

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X178

Date of Final Decision: 27 October 2022

Party Details

Customer:

Company:

Complaint

The customer complains that expensive works undertaken by the company to instal a water connection at her property were disorganised and the company's actions led to delay and financial loss. She says that she was not kept informed and had to chase up the company for information. The customer says that she would like to be fully compensated for poor service in a total sum of £950.00, broken down as follows:

- £600.00 for two days of her project manager's time wasted (all day 7 February 2022, a half day on 8 February 2022 and a half day on 10 February 2022)
- £150.00 in respect of the customer's time spent on chasing up the company on updates
- £200.00 loss due to delay on the project.

Response

The company acknowledges that it has not provided its services to the expected standard and says that it has offered compensation of £600.00. It denies that it is liable for any further sum because it says that any delays were due to the Council, which failed to give permission for works to be done on the relevant days, and the customer was emailed accordingly. The company continues to offer compensation of £600.00 comprising £450.00 in respect of the days when work did not proceed and £150.00 for inconvenience and distress because the customer had to chase up information.

Findings

I find that the company has agreed in correspondence to pay for the non-attendance of the customer's project manager for a full day on 7 February 2022 and for half days on 8 and 10 February 2022 but has refused to pay the full amount claimed because it says that the Council also contributed to this loss. I find, however, that as the company did not inform the customer that the work would not go ahead, she was not able to cancel the attendance of the project

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manager and was caused wasted expenditure. The company should be required to pay the customer £600.00 compensation for wasted expenditure on 7, 8 and 10 February 2022 and £150.00 in respect of the inconvenience and distress caused because the customer had to chase up the company for information. The delay to the project was caused, however, because the Council did not give permission for work to go ahead in the road and the company is not liable for this.

Outcome

The company shall pay the customer £750.00.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X103

Date of Final Decision: 27 October 2022

Case Outline

The customer's complaint is that:

- The customer complains that when work was to be carried out to install a new water connection on 7 February 2022 at a total cost of £4,600.00, this was very disorganised and the company's actions led to delay and financial loss. The customer says that:
 - There were no temporary traffic lights;
 - There were two different teams in attendance who did not seem to have a clear understanding on what was to be done, which meant that the customer's builder was trying to coordinate them. It was almost as if both teams had never carried out this type of work and therefore had no clue what they had to do.
 - There were still cars parked in the suspended bays. The company should have known how to deal with such a situation by knocking on doors to identify whom the cars belong to or to arrange for them to be towed away. Both teams were standing around, so it was left to the customer's builders to contact neighbouring properties. After a significant amount of time, it was determined that it would not be until 3pm that day that it would be possible to get cars towed away, which resulted in the operation being cancelled for the day.

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- The customer says that her builders were informed that the company's contractors would be back the next day to carry out the work, but no one turned up, which meant that the project manager's time was wasted in attending on time to ensure that someone was at the property. This led to a loss of half of one day of his time.
- When the customer contacted the company, she was informed that the work would be carried out on Thursday 10 February 2022. However, no one turned up on that date. This led to the loss of a further one-half day of wasted time of the project manager. The work was not completed until early March 2022, one month later than the scheduled date.
- The customer complains that at no point was she contacted to inform her of the issue and what the next steps were. The customer complains that the company failed to communicate what was going on.
- Furthermore, every time she called, she was never directed to the planners to speak to them directly. She has had to call every time a further update was required.
- Given the high cost of the charges this level of service was unacceptable. The customer says that the company has offered some goodwill compensation, namely £600.00 broken down as follows:
 - £450.00 for 2 days of her project manager's time wasted (all day 7 February 2022, half day 8 February 2022 and half day 10 February 2022)
 - £150.00 in respect of the customer's time spent on chasing up the company for updates
- The customer says that she would like to be fully compensated for poor customer service. The full cost is £950.00 for the delay and poor service, broken down as follows:
 - £600.00 for 2 days of her project manager's time wasted (all day 7 February 2022, half day 8 February 2022 and half day 10 February 2022)
 - £150.00 in respect of the customer's time spent on chasing up the company on updates
 - £200.00 loss due to delay on the project

The company's response is that:

- The company acknowledges failures at its end. The company states that it took all aspects of the original complaint into account when producing the original offer of £600.00 and still stands by this decision.
- The breakdown of the original offer can be found in the Consumer Council for Water (CCWater) response letter. The company is not responsible for the failings of third parties, in

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this case, the local council and for this reason, it could only accept £450.00 of the £600.00 the customer had proposed.

- The company acknowledges that lack of communication caused further issues, which is why it has accepted full responsibility for this side of the complaint and agreed to the proposed amount.
- As a business, it is not liable for loss of earnings, especially in cases such as this where even if its communication service was to standard, loss would have still occurred as a result of the local council's omissions, which is out of the company's control.
- The company believes that it has taken responsibility for everything it has directly caused, but it is not feasible to provide financial compensation for other matters.

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.

Neither party has made substantive comments on the Proposed Decision. The outcome of the Final Decision is the same as that of the Proposed Decision.

How was this decision reached?

1. I am required by the parties to make a decision as to the amount of compensation that should be paid to the customer following a poor customer experience. She complains that as a result of

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sub-standard customer services (in particular, lack of communication) the company caused increased expense and delay to the installation of the water connection at her home and consequent delay to her refurbishment project.

2. The company has acknowledged that its customer service was sub-standard on this occasion, and it has made an offer of compensation to the customer in the sum of £600.00 to cover losses that it believes the customer has suffered. This offer remains open even though the customer has rejected it. The company said in correspondence with the Consumer Council for Water (CCWater) that the breakdown is:
 - a. £450.00 reflecting 2 days of the project manager's time wasted (all day 7 February 2022, a half day on 8 February 2022 and a half day on 10 February 2022) and
 - b. £150.00 gesture of goodwill because the customer had to chase up the company for updates.

The company said that the reasoning for not accepting full liability was that the Council had conveyed to the company that it was not allowed to start the connection and a member of the planning team sent the customer emails regarding 7 and 8 February 2022. The cancellation of the work on 10 February 2022, the company explained, was due to a double booking on the Council's side.

3. The company has made clear that the position as explained to CCWater is also its current view of the matter.
4. The customer rejected the company's offer because she does not believe that it represents the full amount of her loss. She said in correspondence with CCWater (and in reply to the company's response to her application) that she disagreed with it because the company was the main point of contact for the work. Even if the Council did not allow the company to start the work, she said that the company would reasonably have been expected to tell her about the situation. The customer had received an email in January 2022 stating that the connection had been pushed back to 7 February 2022, but no further email updates were provided. The customer also refers to the "extortionate fees" for a new connection and says that the high cost would give rise to a reasonable expectation that the work would be carried out speedily.
5. Against this background, I find that as the company has admitted that it did not meet the expected standard in respect of the carrying out of works, an average customer would reasonably expect to be compensated for the loss that had been caused to the customer.

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6. The customer makes a claim under three headings: cost of the project manager; inconvenience and stress due to having to contact the company for updates; and an additional sum of £200.00 because the works were completed one month after the scheduled time and had a knock-on impact on her refurbishment project. I deal with each of these claims in turn.

Attendance of the project manager

7. As to the claim of £600.00 because of the unnecessary attendance of the project manager on dates when work could not be carried out, it appears from the correspondence that the company and the customer agree about the amount of time lost: both parties have stated that they calculate this as two days. The difference seems to be about the rate of compensation. The company has offered compensation broken down at £225.00 per day and the customer claims at a rate of £300.00 per day. Neither party has put forward evidence of precisely what the project manager was paid.
8. However, although the company now says that it is not liable for loss of earnings, the company also stated in correspondence that it would not pay the “full” amount claimed because the Council had told the company that works could not proceed and it had emailed the customer to that effect. This was the sole reason put forward for why the sum of £600.00 claimed by the customer could not be paid and it relates, I find, only to the company’s view about the responsibility of the Council. The company has not previously said that it will not compensate for wasted expenditure. I find that the company’s correspondence indicates that the company did not wish to challenge that the correct cost of paying the project manager was £300.00 per day.
9. The customer denies having received the emails referred to and has supplied a copy of the email sent in respect of a proposed visit in January 2022 which was put off until 7 February 2022. Although the company says that emails were sent in relation to 7 and 8 February 2022, it has not supplied copies of these, either to CCWater or to me. As the company had the customer’s email details and had emailed previously, I find that if emails had been sent by the company in relation to 7 and 8 February 2022, they could have been submitted in evidence and it is also likely that they would have been received by the customer. As I have seen no such emails and the customer says that no emails were received, I find that it is likely that no emails were sent.

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10. Although the company argues that the losses were caused by the actions of a third party, I do not find this to be so. I find that the losses were caused by inaction by the company because it did not let the customer know that the works could not proceed on 7 and 8 February 2022, and therefore the customer had no opportunity to arrange for cancellation of attendance by the project manager. I find that in respect of 7 and 8 February 2022, the loss attributable to the company's failure to meet expected standards of customer service was £450.00.
11. In respect of 10 February 2022, the company says that the Council was double-booked, but it does not state that the Council failed to inform the company of this and nor does it say that the company sent an email to the customer. I find that it is more probable than not that the Council told the company that the work could not be done on 10 February 2022 due to double-booking and the company did not pass this information on to the customer. As the customer had no opportunity to cancel, I find that the customer therefore became responsible for a further amount payable to the project manager of £150.00 for a wasted half day.
12. Having regard to the reasoning applied by the company in its correspondence, I find that an average customer would reasonably expect the company to accept liability for the company's failure to keep the customer informed so that she could avoid wasted expenditure. I find that it is fair and reasonable, therefore, that the company should compensate the customer in the sum of £600.00 in relation to the total of two days in total.

Updates

13. As for the claim made by the customer in relation to the inconvenience and stress caused by having to contact the company for updates, I find that there is no difference between the parties. The company has agreed that the amount of £150.00 claimed by the customer is fair and reasonable. I also find that this is fair and reasonable compensation for this aspect of the customer's claim.

Delay

14. In respect of the final aspect of the customer's claim, she asks for £200.00 due to delay to her refurbishment project. I find, however, that although the company's omission to communicate with the customer may have caused the losses by the customer referred to above, the company was not, on the basis of the evidence submitted, responsible for the delay. I find that this was due to the lack of permission by the Council for the works to be completed. This, therefore, was

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a delay caused by the Council and not by the company and I do not find that the company is liable for this sum.

Remedy

15. It follows from the above that I find that a fair and reasonable sum by way of compensation to the customer is £750.00.

Outcome

The company needs to pay £750.00 to the customer.

What happens next?

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

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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