

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X928

Date of Final Decision: 16 June 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer states that the company provided incorrect advice about the possibility of moving the water meter to minimise pipework running across the neighbour's land. She was forced to replace and reroute pipework at great expense after her neighbour advised of a leak on his land. The customer says the wholesaler had not notified her of a leak and that her neighbour's actions were aggravated by information they gave to him that amounted to a data breach. Her situation arose because of poor professionalism on the part of the wholesaler and the company. The customer seeks compensation towards the cost of replacing the pipework that she says was not needed.

#### Response

The company states it fulfilled its role as the customer's retailer by championing the customer's case to the wholesaler, sharing all supporting documentation. It raised her request to the wholesaler to move her meter and then arranged for the wholesaler to visit to trace her supply pipework as per her request. It then sought to obtain a leak allowance for the customer, requesting that the wholesaler review the original leak allowance to increase the allowance back to an earlier date. The company states that it has also ensured that the wholesaler followed the complaint escalation process.

#### Final Findings

As the customer's retailer, the company is not responsible for relocating the pipework or tracing pipework, however it is responsible for handling customer service in relation to her water supply services. It acknowledged and apologised for initially providing incorrect advice regarding the possibility of moving the customer's water meter, which was reasonable. However, it is evident that the company failed to provide sufficient support to the customer in escalating her complaint after she was dissatisfied with the wholesaler's complaint response received in June 2021. Whilst the company did later escalate her complaint to the wholesaler in November after she re-raised her concerns with it, as the company did not acknowledge or address this earlier delay, it failed to reach the standard to be reasonably expected. The company

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

Final  
Outcome

previously made an offer of settlement to the customer in the sum of £60.00 which was declined.

The company needs to take the following further action:

Pay the customer additional compensation of £200.00 for stress and inconvenience caused for failing to provide customer service to the expected standard when handling the customer's complaint.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X928

Date of Final Decision: 16 June 2022

## Case Outline

### The customer's complaint is that:

- The customer has received conflicting information. Following verbal abuse from her neighbour regarding an alleged leak from her water pipes, she contacted the company regarding getting the water meter relocated so metered pipework did not run across her neighbour's land. The company confirmed the meter could be relocated at no charge.
- She asked the company where her contractor should lay pipework to connect to the new meter. The wholesaler then visited the property and advised due to the pipe set up; moving the meter was not possible.
- The map she received from the company showed troughs that were connected to her pipework therefore she raised a concern that third parties were using hidden pipework for a water supply to their properties that she was paying for; this situation could have explained the increase in water usage.
- The inspector from the wholesaler visited to trace the pipework but then told her this was not a service it supplies. This inspector discussed the potential leak with her neighbour advising him that her pipework had been leaking for twenty years. This led to him digging in fields, potentially causing damage to pipework. She feels both the neighbour and the inspector are partially responsible.
- She complained about the inspector being "antagonistic and unprofessional", for example he was looking around the stables. The inspector claimed that the customer had told him that she was going to replace the private pipework, however, the customer states that if she had already decided to do this, she would not have contacted the company.
- Due to the conflicting information, the customer has spent thousands of pounds putting in pipework that was not needed; her contractor said the existing pipework had no defects.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- Therefore, the customer seeks compensation towards the cost of installing new pipework that was not needed. The leak allowance provided does not cover this cost or the stress and inconvenience caused.

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

- The customer contacted it on 24 February 2021 to ask if the water meter could be moved as she wanted to re-route her private pipe work as it runs through a neighbour's field. It requested the wholesaler to visit to assess whether the meter could be relocated. The wholesaler visited the property and advised due to the pipe set up; this was not possible. The company acknowledges that it failed advise on the initial call that there could be a cost to her meter being moved and that the wholesaler usually only moves meters for health and safety reasons.
- On 17 March 2021, the wholesaler advised they were in the process of reviewing the customer's meter relocation request however it failed to advise the customer of this update until she contacted it on 24 March 2021 to chase this. Whilst it was still within reasonable timescales, it recognised the customer would have preferred a quicker update. Therefore, it offered £60.00 in compensation for the delay and the incorrect advice provided about relocating the meter, in line with its 'no quibble goodwill' Customer Promise.
- Following the visit to assess whether the meter could be relocated, the customer requested a map of the current meter location and pipework supply. It contacted the wholesaler on 24 March 2021 to request this and emailed a copy of the map to the customer on 30 March 2021. It also spoke to the customer on the same day and arranged for a supply route check to be carried out by the wholesaler at the customer's request as she was querying if third party troughs were connected to her supply.
- Following visits from the wholesaler on 8 and 30 April 2021, the customer contacted it to complain about the outcome of the visit as she felt the issues had not been resolved and also she was dissatisfied with the behaviour of the wholesaler representative.
- It contacted the wholesaler to pass on the customer's comments. In response the wholesaler provided the telephone number for their representative so the customer could speak directly with him about the pipework and potential private relocation.
- Following this it raised complaints with the wholesaler as the customer remained unhappy. The wholesaler responded to both stage one and stage two complaints from the customer, addressing the points raised and in summary:
  - Confirmed that private pipework is often changed without their knowledge; therefore, the mapping information they had may not be up to date.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- Confirmed they did previously meet the neighbour to investigate a leak on his field and was satisfied this customer was advised the leak was private and that they would be taking no further action.
  - Advised any damage to the private pipework was a third party dispute and not something they were able to get involved in.
  - The Area Manager spoke with the representative who attended the visits regarding their conduct, and decided to take no action.
  - As any work the customer had undertaken was to resolve a private leak, they did not feel compensation was justified.
- The company says it also raised a request to the wholesaler to obtain a leak allowance for the customer and then requested that the wholesaler review the original leak allowance to increase the allowance back to an earlier date. This request was successful and the wholesaler granted a total leak allowance of £603.42, which it applied directly to the customer's bill.
  - In conclusion, it has fulfilled its role as retailer, championing the customer's case to her wholesaler, providing a leak allowance and sharing all supporting documentation. As the customer's complaint is in relation to a number of wholesaler supply issues and the conduct of the wholesaler representatives, it has ensured the wholesaler has followed the complaints process, and shared full view of all communications with the customer. It will therefore not be paying the £2500.00 compensation requested by the customer.

## Reply

- The wholesaler was not interested in: any leak on private pipework; tracing pipework; determining if third parties are connected to pipework to her meter or; establishing how pipework disconnected years ago to a non payer may have been reconnected.
- She has received back (refunded) some of the money she paid for water. However, the wholesaler's representative:
  - incited a situation where her neighbour dug up her pipework, either exasperating a small leak or causing a much worse leak.
  - lied to the engineer coming to her property to trace pipework saying for him not to continue to try and trace pipe work on the basis she had decided to put in all new pipework. The customer disputes this and also asks why the wholesaler's mapping showed third parties connected to her pipework if this was not the case.
- The customer states that she put in new pipework to minimise the metered pipework across her neighbour's land as she did not want to be the recipient of attacks from him or for damage to be caused to her water supply.
- Her neighbour's actions were aggravated by information given to him by the wholesaler's representatives and was a data breach.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- Her contractors found her old pipework to be of good quality and with no defects. Yet she was forced to replace it and reroute it ( at great expense) because of poor professionalism and involvement of both the wholesaler and company who appear to be using the excuse that they are not directly responsible for the water supply.
- She has not received any compensation for this situation – she has only been reimbursed some money (that she paid in the first place) for a leak which she received no leak notice for and no help from either the company or wholesaler to resolve in a timely manner.

### **Customer comments on Preliminary Decision**

- The customer raised queries including why the wholesaler and company are not jointly liable for costs she incurred, why the wholesaler has refused to pay compensation towards her new pipe work and why appointments were made to check the supply route if this was not a service the wholesaler provides.

### **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 dispute relates to the water supply service provided to the customer's business premises.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*


- 
2. At this juncture, I remind that parties that the company is the retailer and that REDACTED are the wholesaler for the region in which the business property is located supplying water services to the customer. I note this division occurred as a result of government changes which opened up the water market which came into effect on 1 April 2017. I find that the company and the wholesaler are therefore two distinct and separate entities. Further, a WATRS application can only be brought against one party. As the customer is a 'non-household' customer, her case has been defended by the company; the retailer and therefore for the purposes of this decision, my remit is to determine the issues between the customer and the company. I am unable to consider any claims or complaints in relation to third parties including the wholesaler or the customer's neighbour.
  3. Having reviewed the case papers, it is clear that the dispute relates to the service provided following the customer's requests to: relocate the water meter closer to her property so pipework did not run across the neighbour's land and; trace the existing pipework to determine if third parties were connected to her supply. As these matters concern supply and pipework, the company is not responsible for addressing her requests as this would fall to the wholesaler. However, as the customer's retailer, it is responsible for customer service as such this adjudication will consider if the company reached the standard to be expected when raising the above-mentioned issues with the wholesaler on the customer's behalf and when handling her related complaint.
  4. The customer's initial contact with the company on 24 February 2021 regarding relocating the water meter nearer to her property was prompted due to allegations made by her neighbour that a leak from her water pipe was preventing him use of his land. I note from the company's timeline that it raised this request with the wholesaler on the same day which the wholesaler promptly acknowledged advising that the request may incur a charge. The wholesaler then advised the company on 17 March that it was reviewing the request before advising on 22 March 2021 that it could not relocate the meter. It stated this was because the meter was currently installed on a connection to their mains which could not be moved on to the customer's private pipework. The wholesaler explained that it only moved meters for health and safety reasons however it gave advice about alternative options available to the customer including paying for a new connection from a mains nearer to her property.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

5. The company did not relay these responses from the wholesaler to the customer until she called it on 24 March 2021 asking for an update. On balance, it is reasonable to expect the company to have communicated these updates to the customer more promptly than it did, as such this constitutes evidence of the company failing to provide its services to a reasonably expected standard. It is noted that on 25 March 2021 the customer complained that the company's initial incorrect advice given to her that the meter could be moved free of charge led her to put her contractor on stand by to relay the pipework. In its response of 29 March, the company acknowledged and apologised for providing incorrect advice in this regard and also for the delay in relaying the wholesaler's responses to her. The company offered the customer £60.00 in line with its 'no quibble goodwill' Customer Promise. On balance, I am satisfied this amount offered by the company was reasonable and proportionate to the acknowledged customer service shortfall.
  
6. Following the customer's request to the company on 24 March for mapping of meter location and pipework supply, the company obtained this from the wholesaler and provided this to her on 30 March. It also arranged for the wholesaler to visit to check the supply route as the customer was concerned about the map indicating third party troughs may be connected to her supply which she thought may be the cause of the high usage as oppose to a leak. The wholesaler visited on 8 and 30 April 2022 noting the customer had already isolated the meter due to the potential leak. The customer raised a complaint with the company on 12 May 2021 regarding the lack of any resolution provided to the supply issues as well as about the behaviour of the wholesaler's inspector whom she said had been "looking around her land" during the visit on 30 April 2021. She also complained that he advised her that the mapping provided was "probably incorrect". Further the customer said she was unhappy about the wholesaler telling her neighbour that there was a potential leak in his field when she had not received any notice about this.
  
7. The company contacted the wholesaler to advise of the customer's complaint and on 2 June 2021 the company advised the customer of the wholesaler's response which was that she could contact their inspector directly to discuss her queries relating to her pipework and potential private relocation. In her subsequent communication of 16 June 2021 the customer advised she would not be contacting the inspector as she was unhappy with the level of service they had provided during the site visits. On balance the wholesaler's response did not adequately address the points raised by the customer in her 12 May 2021 complaint as it did not address

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*






the majority of her concerns raised including about the lack of tracing provided in relation to pipework in order to establish if third parties were connected to her supply. Further, as part of her complaint concerned the conduct of their inspector, the resolution offered for the customer to contact the same inspector to discuss the situation with her meter and pipework, was inappropriate. There is no evidence to show the company went back to the wholesaler to seek any further response to the issues raised in her 12 May 2021 complaint.

8. The company's timeline indicates the customer contacted the company on further occasions including on 20 July 2021 and 6 August 2021 when, as well as raising new issues, she continued to reiterate the concerns raised in her original complaint including about the behaviour of the inspector. She further reported that her neighbour had been digging up the section of her pipework in his field which she said was because the inspector had told him the pipework had been leaking on his land for 20 years. There is no evidence of the company referring these concerns back to the wholesaler under stage two of its complaint procedure for a response. It was not until the customer re-raised her complaint with the company on 15 November 2021 that it raised a further complaint with the wholesaler on 22 November 2022. It is noted that in the interim on 15 August 2021 the customer's contractor had rerouted her pipework away from her neighbour's land and that the company had been in communication with the customer regarding checking her usage in order to establish if she qualified for a leak allowance. Nonetheless, the company's failure to ensure that the customer received a full and timely response from the wholesaler in relation to her concerns initially raised in May 2021, is evidence of poor customer service by the company when handling her complaint.
9. In her 15 November 2021 communication, the customer reiterated her complaints about not being told about the leak in the first instance and the professionalism of the inspector in particular the alleged advice to her neighbour that the pipework had been leaking for twenty years. She also said that her contractor had found no defects with the pipework and therefore sought compensation towards the cost of relaying the pipes and a leak allowance from the wholesaler. On 2 December 2021, the company informed the customer of the wholesaler's response which was that it was only aware of the leak when the customer told its inspector of this during the site visits in April 2021. In regards to advice provided to her neighbour, the wholesaler confirmed their inspector did meet with her neighbour when he reported a leak in his field but said its advice to him was that as the leak was private, they would not take any action. The wholesaler confirmed they had consulted with their Data Protection officer and were

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*



satisfied they had acted in accordance with data protection laws and would not be taking any further action. They also said they could not comment on whether her neighbour had caused damage to her pipework as this was a private matter. Regarding her request for help with tracing private pipework, the wholesaler said this was not a service they provided and explained its mapping of private pipes may not always be accurate. Further, they confirmed that it would provide her with a leak allowance upon receipt of proof of the leak being fixed however advised that as the work undertaken was to resolve a private leak, they did not feel compensation for the cost of replacement pipework was justified.

10. Following the customer contacting the company to advise of her dissatisfaction with aspects of the wholesaler's response, the company put the customer's further comments to the wholesaler on 13 January 2022. The company subsequently advised the customer of their stage two response on 4 February 2022. Within this response, the wholesaler provided answers to the additional points raised and further explanation around why their mapping information was not always up to date or accurate, however maintained their position in relation to her compensation request.
11. It is noted that the customer remained unhappy with the wholesaler's response and referred her complaint to Consumer Council for Water (CCW). Whilst this led to the company successfully obtaining a leak allowance from the wholesaler in the amount of £603.42 for the total duration of the leak/high consumption, the wholesaler declined to offer compensation towards the cost of the pipe replacement on the basis it was a private leak. The company also reiterated its earlier offer to pay £60.00 in compensation in recognition of providing incorrect information about the wholesaler being able to move her meter free of charge.
12. In summary, this review indicates that following the customer's initial complaint raised in May 2021, the company did not take sufficient action to progress this to stage two after she expressed dissatisfaction with the wholesaler's response on more than one occasion over several months. This constitutes evidence of the company not providing customer service to the expected standard. After the customer reiterated her complaint to the company on a further occasion in November 2021, it did then obtain stage one and stage two responses from the wholesaler which addressed her points raised. The company also successfully obtained a leak allowance from the wholesaler in the amount of £603.42 for the total duration of the leak/high consumption. Whilst it is acknowledged the customer remains unhappy with the wholesaler's refusal to pay compensation towards the cost of rerouting her pipework, as her claim relates to a

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

wholesale issue that the wholesaler has addressed during its complaints process, the company is not responsible to pay any compensation towards covering this cost.

13. However, it is reasonable to direct that the company pay the customer a measure of compensation for the stress and inconvenience caused by its failure to take sufficient steps to ensure the wholesaler fully responded to her to complaint raised in May 2021 within a reasonable timeframe. On this basis, the company shall pay the customer compensation of £200.00. I am satisfied this amount is reasonable and proportionate to the proven customer service issues. This figure is in addition to the £60.00 offered by the company for initially providing incorrect advice about relocating her meter.
14. The customer raised queries in her Comments on Preliminary Decision including why the wholesaler has refused to pay compensation towards her new pipework; this is because it is private pipework meaning responsibility for resolving leaks/replacing pipework falls to the customer. I am unable to answer any of the other queries that were raised and I find that these comments do not affect my Decision.

#### **Outcome**

The company needs to take the following further action:

Pay the customer further compensation of £200 for stress and inconvenience for failing to provide customer service to the expected standard when handling the customer's complaint.

#### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 14 July 2022 to accept or reject this decision.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- 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.



**A. Jennings-Mitchell**, Ba (Hons), DipLaw, PgDip (Legal Practice)  
**Adjudicator**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*