

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X125

Date of Final Decision: 9 October 2022

#### Party Details

Customer:

Representative:

Company:

#### Complaint

The customer says a third party damaged her supply pipe, cutting off her water supply. Following this, the company's communication was poor, it was slow to carry out repairs, it did not provide alternative access to her property during repairs and it did not deliver water directly to the customer. The customer seeks an apology and £1700.00 compensation.

#### Response

The company says it was not responsible for the damaged supply pipe, repairing the damage, or loss of water. However, once the customer made it aware she had no supply it delivered bottled water. It did carry out repair works to its own pipework during the same period. While it resolved this quickly it acknowledges it caused access issues and it offered the customer £120.00 as a goodwill gesture for this.

#### Findings

The evidence shows the company did not provide its services to the standard to be reasonably expected.

#### Outcome

The company should pay the customer compensation in the sum of £120.00.

The customer must reply by 7 November 2022 to accept or reject this decision

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## Case Outline

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

- A third party damaged pipework by her property resulting in loss of water supply for ten days from 7 March to 17 March 2022.
- She called the company on 7 March and it said her water supply would return in 24 hours. However, her supply did not return and the company did not carry out any work until 17 March. It also did not deliver her any bottled water in the meantime.
- The company then dug a 5 foot deep hole at the front of her property. It left debris everywhere and no safety measures were taken making it impossible for her and her family to safely access her home. They had to move out as a result.
- She understands the damage was to the supply pipe on private land but the company was responsible for access issues from 17 to 28 March.
- The company's communication was poor, it was slow to carry out repairs, it did not provide alternative access and it did not deliver water directly to the customer.
- The customer seeks an apology and £1700.00 for distress and inconvenience.
- In comments on the company's response the customer expresses dissatisfaction that the company denied any wrong doing at stage 1. She acknowledges the company may have delivered bottled water to her area however it was not delivered to her property itself. She maintains she wants compensation for the period 17 to 28 March. She also adds that the company damaged her gate, entered her property and caused damage and made jokes at her expense.
- The customer made no comments on a preliminary decision.

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

- On 8 March a third party notified the company that it had damaged a private supply pipe.

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- The company attended the same day to carry out a temporary repair. It offered to permanently repair the pipe for the third party. However, the third party refused its offer and said they would fix it the following day. It relayed this to the customer.
- On 17 March the customer contacted it to say she had had no water supply since 8 March. It attended the same day and then raised a job to test the supply on 18 March. During this process its water main blew. It extended the hole already dug by the third party to repair the main. It also delivered bottled water to the customer from 18 March. However, it remained the third party's responsibility to restore her supply.
- The third party told the company it needed the hole for access until 24 March and then the company could reinstate the area.
- It filled the hole on 25 March and reinstated the area by 28 March.
- It regrets any distress this work caused to the customer and her family and has acknowledged that, although acting upon the instructions of the third party, this was not necessarily in the best interest of the customer. This is reflected in the compensation offer it made.
- It was not responsible for the customer's water supply being interrupted initially as this was a result of third party damage to a private pipe. It accepts responsibility for the further burst and worked to repair this on the same day. Before this consequential burst, water was being provided to the boundary.
- There is no Service Level Agreement (SLA) in place for a clean-up after reinstatement.
- Emails from the customer were responded to within its SLA, although calls were not always made within the promised timescale. It apologised for its involvement in the issues and acknowledged that the case could have been handled better. This is reflected in the offer of compensation made as a goodwill gesture.
- It is willing to pay £120.00 compensation to the customer - £20.00 per day for the access being blocked by the excavation being left open.

### **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.

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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. As explained above, the evidence available 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.
2. It is not in dispute that a third party damaged a supply pipe serving the customer on or about 8 March 2022. Because the company was not responsible for this initial damage - this was not a result of its own failing - it cannot be held responsible for fixing the damage or for any consequences arising from the damage, including that the customer had no access to water until this was fixed.
3. In considering the parties' submissions and the company's records, I accept on balance that the company carried out a temporary repair on 8 March however it did not accept responsibility for any permanent repair or ongoing issues. Further, there is no evidence the customer told the company this repair was unsuccessful or that she remained without water until she contacted it again on 17 March. The evidence therefore shows the company acted promptly to rectify an issue outside of its control on 8 March. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
4. In considering the parties' submissions and the company's records, I accept the customer reported a loss of water supply to the company on 17 March. It attended the same day to investigate. On 18 March the company both caused and resolved an issue with its main supply pipe. However, it did not accept responsibility to repair the customer's supply pipe. As the issue caused by the company was also resolved quickly by the company, the evidence does not show the company failed to provide its services to the standard to be reasonably expected.

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5. The company accepts it left an excavation at the front of the customer's property from 18 March to 25 March. While I acknowledge this was on the request of a third party, I consider it was up to the company to ensure it left the site safe and accessible. The evidence shows the company failed to provide its services to the standard to be reasonably expected in this regard.
6. I accept on balance that the company delayed reinstatement while the third party completed its own works. In any event, I do not consider the total time for reinstatement evidences undue delay or a shortfall in service by the company. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
7. The company accepts it did not return all calls promptly however there is a lack of evidence of any significant delay. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
8. While I appreciate the customer was unhappy with the company's stage 1 response, the company stated its position with reasons as it was entitled to do so. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
9. The customer acknowledges bottled water was delivered to her area and the company has provided photos of bottles delivered. I am therefore satisfied the company delivered bottled water to the customer's area once it was aware she had ongoing supply issues. However, I do not consider the company was further obliged to deliver water directly to the customer's door. This is because I have not seen any policy or guidance suggesting it must do so. And because Ofwat's website says bottled water or even a standpipe [in the street] will suffice. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
10. In summary, I have found a failing regarding the access issues only.
11. In its stage 2 response of 13 April 2022 the company apologised to the customer for leaving the excavation open and offered £60.00 as a goodwill gesture. I am therefore satisfied the company has already apologised to the customer. No further apology is due.

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12. As to the customer's claim for compensation, the customer has provided photographs demonstrating access to her property would have been unsafe or impossible from 17 to 28 March due to the company's works. However, the company's records of calls with the customer also show she complained on 23 March that she had moved out of her home two weeks' prior due to the lack of water supply. I have therefore taken into account that the customer may not have been at the property during this period anyway, for reasons outside of the company's control. Bearing this in mind and taking into account the WATRS compensation guide, I consider the company's offer of £120.00 compensation was reasonable. The company should pay this to the customer if it has not already done so.

13. For completeness, I remind the parties that in accordance with WATRS rule 5.4.3 I must disregard any new matters raised in the customer's comments on the company's response.

#### **Outcome**

The company should pay the customer compensation in the sum of £120.00

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 7 November 2022 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



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

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