

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X130

Date of Final Decision: 6 October 2022

Party Details

Customer:

Company:

Complaint

The customer states his water supply was interrupted for several hours and despite him previously informing the company of his severe disability, there was a lack of support or information provided by the company during the loss in water supply. The customer says the situation caused suffering, distress and inconvenience. Furthermore, he had to ask for assistance from a neighbour to deal with air pockets in his water supply after it was restored. The customer requests an apology from the company and £100.00 in compensation.

Response

The company states that as it was an unplanned, emergency interruption to the customer's water supply, in line with the Guaranteed Standards of Service (GSS), it is only obliged to pay the customer GSS compensation if supply is not reinstated within 12 hours. The loss in supply started at 8am and was restored by 2.30pm as such it is not required to pay any GSS payments to the customer. It confirms the customer is registered to its Priority Service and states: it sent the customer texts to update him during the interruption to his water supply; has since apologised for its phone lines being extremely busy and; made a goodwill payment of £20.00 in respect of the customer seeking assistance from a neighbour to deal with air trapped air in his water system. It denies it is responsible to pay any further compensation to the customer.

Findings

Aspects of the claim fall outside of the scope of WATRS. However, this review considered whether the company provided sufficient information and support to the customer during the loss in water supply experienced, taking into account

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he is registered to its Priority Service on account of his disability. This review found that the company did not provide sufficient information or support to the customer during the loss in water supply which amounts to evidence of its service provided not reaching the standard to be reasonably expected. The £20.00 goodwill payment from the company did not sufficiently recognise the extent of stress and inconvenience caused to the customer as a result of the situation.

The company did not make any settlement offer to the customer.

Outcome

The company needs to take the following further action:

- Apologise to the customer.
- Pay the customer an additional £80.00 for stress and inconvenience caused by not providing sufficient information or support to the customer during the period of the water loss.

The customer must reply by 3 November 2022 to accept or reject this decision.

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Case Outline

The customer's complaint (submitted by the Consumer Council for Water on his behalf) is that:

- He experienced a loss in water supply on 14 July 2022 from 8am to 2.30pm. He awoke to no running water which lasted for several hours.
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- REDACTED
- He became very dehydrated and suffered a severe headache. He had no access to water due to the loss of water over several hours.
- As his only income is disability benefits and due to increase in the costs of living, he was unable to order water to be delivered to his home as the cost was unaffordable.
- He was unable to connect with friends or family during this time for help and assistance. He also tried calling the company and was cut off on three separate occasions. He was at a point of despair and became very withdrawn and simply gave up as the efforts were impacting on his health due to disability.
- He raised a complaint with the company on 15 July 2022 at which point he was still feeling and suffering the after effects of this incident and had to increase his medications to cope with this unusual situation.
- He explained in his complaint that when the water did finally return, the system had developed 'air pockets' and as such the water flow from taps was sporadic and not as it should be. This issue has since been resolved by "a kind retired plumber neighbour's assistance", however, he had to make a financial goodwill contribution. He would not have been in this situation had it not been for the total loss in water supply.

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- The customer is dissatisfied and upset that the company did not provide proactive support to him as a severely disabled customer. He had previously informed the company of his situation and disability status.
- This incident caused suffering, distress and inconvenience.
- He seeks £100.00 in compensation from the company for the distress and inconvenience caused.

The company's response is that:

- Under the Water Industry Act 1991 (the Act), it has a statutory duty to provide water and/or sewerage services to every property in its area.
- It confirms that it has a Priority Service Register which customers may sign up to free of charge. The customer was first added to the Priority Service Register on 1 August 2019. A wide range of support is offered to customers who are registered to this service such as reading meters for customers who find this difficult to sending out invoices in other formats. It can also supply bottled water to customers if there is an issue with the water supply.
- Occasionally, it may need to turn off a customer's water supply to carry out essential planned work. In these circumstances, it will inform the customer in advance and when the supply will be restored. If it failed to give sufficient notice, a customer is entitled to a payment of £20.00. It must automatically make a GSS payment if the supply is not restored within 48 hours.
- In the event of an emergency, or unplanned interruptions, the water supply will usually be restored within 12 hours. If this is not possible it will provide an alternative supply of drinking water.
- In accordance with the Guaranteed Standards of Service (GSS), where a water supply is interrupted in the case of an emergency, it must, as soon as reasonably practicable, take steps to notify affected customers.
- If it fails to restore the water supply within 12 hours, a customer is entitled to a credit of £30.00 and a further £30.00 for every 12 hours that they remain without water.
- In accordance with The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (the Regulations) it is also required to provide a minimum water pressure of seven metres static head. This is equivalent to 0.7 bars of pressure. This is confirmed at part 5 of the GSS Guidance and in its Code.
- On 14 July 2022, a power failure at its booster station affected one of the control panels causing the pumps not to control properly. The pumps in the day would normally be pumping approximately 800-850 litres per second, when the power failure hit that dropped down to 330

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litres a second which is why the customer would have been experiencing low pressure or no water.

- The flow and pressure both dropped at 10am and then the pressure started building back up at midday and back to normal pressure at approximately 12:15pm on 14 July 2022.
- Approximately 5500 properties in the customer's area would have experienced low pressure and some may have had no water at all between 10:00 and 12:15.
- On 14 July 2022, due to unprecedented rise in demand for water over the weekend, and the failure of a pump, customers in the area experienced low pressure and some periods of no water from approximately 8:00am to 14:30pm.
- Initially, it sent messages to the full area affected and that would be inclusive of Priority Service customers. This would have been a fixed text so would have been to say about the interruption to supply and the expected time to be resolved by.
- Its Priority Services team then sent a further text message to the customer at approximately 11:39 on 14 July 2022. The precise wording of the text message is not available but it would have said something along the lines of: As a Priority Services customer, it wanted to let him know that it was investigating an issue in his area. It advised that he may have experienced no water or low pressure but it was investigating the issue and hoped to have his supply returned to normal as soon as possible. It signposted customers to its website and said for urgent support, the customer could reply to the text message and the team will be in touch.
- The incident affected a large number of properties and consequently its call centre was extremely busy taking on 605 'no water' jobs during that period and were unable to answer all calls as quickly as it would have wished.
- It then confirmed, by text messages at approximately 8:15am the following day, that the incident was resolved.
- There is no evidence to suggest, nor has it been alleged, that it failed to reinstate the water supply within 12 hours. It avers that the customer is therefore not entitled to the GSS payment of £30.00 for failing to reinstate a water supply within 12 hours.
- It made a goodwill gesture by paying the customer £20.00 in respect of him asking for assistance from his neighbour to deal with air trapped air in his water system.
- Regarding the customer's claim, it has made a goodwill payment in the sum of £20.00. The customer is not entitled to any further compensation as:
 - It has made an appropriate offer for compensation in accordance with GSS and the 2017 regulations.

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- The customer has failed to provide any evidence of financial loss sustained as a result of the interruption to his water supply.
- Therefore, the customer is not entitled to claim any form of compensation over and above what has been offered.

Reply

- The customer maintains that he did not receive any text messages or emails warning him about the loss in water supply.
- He made several efforts to contact the company but due to a lack of staff on its vulnerable customer helpline, he was not provided with any support or information; this was a serious failure on the part of the company.
- He reiterates that there was a lack of information provided and the company failed to pick up his calls.
- Regarding the company's stating that it treated him fairly and in line with all other customers, this in itself would appear discriminatory; it is widely known and accepted that the customer/person should be treated as 'you find them' and as such the company must recognise that he is severely disabled with significant health needs and equipment, so to treat him as they would the majority of their customers discriminates against him as a severely disabled person,
- He suggests the company's policy needs to be adapted to reflect these unique situations where not all customers are alike.

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.

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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 customer's claim concerns a loss in water supply experienced on 14 July 2022.
2. The customer is severely disabled and states that the company was aware of this yet there was a lack of support provided to him during the loss in water supply that caused significant suffering and stress and inconvenience. The customer is unhappy with the level of compensation offered to him for stress and inconvenience caused.
3. OFWAT formally investigate disputed claims about the Guaranteed Standards Scheme (GSS). It is noted that under the GSS, a water company is required to pay a customer compensation if water is not restored within 12 hours of an emergency interruption. I remind the parties that Scheme Rule 3.5 states the Scheme cannot be used to adjudicate disputes which concern "any matters over which Ofwat has powers to determine an outcome". Therefore, any such claim regarding the company's refusal to pay the customer any GSS compensation, falls outside of the scope of WATRS in accordance with Scheme Rule 3.5. Therefore, this element of the claim will not be considered on this basis.
4. Furthermore, allegations of discrimination fall outside the scope of WATRS by virtue of Scheme Rule 3.3, therefore I am unable to consider the customer's comment that the company discriminated against him by way of treating him the same as other customers.
5. However, the customer's concerns raised regarding the support provided to him during the water interruption of 14 July 2022 relate to the company's customer service provided, as such, this element does fall within the remit of WATRS, therefore I will proceed to consider this aspect of the complaint only.
6. During emergency interruptions, industry guidelines require the company to tell the customer: that the supply has been interrupted or cut off; where to get an alternative supply; the time by when the supply will be restored and the phone number which a customer can get further information.

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7. In his stage one complaint raised with the company on 15 July 2022, the customer complained about a lack of information from the company during the loss in water supply the previous day on 14 July 2022 and said that when he tried calling the company on three occasions, he got cut off each time. The customer also explained he was severely disabled and described the impact of the loss in water supply and also said that when it was restored, there were air pockets which he had since paid a neighbour to fix.
8. Within its response to the customer dated 18 July 2022, the company confirmed he was registered with its Priority Services (PS) and said that its PS team sent a text message to him at 11.39am on 14 July 2022 advising of the situation caused by a pump failure and that it hoped to restore the supply by 1.30pm. Further, it said the text message advised that for urgent support, he could reply to the message and the team would be in touch. In its response the company also explained that as the interruption to supplies had been quite widespread, as a consequence, the phone lines had been “extremely busy” for which it apologised.
9. In his next communication dated 21 July 2022 the customer said he did not receive any text messages alerting him or updating him with details of the water supply issues, so suggested that something had gone wrong in this regard. The company has not acknowledged or offered any explanation in relation to the customer’s comment in this regard, either in its subsequent responses to the customer or in its Defence. Within its Defence, the company also states that the precise wording of the text sent at 11:39am on 14 July 2022 is not available but has given an indication as to what the text stated. The company in its Defence also states that additional text messages were sent to the customer on the morning of 14 July 2022 (sent to all customers affected) to advise of the interruption and on 15 July 2022 after the supply had been restored. However, I note that in his Reply, the customer has disputed the company’s submission in this regard. Further, I am mindful that the company has not supplied any substantive evidence in support of its above mentioned submission that text messages were sent to the customer during the loss in water supply.
10. Based on the evidence supplied to me, I find that the service provided by the company during the period of the loss in water did not reach the standard to be reasonable expected. I have arrived at this finding because on a balance of probabilities, there is insufficient evidence to show the company told the customer, either via text message or by any communication method: that the supply had been interrupted; where to get an alternative supply; the time by when the supply will be restored or how he could get further information or urgent support given that he was registered

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to its PS on account of his disability. In addition, I accept that the customer was not able to reach the company on its phone line when he tried as he was cut off on three occasions due to the lines being extremely busy.

11. In summary, whilst aspects of the complaint fall outside of the scope of WATRS, based on the evidence, I am satisfied from my review that the company did not provide sufficient information or support to the customer during the period of the water loss experienced on 14 July 2022. In its response dated 18 July 2022, the company apologised to the customer for the interruptions and for him not being able to get through on its phone lines. It also paid him £20.00 in compensation for the difficulties he experienced after his supply was restored.
12. However, in light of my above findings, I find it fair to direct that the company shall pay the customer additional compensation of £80.00 in recognition of the significant distress and inconvenience caused to him as a result of its service provided not reaching a reasonably expected standard. This amount falls into the higher end of Tier 1 of the WATRS Guide to Compensation for Inconvenience and distress. I am satisfied this amount is fair and proportionate to the service shortfalls shown. I therefore direct the company pay the customer £80.00 in compensation.
13. In regards to the customer's request for an apology, in light of the above mentioned shortfall in the standard of service provided, it is reasonable to direct that the company provide the customer with a further apology on this basis.

Outcome

The company needs to take the following further action:

- Apologise to the customer.
- Pay the customer an additional £80.00 for stress and inconvenience caused by not providing sufficient information or support to the customer during the period of the water loss.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 November 2022 to accept or reject this 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

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