was offered and paid £50.00 as a gesture of goodwill for service failings.

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.

I allowed an extension for the customer to make comments on my Preliminary Decision and he has made these in two "Over the Phone" calls with WATRS. I have taken these calls into account although I have not changed the outcome I reached in my Preliminary Decision. Where I have not made a change that the customer would have liked me to address, it does not mean that I have not considered this but that I think that it is unlikely to have made a change to my view.

How was this decision reached?

1. This application focusses on the adequacy of the company's response to the customer's complaint to the company about the quality of his drinking water. The company has responded to the customer's application but, initially, the company's defence bundle (referred to in its response) was not supplied by the company. This was at my request rectified by the company and the defence bundle was uploaded to the dispute resolution system on 16 March 2022.

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2. I find from the documentation submitted by both parties that the following occurred:

- On 16 July 2021 the company was told by the customer that the water was “a reddy, rusty colour” and had been so since October 2020 when he moved into the property. The customer was said not to be the subject of “special conditions”. This information was given to the billing team, which relayed it internally to a water quality team.
- When the company’s water quality team called the customer on the following day, he said that the water was cloudy, that the cloudiness did disperse but took some time and left white bits in the bottom of the glass. He said it was very bad when the hot tap was used. When he washed up the water left a red residue. The company’s job notes state:

gave safe advice for air and hardness, can't locate the isst, and is disabled so will struggle. have advised I will arrange to flush the system. and will email leaflet for hardness

The company’s response to the customer’s application to this Scheme confirms the account note that because the customer is disabled, the company offered to flush his service. In its response, the company also says that flushing the system was the quickest way to resolve the issue because taking water samples would have meant more than 10 working days’ wait for the results to come back from a laboratory.

- The company attended the customer’s home to carry out a flush on 28 August 2021 when it was discovered that a new boundary box was required.
- The company says that the customer did not request internal samples until 8 September 2021. An internal sample was collected on 10 September 2021 which is not normal company practice. The company says that the sample results came back within current regulations. In its defence bundle, the company has submitted a copy of the test results and I find that these show test “passes”. The customer says that the samples were not taken until after the boundary box replacement had been completed.
- This work was carried out between 17 and 19 September 2021. The customer says that the hole was surrounded by rubbish. The water was decontaminated by the rubbish being pulled

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out of the hole and the stop tap was replaced. The customer says that workman who attended said that it was a known thing that “all of the taps need replacing”. The customer says that when he stated he had dysentery, the contractor said ‘is that from the rust or the lead?’. The company initially said that the stop tap had not been replaced but has later said that the account notes do not show whether this was replaced or not.

3. I am mindful that rule 3.5 of the Scheme rules prohibits me from considering disputes about water quality legal standards or matters that are being investigated by the Environment Agency or the Drinking Water Inspectorate. There is no evidence, however, that the customer’s complaint has been referred to either of the above official bodies and, although the customer says that his drinking water has made him ill, he has not made reference to any legal standards. The complaint has been through the company’s stage 1 and stage 2 complaint processes and I find, therefore, that I can consider the customer’s claim.
4. I remind the parties, however, that adjudication is an evidence-based process. Where a claim or assertion is not supported by relevant evidence, I may not be able to find that the claim or assertion can be proved.
5. I turn now to the customer’s specific concerns. In doing so, I am mindful that the customer has asked that certain calls be listened to. The company has said that the call recordings are not available because these are kept for only 30 days. The company has been able to listen to that of 10 November 2021 and there is a written summary of this call in the correspondence. There is also a detailed record of a call with “Donal” on 8 November 2021 but no recordings or detailed summaries have been provided of the other calls. Because the company says these are not now in existence and there is no evidence to the contrary, I have not directed that these be supplied to me.

No test before the repair

6. The company says that when the customer contacted the company, he did not describe the water in a way that caused the company to believe that there was a risk of serious contamination such that the company needed to attend immediately. The company says that cloudy water can be caused by air in the water and the company will normally ask customers to turn their internal stop tap 4-6 times whilst the supply is still running. I am also mindful that the presence of rust in the

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water, particularly when it is found in hot water, can also be consistent with aging internal pipework and cylinders rather than a problem in the assets maintained by the company. No evidence has been submitted that this is harmful and the account notes for 16 and 17 July 2021 do not record that the customer said that he was suffering from dysentery. I find that it is likely that if this had been said, it would have been sufficiently striking a concern to have been recorded by the company in the account notes. I therefore find that the company was not told at this stage that the customer was suffering from dysentery, only that he was suffering from physical disabilities.

7. However, I also find that at this early stage in their discussions, the company failed to make a response that would reasonably be expected by an average customer. In reaching this conclusion I am mindful that:
- Although the customer's concern appears to have been raised via the company's billing team, the fact that he raised the issue at all is likely to have reflected a worry on his part that there was something the matter with his water. Notwithstanding that I have found above that at this stage the customer had not told the company that he was suffering from dysentery (or any other form of digestive tract problem) it is a reasonable inference that the customer wanted help in interpreting and resolving his worry. The company sent the customer a leaflet about hardness in the water and was given "safe advice" about air and hardness and was also told that the company would carry out a flush.
 - This did not happen for a long time.
 - The step that the company says that it would normally recommend to resolve cloudy water involved turning the internal stop tap on and off. I find that this is the sort of action that could be carried out by an able-bodied customer within a short period, possibly no longer than half an hour, after a call with the company had ended. Because the customer was disabled, however, which the company acknowledges in its account notes, the company knew that the customer was unable to carry out this simple action.
 - I find that the company did not prioritise the flush of the customer's pipework. Although the company raised a work order for flushing to take place on 17 July 2021, the account notes state that this said merely:

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DST please flush to below 1 NTU

- There is no evidence that any further information was given, which would indicate that “DST” may have been unaware that the customer had expressed an anxiety about his water or that he is disabled and was unable to put his mind at rest about cloudy water by taking action himself. As a consequence, no technician attended for approximately six weeks, in which time, I find, the customer would have continued to worry about the safety of his water, especially as he says he became ill at some point. Initially the customer said that his illness lasted approximately two months but in response to my Preliminary Decision he said he was unwell for 9 or 10 days.
 - I find that worry on the customer’s part was foreseeable by the company even though the company was not aware that the customer had contracted dysentery. I further find that an average customer would not expect the company to leave a customer worried about his water quality in a state of uncertainty for so long a period.
 - Moreover, although the company says in its response to the application that it dismissed the possibility of taking a sample at this initial stage as likely to take too long to process (although this thinking is not recorded in the account notes), this indicates that the company did not envisage a six week delay, but on the other hand took no adequate steps to ensure that it did not happen.
 - I find that it would have been a reasonable adjustment on the part of the company to prioritise the flushing of the customer’s pipes and an average customer would have expected the company to have done this. As, however, it did not happen I find that the company failed to supply its services to the expected standard.
8. Furthermore, when the company attended on 28 August 2021 and found that the boundary box needed to be replaced, there was a further delay. No steps appear to have been taken before 8 September 2021 when the customer contacted the company and, according to the company, explained that he had been in and out of hospital suffering from dysentery. In his response to my Preliminary Decision, the customer said he was not in hospital for dysentery, but in any event, the company recorded a “change in severity / information update” on 9 September 2021 and asked for permission to take an internal sample. Thereafter the boundary box was replaced on 17 to 19

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September – a further delay of about three weeks. The customer says that this included the tap which was leaking and I find that although the company does not acknowledge this, replacement of the boundary box probably included replacement of the tap. Although the customer says in his response to my Proposed Decision that "...the whole situation revolves around the tap and the rust and the tap was rusted through a can be seen by the photos and the job list", as indicated below, I do not accept that the question whether the water was contaminated can be proved by this assertion: I find that it does not follow from the fact that the tap was replaced (whether it was leaking or not) that the water inside the customer's pipework was contaminated in some way as a consequence.

9. I have also taken into account the customer's comments on my Preliminary Decision including his suggestion that I should "look into the science of pipes rusting", but I find that there is no evidence that rust causes illness and the question as to whether there was other contamination in consequence of the rubbish found in the vicinity of the boundary box I find is not proved. The customer says that "the stuff was in there and packed in quite densely the water did not seep away" but, as indicated, there is no evidence supporting this. The poor state of the boundary box and tap is not evidence of contamination and in the absence of any supporting evidence, I do not infer that this would have led to any form of cross-contamination.
10. In respect the taking of a sample on 10 September 2021, there is a dispute. The company says that an internal sample was taken from the customer's tap inside his flat and sent for testing. The results were given to the customer on 24 September 2021, which was after the boundary box had been replaced. It is clear that the samples related to a test on 10 September 2021. The customer denies that there are in existence test results showing that the water was wholesome, because he says that the test results do not relate to 10 September 2021.
11. The company has submitted a schedule of results headed "Samples results from internal testing on 10 September 2021" which looks like a result sheet from an official testing report but there is no account note by a technician stating that a test was taken on 10 September 2021. The customer also acknowledges in his submissions to me that a technician attended on that date. He says:

In September, the company finally sent someone out to test the water, however they said they needed the shroud removed before testing the water quality despite testing it from within his flat. The rubbish on the photo was in the hole, and the metal thing is

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a foot or two higher than it was, as the shroud was not attached to the tap as both the tap and shroud had rusted away.

12. I find that it is improbable that the company carried out, as the customer indicates, sampling in his flat and then submitted for testing samples taken 7 days or so later and there is no evidence that a sample was taken at the boundary box on 10 September 2021. The company's staff would have no reason to give incorrect information about the sampling and it seems unlikely that a mistake would have been made in the handling of the sample. The customer has put forward no supporting evidence for his allegation that the sample submitted for testing was not taken on 10 September 2021, save that the sample did not show that the water was contaminated.
13. I have taken into account that on 8 November 2021 "Donal" appears to have told the customer that the request for sampling was not received until after the boundary box had been replaced. I find that this is not consistent, however, with the evidence submitted by both parties. I find that Donal was wrong about this. This was misinformation that fell below the expected standard and would have increased any level of mistrust that the customer felt about the company. Nonetheless, my conclusion is, on the basis that the company made an appointment with the customer to carry out internal sampling, attended his property, went into the customer's flat to do so and subsequently reported test results to the customer and submitted a schedule in the adjudication, that the company did take a sample on 10 September 2021, before the boundary box was replaced and that the test results submitted by the company in the adjudication are likely to be those for the date that sample was taken.
14. It follows, therefore, that on the basis of the evidence submitted, I find that the company did not tell the customer incorrectly that sampling was carried out before the repair when it was not. However, for the reasons explained above, I find that the company did not provide its services to the expected standard in relation to the length of time that it left the customer in doubt about whether the water was safe and in misinforming the customer on 8 November 2021 about the timing of sampling.

Poor service / complaint handling

15. The customer says that he and the company had 37 telephone calls about this issue in total and there were 10 phone calls regarding his complaint, first raised on 27 September 2021. The

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customer wishes his bill to be cleared as he does not want to pay for contaminated water. He however has stated to CEDR that it is inappropriate and unprofessional to be asked to state the level of compensation he is requesting due to his not being a lawyer or a doctor. The customer says he has been lied to on the phone and the company has caused him to have lots of physical pain for months and to be on morphine daily. The customer states that he was told his disability is a choice, which he says is disgraceful, especially as he has been compensated only in the sum of £25.00 for this. Therefore, the customer would like to request £10,000 for the inconvenience. The customer states it is very unfair that the application form should ask him what his health is worth.

16. The first part of the customer's concern about the company's complaint handling therefore concerns the company's response to the primary issues, namely as to sampling and to his allegation that he has been made ill by the water. I have dealt with the question of sampling above.

I now turn to the customer's contention that he has been made ill by contaminated water.

17. As to this, while I note that the customer says that he was in and out of hospital and that his illness continued for 8 or 9 weeks, I note that he was asked by the company to provide a doctor's note on 11 October 2021, and he has not done so. As the diagnosis and potential origin of illness is a medical and scientific matter, adjudicators usually require beliefs of this type to be supported by medical or scientific evidence or there must be an incontrovertible connection between the cause of the illness and the symptoms experienced. I find that the customer has not submitted such evidence and I cannot therefore be satisfied that the cause of the customer's illness was the company's water supply. I take into account that:

- The customer has submitted some evidence that the boundary box was left open below ground and that it was found to be surrounded by rubbish when the company attended.
- The customer has referred to a large area of black mud surrounding the box at the time when the change was made.
- There is also a dispute as to whether the company changed the stop tap and surrounding pipes as well as the boundary box. The customer says that the water pressure was low before the replacement and only increased once the company had changed the tap, due, he says, to there being holes in the tap. The customer says he

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would turn his internal tap all the way up, and the water would still only trickle out, whilst once the boundary box was replaced it was like a power shower'

18. As indicated above, I find that these matters do not establish that the water was dangerously contaminated even if, prior to September 2021 the customer's stop tap was leaking, perforated or blocked.

19. However, I do find that the company's customer service has been substandard in relation to this issue, not least because the company has repeatedly maintained that it did not replace the stop tap. I note, however, that in its final letter to the customer dated 8 December 2021 in which compensation of £150.00 was offered, the company was not able to say whether the stop tap had been changed or not. I find it to be likely that the stop tap was changed because it was the old-fashioned nature of the stop tap which had prevented the samples from being taken on 28 August 2021 and the company says that it took samples at the boundary box following installation. As the customer had relied upon the change of stop tap as part of his justification for alleging that the water had been contaminated, I find that the company's failure to address this issue conclusively several months after the event, fell short of the reasonable expectations of a customer making a complaint to the company.

20. Finally, the internal test result taken by the company demonstrates, I find, that the water was not contaminated as at 10 September 2021. It follows that I find that the customer has not proved this aspect of his claim but for the reason stated above, I find that the company's complaint handling in relation to this dispute was not to the expected standard.

21. The customer complains further that:

- he was insulted over the phone by the company because he was told it was his choice for not being able to write.
- Additionally, his manager call back was not with a manager, but a manager was in the background telling someone else what to say.

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- In the previous week there had been multiple phone calls, and he was told he would receive a call back from another manager on the Monday who would look through the case beforehand. The customer did not receive a call back so had to contact the company.

Insult

22. The customer says that he was spoken to in a way which ignored and challenged him in relation to his disability, namely in respect of his statement that he would not be able to write a letter of complaint. This alleged rudeness is said to have happened on 10 November 2021.
23. The company has listened to the call and it has acknowledged that there was some “overtalking” which it blames on its communications system. The company has also stated that its agent could have handled parts of the call better. It has explained that this has been fed-back to the agent and further training and ongoing coaching will be provided. Despite listening to the call, however, the company has not stated what words were used and whether the customer was in fact blamed for lack of physical ability. As this was material to the customer’s complaint, I find that the company’s failure to comment on the precise words used is likely to mean that words to that effect were said to the customer. I agree with the customer that a goodwill payment of £25.00 does not adequately recognise the distress that such a remark is likely to have caused.

Calls back

24. The notes support the customer’s understanding that there were two occasions where promises were made to the customer in respect of his communications with staff members. Overall, it is clear from the company’s account records that the customer was frustrated by the number of times that he had to call the company and explain himself and on two occasions, the company made promises of contact that were not kept. On one occasion, the customer was promised a call back by a manager, but the agent to whom the customer had spoken returned the call at the direction of a manager. On another occasion, the company told the customer that there would be a call back by a manager after the weekend, but again this did not occur.
25. I find that an average customer would reasonably expect the company to make calls back that were promised, particularly, I find, when the company was dealing with a customer who was disabled, unable easily to correspond in writing and, by the time that the complaint was made,

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also was known to be suffering from an illness for which he was prescribed morphine. I find that the company failed to provide its services to the correct standard in this regard.

Call recordings

26. The customer says that the company offered the customer £150.00 because it said it could not listen to the phone call recordings as more than 30 days had passed. The customer says that the things the company was telling him “were completely back and forwards” because in the company’s response it told the customer it had listened to the calls, but over the phone the company said it was not possible after 30 days. The customer feels that the company put him off for so long that the 30-day time period passed so it was no longer possible to listen to the calls and asks why the company did not listen to these from the outset. He says that it is confusing to know which calls were listened to and which ones were not.
27. As indicated above, the company has listened to the call recording of 10 November 2021 and there are detailed notes of the call on 8 November 2021. I do not find that the company would be reasonably expected to listen to all the call recordings merely because a dispute had arisen except where, as on 10 November 2021, an allegation was made that a staff member had said something inappropriate to the customer. In any event, I find that the customer’s complaint was raised more than 30 days after the first call on 16 July 2021.
28. However, I do note that on 5 January 2022, the company said that it had listened to the calls and that the company “would love to be able to provide you with a copy of all the calls” but it only keeps calls for 30 days and these are for training and monitoring purposes and are not supplied to customers. The customer says that this meant that the company had waited for 30 days and so that it did not have to listen to the calls but I find that this meant, as explained above and set out in the company’s response to the customer’s application to WATRS, that call recordings were not available rather than that they were available and had been listened to but were not for customers’ use. I find that the company meant that the call on 10 November 2021 had been listened to by the agent’s team leader, but I find that this letter is somewhat ambiguous and, in the circumstances, a customer would not reasonably expect this. I find that the drafting of this part of the company’s letter of 5 November 2021 was a shortfall in its service provision, but it was, however, a relatively minor one.

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Water still cloudy and pressure issues

29. The customer says that the cloudiness is still there despite it being hard water “meaning the customer does not trust the water or the company”.
30. The company says that pressure checks have been undertaken in the area. The pressure logger dropped between 14 and 28 September 2021 but has been stable since then. The company says that no area or network issues have been reported to it.
31. As to this, I find that there is no evidence of contamination of the water supply currently, and the customer’s complaint is inconsistent with his assertion that contamination was caused by rubbish surrounding the boundary box which was removed when the boundary box was replaced.
32. The company has accepted that there has been one drop in pressure and that cloudiness in the water is not necessarily abnormal. I find that there is no evidence that there is a continuing problem with the water.

Debt collection activity when account was on hold

33. The customer complains that he was told that calls would be put on hold until his complaint about water quality was resolved but in fact he received debt collection calls even though he had a payment plan.
34. The company says that the customer called the company in September 2021 to cancel his direct debit payment plan that he had in place because of issues with the water supply. The company says that its billing section advised the customer that the balance would be due. It states that the first outbound call regarding the balance of £226.24 was made on 12 November 2021 to try and help further debt recovery from taking place. The company says that a grace period until 10 December 2021 was placed onto the account. The company says that if the customer does not pay his water bills, the debt recover process will continue.
35. I note that the company has not confirmed that the customer requested that he should not receive calls and I note that on 1 October 2021, the customer complained that the company had taken a direct debit payment despite cancellation of the plan. This is consistent with the company’s

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understanding that the customer had asked for compensation on 27 September 2021 and cancelled the direct debit arrangement (even though the company did not abide by this). In the Stage 1 response, however, that company indicates its willingness to record that the customer suffers from anxiety but it does not agree to stop debt collection activity. That remains its position.

36. I find that at a stage where a company had not agreed that compensation was payable to the customer, it was reasonably open to it to continue to ask the customer to make payments. I find that there is no supporting evidence that the company had been asked prior to the Stage 1 complaint not to make calls to the customer but I find that a discussion had occurred about whether the account could be placed on hold. Overall, I find that the company put the customer's account on hold until 10 December 2021. I do not find that the evidence supports the customer's complaint in this respect.

Stage 1 response inaccurate

37. As for this aspect of the customer's complaint, I find that the various issues raised by the customer have already been dealt with above.

Conclusion

38. Although, therefore, I do not find that the customer has proved that his water was contaminated, I have found above that there have been a number of service failings over a period of several months that are likely to have caused the customer distress and inconvenience. This is all the more serious due to the customer's vulnerable status.

39. I find, however, that the customer has not proved that he is entitled to compensation of £10,000.00 but he is entitled to compensation in a more modest sum for the service failings that I have found above, particularly for the lengthy period in which the customer was left to worry about the safety of his water before a replacement of the boundary box was undertaken. I take into account that the company has already paid to the customer a sum of £50.00 but I do not find that this reflects the level of anxiety and concern in which the customer was left. I find that a fair and reasonable sum by way of compensation for the company's failure to take action more swiftly to resolve the customer's problem with its equipment and to put his mind at rest is £200.00. In addition, I find

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that the sum of £25.00 compensation for the rudeness expressed to the customer on 10 November 2021 undervalues the insult which I find that the customer would reasonably have felt. I find that it is fair and reasonable to double this compensation by paying the customer a further £25.00. In respect of the further errors in correspondence which fell short of the company's expected service levels, I find that a further £50.00 in compensation is fair and reasonable. It follows that I direct that the company shall pay the customer the sum of £275.00 in compensation.

40. I also direct that the company shall apologise to the customer in writing for the shortfalls in service that I have found above.

Outcome

The company needs to take the following further action(s):

1. Pay compensation of £275.00 to the customer
2. Apologise in writing for the shortfalls in service found above.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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.

Claire Andrews

Claire Andrews, Barrister, FCI Arb

Adjudicator

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