

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X994

Date of Final Decision: 15 July 2022

Party Details

Customer:

Company:

Complaint

The customer complains that the company failed to arrange for a surveyor to contact him promptly after requesting a connection to the water mains supply. He therefore dug the trenches and arranged for the connection to the clean water main in REDACTED rather than REDACTED, which the company in due course recommended. He also complains of other unsatisfactory occurrences. This meant that the quote for the connection was more expensive than he expected, largely due to the need for a traffic management scheme in REDACTED. The customer asks for connection in REDACTED at the cost that would be charged for a connection in REDACTED or a more favourable outcome and for an apology.

Response

The company denies that it is liable for this claim. It says that the customer requested a connection and, after the information provided by the customer was complete, it met its 28-day service level agreement by surveying and providing a quote for connection in REDACTED, which is what the customer wanted. It is not certain that this is more expensive than a connection in REDACTED, but if the customer wants the company to quote for the other connection point, he has to pay for the survey. The company was not responsible for the customer's decision to dig trenches to REDACTED before it had carried out a survey and its quotation at this point is still open for acceptance.

Findings

I find that the customer was not entitled to require the company to provide its services otherwise than in accordance with its usual procedures and the company did not agree to do so. Although there were minor service failures which should be compensated (losing the customer's payment for 14 days and failing to notify the customer of the date when the surveyor would attend the site), the company has not failed to provide its services to the expected standard because the customer decided to dig the connection trenches to REDACTED without awaiting advice from the surveyor and the subsequent

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quotation. The company should pay compensation assimilated to comparable incidents within its customer guaranteed service standard scheme. This is assessed at £45.00.

Outcome

The company shall pay £45.00 to the customer.

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Case Outline

The customer's complaint is that:

- The customer, with his wife, is a developer of a new property, number REDACTED, adjacent to his current property, number REDACTED.
- On advice from his builder, giving 6 weeks' notice before a digger would be on site, the customer contacted the company on 6 September 2021 to arrange for a new supply for water. (He also contacted other companies for gas and electricity.)
- The customer asked to be contacted by a surveyor to discuss the matter. He needed to know, the supply trench requirements, (depth, dimensions etc), and the location of their

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service so as to route the trench appropriately. The customer was unaware where/whether the utility services were located in REDACTED, the footpath or REDACTED and he needed guidance by a surveyor to inform the trench routing.

- On 9 September 2021, the company advised the customer that he could not speak to a surveyor until a £180.00 survey fee had been paid and a formal application made. This was unlike the other utility companies, which had replied sooner.
- The detailed online application was made, and the associated fee paid on 15 September 2021.
- By 20 September 2021, there was still no contact from the company's surveyor, but the company did acknowledge the application and requested the inspection fee be paid in order to further the application. The fee, as previously explained, had been paid on 15 September 2021, using the company's own, linked, online payment system. The company also further requested a site location map, which had already been included as part of the application process.
- On 29 September 2021, the company eventually acknowledged payment – the customer was told that it was found in a 'lost funds' account. It also acknowledged receipt of the plans requested on 20 September 2021, but still no surveyor contacted him to advise on the location of its services and suitable, acceptable, routing.
- On 11 October 2021, the customer received a phone call from REDACTED, a company surveyor, telling the customer that he was outside the customer's new house and there to discuss the new supply. Whilst he was on the phone, the customer looked outside and was told that the surveyor was not in REDACTED but on REDACTED, which he thought seemed the best place to connect the supply. When he came around to REDACTED, the surveyor and customer discussed the supply and the surveyor explained that the work he had done at the office, from their online system, made it clear that the most cost effective way to bring in a supply would be from REDACTED as the supply in REDACTED is across the road and would involve a far longer dig and include the need for traffic management controls, thus raising the cost considerably.
- The customer complains that he could have had this information much earlier as it was done from a desk-top resource and the visit to site was to measure distances and take photographs to quote for the work, not to advise on routing, sourcing and trenching as the customer had asked at the beginning of September.
- As the company had not engaged with the customer about routing and service supply, unlike the other utility companies, the customer had to make an uninformed decision about service

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supply and trench routing. He did not know whether he was allowed to take the communication pipe from anywhere other than the road serving the proposed dwelling, or indeed where the services might be located if allowed from another location. As a result, the builders dug the trench and laid the communication pipe to the boundary on REDACTED, confident that there would be a supply in REDACTED as all the other houses already had water.

- By this time, the digger hire had ended and been returned so that suggesting the best supply was from the rear was “a non-starter”. If the customer had been contacted once the payment had been made, as promised at the beginning of September, there would have been a trench dug and a communication pipe laid to the REDACTED boundary.
- A quotation was subsequently issued by the company based on the fact that the communication pipe was already installed to the REDACTED boundary. The customer then spent several weeks trying to understand why the quote was so huge (£495.00 for gas, £1,500.00 for electric and £4,064.00 proposed for water). The customer requested a breakdown of costs for the installation which the company supplied although it did not apportion costs to each element. Further conversations revealed that by far the largest cost would be the traffic management system needed.
- The customer felt that he had been unfairly treated by the company and looked to complain. He eventually had a very supportive telephone conversation with REDACTED of the company’s developer services department. who felt that the customer had good grounds for a complaint. She said she had to pass it past her managers but that they usually accepted her recommendations and in this case that was a solution he and she discussed at length. Her managers didn't agree with her and she wrote back to say that her managers reject all alternatives and stick by their original quote with no flexibility. There was thus no option but to pursue them via CCWater.
- By 12 January 2021, CCWater had made a decision to uphold the company’s position. There was no mention of a lack of engagement as requested in September, causing CCWater to reject any problems as being brought about the customer’s own actions, saying that it does not recommend anyone to install a communication pipe until a survey visit has been made and a quotation provided. The customer refers to a Freedom of Information request, REDACTED. REDACTED’s internal report to her managers said that “at each hurdle here, I believe we’ve let this customer down,” as well as outlining the discussed solution. The customer says that her recommendation should be upheld.
- The customer asks for:

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- An apology
- Connection at a reduced cost via REDACTED (or free of charge as a gesture of goodwill for the all the heartache and time wasting caused), or connection at the front via REDACTED - where the customer's communication pipe is provided.

The company's response is that:

- The company was compliant with its service level agreement.
- The company had all the information that it required by 29 September 2021. On 30 September 2021, the company confirmed that the survey had been booked in for 8 October 2021 and this took place as scheduled. An estimate was provided on 15 October 2021 which was well within its service level agreement.
- The customer was contacted that day to discuss the quote, but he wanted time to think it over. He returned the call that day and said that there was a cheaper connection in REDACTED. At no point did the customer say that he had been provided with misleading information.
- The company says that the customer told the company on 7 December 2021 that he had been contacted by the company a couple of days before the survey and told that the connection point was in REDACTED. The member of staff therefore contacted her management team to see if it would be possible to move the connection to REDACTED at the cost of the connection in REDACTED, as discussed with the customer as a potential solution. In consequence of this email a meeting occurred to discuss the position. It was decided, however, that the customer had decided to build the connection to REDACTED and that if he required the connection at that point, he would need to pay the cost as quoted. At no point had the customer been advised to lay his connection pipe to REDACTED.
- The company also says that no quote has been provided for the connection to REDACTED. It is an assumption that this would be cheaper. Although no traffic management is required, it is a longer distance and may cross third party land. The customer has been told that he would need to pay a further survey fee for a quote for connection at this point.
- The estimate for connection in REDACTED remains valid until 22 October 2022 so can still be accepted. The company denies liability for the claim.

How is a WATRS decision reached?

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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 have also carefully considered the customer's comments on my Preliminary Decision.

How was this decision reached?

1. Although the customer's application to WATRS is critical of the stance that has been taken by CCWater in relation to his complaint, I make clear that I have no jurisdiction to consider a complaint against CCWater. I can only consider the customer's complaint against the company. In this case I find that the complaint concerns the customer's request for connection of a water supply to a new property that he had developed which the customer says was handled "tardily" by the company.
2. In making his complaint, the customer has compared the timescale of the company's response with that of other utility providers. I am mindful, however, that the supply of water is a different consideration from the supply of gas or electricity and there is no basis upon which I could conclude that the company has failed to supply its services to the expected standard merely because the company has taken longer to consider the customer's connection than providers of other services. Moreover, I have no jurisdiction to consider the fairness of the company's commercial practices. See rule 3.5 of the Scheme Rules.

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3. I note that the starting point is that the customer says he had asked the company to provide information about the connection six weeks before he had a digger on hire. I would observe that, particularly where a new connection has to be made, an average customer might not consider this to be a generous timescale, and I also find that an average customer would not reasonably expect an applicant for a service to be able to set the timescale for the company's actions, unless the company had already agreed to that timescale. I do not find that an agreement that a surveyor would speak to the customer promptly after the survey fee had been paid can be inferred from a statement by the company that the customer needed to pay the fee before the surveyor would speak to him. This, I find, was no more than an agreement that the company would provide its services in the normal way. I find that there is no evidence that the company had agreed to provide its services at any greater speed than under its service level agreement.
4. I would also observe that:
 - a. Between the point of first contact on 6 September 2021 (according to the customer) or 8 September 2021 (according to the company) and the survey on 8 October 2021 (according to the company) or 11 October 2021 (according to the customer) a maximum period of 5 weeks and 1 day had elapsed. By 11 October 2021, the customer explains that he had already dug the connection pipe. The window allowed to the company by the customer before he decided to take action to construct the trenches for the connection pipe was, I find, narrow.
 - b. Moreover, I note that the meaning of the email of 20 September 2021 to the company (referred to below) is unclear. On one reading of this email, it might indicate that the connection pipe was already in place prior to the application. This is not consistent with the customer's application and therefore I assume that something else is meant.
 - c. In any event, I am satisfied that the customer gave the company less than the stated 6 weeks in order to consider the best location and carry out a survey of the site.
5. The company says that its service level agreement states that it must provide its quote within 28 days of the date when it has a completed application, which I find, reasonably means the date when the company has all required information.
6. I now turn to whether the company has complied with this.

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7. The customer initially suggested that the company in fact had all the relevant information on 15 September 2021 although he now accepts that the relevant date was 20 September 2021. The documentation submitted by the parties shows that the following occurred.
- a. On 8 September 2021 the company logged a call from the customer regarding a new supply to a recently built house. The record indicates that the customer was advised of the application process and told that he could apply online. Although the customer complains that he really wanted to talk to a surveyor and the company did not oblige him with this without an application being made, I find that this is as would reasonably be expected. I find that an average customer would not reasonably expect the company to bypass its procedures and to speak to a surveyor about the customer's proposals at a time when no application for a survey had been made.
 - b. The record also suggests that the customer was given a direct number although it is not clear that the customer has utilised this, but it is common ground that the company made a note of the message that the customer wanted the company to contact him to discuss his requests further. The customer says that he wanted a surveyor to contact him. The message recorded also that if there was no answer the first time, the customer wanted the company to try again.
 - c. The company (but not a surveyor) did try to contact the customer. An outbound call was logged on 9 September 2021 and a voicemail message left. A further outbound call was logged on 10 September 2021. The company's records say that the customer had been sent a form so the request would be closed.
 - d. It is agreed between the parties that the application form was returned on 15 September 2021. The customer says that this included the fee of £180.00 that he paid through the company's online system and a plan. However, it appeared later that the payment went astray. A log note added on 20 September 2021 included various information and stated, "require plans and £180". The customer was sent an e-mail and also an attempt was made to call him.
 - e. Later that afternoon the customer contacted the company to say that he had sent in the payment and a site map. The customer explains that he re-provided the site map on that day. An e-mail was sent by the customer on the same date stating:

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The property supply pipe is already installed at the required depth and comes to the surface in the property on the garage wall approximately 2 metres in from the S&V pipe shown. The connection is ready at the boundary adjacent to the L of linear drain to soak away shown on the site plan.

- f. An inbound call was then logged on 29 September 2021. This states:

....he advises he hasn't heard from us and we advised him within 5 days, I advised REDACTED we acknowledged his application on 20th September. We requested further information and the customer sent this straight back to us. The email from the customer was sent into water business unit on 20/09/2020 at 12:54 from REDACTED. Customer advises he made his application fee payment on 15/09/2021 and I have located this in suspense.

The payment was then found.

- g. A log note for 29 September 2021 later in the day states:

All information received 20.09.21 – Service Level Agreement 18/10/2021 no to meeting.

- h. A letter was also sent that day stating:

We will now arrange for our surveyor to visit your site to determine what work will be required to connect your property.

You should receive an estimate for the cost of the connection work within 28 days, starting the day after receipt of your fully completed application.

From the 1st of April 2008 the Traffic Management Act came into force. This means that in certain circumstances we will need to serve a 3 month notice to the local highways authority prior to commencing work.

8. I find that it is reasonable for the customer to expect the company to comply with its service level agreement, but the important question here is the date when time under this agreement began to run. The above information indicates that all the information had been provided and payment made by 20 September 2021. The customer says that the relevant date, however, is 15 September 2021 because he had sent both the site plan and the payment on that date, but I do not accept that this is the correct date to consider. While I find that the company had received payment on 15 September (but it had gone astray), there is no evidence that it had received a legible copy of the site plan. The customer may have sent it or attached it to an

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online application but that does not mean that it was received by the company in legible form. The email sent by the company to the customer on the date of receipt would suggest that those responsible for decision-making did not have the site plan. As it was for the company to act on the basis of the information, I find that it is the date of receipt and not that of sending which was the trigger point for the start of the 28-day service level agreement.

9. By 20 September 2021, the company had both the site plan and reason to believe that it had the payment (although it had lost the payment in a suspense account). This was not the case on 15 September 2021. I find that this means that the 28-day period dictated by the company's procedures would have ended on 18 October 2021. As the quote was provided on 15 October 2021, this was within the company's service level agreement.
10. However, I find that an average customer would not reasonably expect that a payment made to the company via its online system would end up in "suspense" rather than being attributed to the customer's account. Moreover, I note that between being told that the payment had been made and it being found, the company took a further nine days. While I accept that chasing lost payments can be time-consuming and troublesome, it did in this case have the consequence that if a 28-day timetable had been expected to commence on 15 September 2021, the payment would have been missing for half of it and in due course the quote would have been provided late. Overall, I find that the company fell short of reasonable expectations, but, in the event, in relation to the period of the delay in providing the quote, not in a significant way.
11. I also find that the company fell somewhat short of expected standards in relation to the visit of the surveyor. The company's records show that the customer had wanted to speak to its surveyor. The company's note of 29 September 2021 says "no to meeting". It is not clear what, precisely, this note means. If it means that the company was not prepared to have a meeting before the survey, there is no evidence that the customer was told this. There is also no evidence that the customer was told in advance that a survey would take place on 8 (or 11) October 2021. I find that an average customer would reasonably expect to be given advance notice of a survey that would affect his property and would also expect to be told whether or not the company intended to speak to him prior to the site survey. I therefore find, again, that the company fell short of reasonable expectations.

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12. I do not find, however, that the company fell short of expectations in other ways. It was not bound and would not reasonably be expected to tailor its commercial practices to meet an individual customer's expressed wishes and I find also that the surveyor would not reasonably have been expected to form a view about the best connection to the customer's new property merely on the basis of online information without carrying out a site survey. I find that there was no shortfall in service standards in respect of this and I do not find that the company should have told the customer of the proposed location prior to the site survey. Accordingly, I do not find that the company failed to meet expected standards in respect of the conduct of the site survey.
13. I have considered whether the company failed to meet expected standards in relation to the customer's conversation with REDACTED in which the customer's preferred solution (connection at REDACTED at the cost appropriate for a connection at REDACTED) was said by Ms REDACTED to be consistent with her view also of an appropriate outcome. The company says that Ms REDACTED had discussed a compromise with the customer based on her understanding that the customer had been misled by being informed that the connection should be made at REDACTED, whereas the customer says that he did not state this. He confirms that he had been given no advice by the company as to the whereabouts of the connection prior to the survey and I find that this is consistent with the documentation. Either way, however, I am satisfied that the company did not promise the customer that the outcome discussed with Ms REDACTED would be implemented without manager's approval, and that approval was not forthcoming. Accordingly, even if there was a misunderstanding about the circumstances, I do not find that the company failed to provide its services to the expected standard in this regard.
14. It follows therefore from the above that I have found that the company's services did not meet the expected standard in two ways. It also follows that in terms of the customer's principal complaint that the company had treated him unfairly with regard to its speed of service provision, its omission to offer a pre-survey conversation with the surveyor and in relation to its attempts to agree a resolution to his concerns, the customer has not proved that the company failed to provide its services to the correct standard. In particular, I find that the company does not have a liability for the customer's decision to excavate the connection trench in expectation that the connection in REDACTED would be the most convenient connection point but without waiting for confirmation from the company that this would be so.

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15. I find that the redress to which the customer is entitled is limited to an amount analogous with the company's failure to meet its customer service standards in other ways. This is only a small sum. Taking into account the issues under consideration, I find that it is fair reasonable to direct the company to pay the customer £25.00 in respect of the "missing" payment and £20.00 in relation to the failure to inform the customer about the surveyor's visit. The total is therefore £45.00.

16. I do not direct that the company shall apologise for the matters which resulted in the customer's decision to dig the connection trenches, for the reasons set out above.

Outcome

The company shall pay £45.00 to the customer.

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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