

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X933

Date of Final Decision: 26 September 2022

#### Complaint

The customer complains that the company delayed in taking action to read her meter as a result of certain errors and when a leak was suspected, the company did not take action to investigate. Damage has been caused to the customer's house because a leak has probably been present since 2018 when her house was built, but the customer cannot claim under the developer's warranty because this expired during a period when the company did not investigate. The company damaged her property, caused a second leak, provided poor customer service and it also delayed dealing with her complaint when the case handler had unexpectedly to take time off work. The customer has also not received a £30.00 payment in respect of the company's late response to correspondence from the Consumer Council for Water (CCWater). The customer asks for: an independent inspection by the structural engineer of her premises to ascertain any damage to fabric of her building; for the company to take full responsibility for rectification works; a refund of £5.00 per calendar month for lost water costs that were inaccurately assessed and deducted by the company; an apology; and, compensation of £2,500.00.

#### Response

The company denies liability for the claim. It says that it has given generous compensation for service errors, but that the leak in question was on private supply pipework for which the company was not responsible. Although the company provides a goodwill service to help customers to deal with private leakage, in April 2020, the company made a policy decision that, as a result of the pandemic and national restrictions, it would not undertake meter reading or deal with issues for which a customer was responsible. It was therefore not in a position to help until early 2021 when a leak was found. Moreover, it is not liable for damage caused by the leakage or the repair works. The company denies that the investigation works caused another leak and says that it kept the customer suitably informed through the period of her complaint. The customer herself

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chose to retain her case handler.

### Findings

Save that the company should confirm the position relating to the payment of £30.00 in respect of a late response to CCWater's letter of 17 December 2020 and pay this sum if it has not been paid already, the company does not need to take further action. The company did not fall short of expected standards by making a priority policy in April 2020 and continuing to apply this in October 2020 with the consequence that it did not investigate the customer's complaint until April 2021. It was for the customer and not the company to ensure that her property was not damaged by leaks and to make a claim against the developer if appropriate. Although the customer was only aware of the leak as a consequence of the company's bills, it does not follow that the company is liable for damage to the customer's property. Moreover, although there is no clear evidence that the company had caused a second leak, the customer has been compensated by the company for this and for other service failures. This compensation is within a fair and reasonable range.

### Outcome

1. The company shall confirm to the customer in writing when and how it provided the customer with a compensatory payment of £30.00 in respect of its late response to the customer's correspondence of 17 December 2020.
2. The company shall, if it has not already made a payment to the customer or credited her water account with the above payment or if this payment has been reversed, pay this sum to the customer.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X494

Date of Final Decision: 26 September 2022

## Party Details

Customer:

Representative:

Company:

## Case Outline

**The customers' complaint is that:**

- The customer/representative complains that following a bill in October 2020, which showed significantly higher usage than expected, the customer/representative attempted to resolve this with the company but encountered a number of missed promises and failed service. She says that in consequence of the above omissions, the Guarantee period for the Developer's responsibility for her new build property expired before a water leak was found. Moreover, the company had been responsible for a number of delays (failure to register has account and reading the wrong meter) which meant that a leak was not discovered until more than eighteen months after she moved into her new home. The leak was probably present from the point of construction.
- The customer/representative contacted the Consumer Council for Water (CCWater) who referred a complaint at stage 1 of its complaints process to the company on 17 December 2020. The company responded on 22 January 2021.
- The ongoing investigations by the company then lasted until 8 November 2021 when the complaint was exhausted. During this period, the customer complains that she encountered multiple instances of poor service that both the CCWater file and the company's file will show.
- In an attempt to conclude matters, CCWater issued a pre-investigation referral to the company on 8 February 2022.

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- The customer has also raised “Additional Key Points”:
  - Covid 19 Restrictions - October 2020: The company’s premise that the leak was not found due to covid-19 is inaccurate. There was not a lockdown in October or November 2020. A lockdown came into effect in December 2020. Key Workers were still operating: the leak was severe as the customer was advised that the volume of water 'usage' was approximately the amount expected to be used by six or seven people. Three Tier Restrictions were in operation: the customer was in Tier 1 (Lowest). There was no requirement for the company to enter the premises: the company has visited the site multiple times and never entered the premises or requested this.
  - A second leak was caused by the company. There was a huge delay to the company’s final response as a result of the absence of the case handler.
  - In the Gesture of Goodwill, £10.00 was offered for each month taken to resolve (Oct 2020 to Aug 2021) but one month was missing.
  - There was damage due to the leak and the company’s works as follows:
    - Kitchen Sink Base Unit
    - Adjacent Wall
    - Floor
    - Four Garden Plants and Bark Trimmings
    - The house. The customer’s house is made of Cotswold stone (porous) and is built on clay land. If water leak was due to a faulty installation, it will have been active since October 2018. Nearly three years passed before the leak was repaired. A professional should check for any potential consequential damage to the property. This would not be covered by the NHBC Warranty as the faulty installation was not reported within the two-year installation period. It was not reported because the company failed to respond and refused to attend.
  - The customer’s mother (the representative) used multiple hours spent in:
    - dealing with calls to/from the company, Leaseholders, Developers and NHBC
    - Emails to/from the company, Leaseholders & Developers
    - Thames Water Inspections, Engineer & Repair Appointments.
  - Both the customer and her mother have suffered stress and anxiety.
- The customer asks for:
  - A service, namely: 1. An independent inspection by structural engineer of premises to ascertain any damage to fabric of her building etc., and 2. the company to take full responsibility for rectification.

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- A refund of £5.00 per calendar month for lost water costs that were assessed and deducted by the company. Insufficient and incorrect readings were taken prior to the water leak repair. After the repair, two were taken a few days apart. As a result of these readings the company estimated use at £20.00 per calendar month. A recent bi-annual bill confirms use is £15.00 per month. As such, there should be a refund of £5.00 per calendar month since the customer took possession of the property.
- An apology.
- Compensation of £2,500.00.

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

- The company says that as it failed its 60 working day timescale for creating an account for REDACTED (the customer's address) on its computer systems, it paid a very generous goodwill gesture of £120.00 which was refunded to the customer.
- Another goodwill gesture of £40.00 was provided to the customer as it failed to reinstate her payment plan after the company stopped it to refund the £120.00 goodwill gesture.
- A further goodwill gesture of £54.97 was credited to the customer's account as she was unhappy that the company had not called her back as agreed in October 2019. This amount offset her first bill for the period 20 June 2019 to 7 October 2019 and was later refunded to her. The result of these gestures was that the customer had received a free water and wastewater service since occupying her home in February 2019 up to 7 October 2019 and, in addition, received a cash refund of £174.97.
- When the company carried out a service review for the customer's complaint, a further £220.00 in goodwill was credited to her account and that gesture breaks down as follows:
  - £10.00 – For not calling the customer back as agreed on 19 October 2020.
  - £20.00 – For providing the wrong email address for the customer to make a complaint in a call of 16 October 2020.
  - £20.00 – For a call back being made at a time not agreed on 22 October 2020.
  - £20.00 – For bills not showing whether they were as a result of an actual or estimated meter reading.
  - £30.00 – For not detecting the second leak at the boundary box on the Customer Side Leakage (CSL) Team's first visit of 13 April 2021, when a leak past the point of entry to the building was identified. (Although this was paid, the company says that its CSL Team's notes from their visit of 13 April 2021 state that they proved there was no leak at the boundary box on

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this date by fitting a clamp downstream of the privately owned pipework and witnessing the meter at rest, therefore, this gesture should never have been paid.)

- £20.00 – For damage caused to plants on the CSL Team’s visit even though it is in the company’s CSL Terms and Conditions that the company does not accept liability for this type of claim (and the representative had previously agreed to these).
- £100.00 – Which breaks down as £10.00 for each month that the matter had been ongoing between October 2020 and August 2021.
- The Senior Case Manager handling this matter provided excellent service by continually replying to the representative promptly and keeping her updated.
- A leak allowance has been applied to the customer’s account so that she has not been charged for the water that was lost to leakage, despite the company’s policy of not providing an allowance if the leak is not repaired within three weeks of it coming to the company’s attention. In this scenario, it would usually start the section 75 of the Water Industry Act 1991 process, which as a gesture of goodwill it paused in this case.
- The company has applied a statutory credit of £30.00 to the customer’s account under the terms of its Customer Guarantee Scheme as it did not respond to CCW’s referral of her complaint dated 17 December 2020, within ten working days.
- The company denies that it has any further liability as the leak was on the customer’s private supply for which the company was not liable and the company was not at the time of the customer’s first complaint, taking action on these concerns due to its covid-19 policy.

### 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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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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.

I have also carefully considered the response made by the customer to my Preliminary Decision.

### How was this decision reached?

1. I make clear that I have taken into account that this dispute and the underlying circumstances have been distressing for both the customer and for the representative, and that it has taken up a great deal of time. I am also mindful that the customer and her mother may have an ongoing worry about the impact of the leak on the customer's property. As I explain below, however, while I empathise with the customer's concerns, it does not follow that the company is liable to rectify these.
2. I note that some of the company's responses and details of the timeline of this dispute are not agreed and some of the company's notes and responses are stated by the representative/customer to be "untrue and inaccurate". I take into account that there is a discrepancy between the recollections and records of the parties. I find, however, on the basis of the documentation submitted to me that the timeline of the main events is as follows. In setting out the events below, I make clear that for much of this period, the customer has been represented by her mother, with whom the company also dealt. References to "the customer" therefore also include references to her representative.
  - a. In early 2019, the customer contacted the company to say that she had taken possession of her property which was a new-build property. This needed to be entered into the company's systems. A delay occurred in achieving this, so the property was not entered into the company's records until 19 June 2019. On the same date, the customer called to discuss her account. As no progress had been made until that point, the customer asked to speak to a manager. As a result of certain agreed service failings, a goodwill gesture of £120.00 was applied to the customer's account.
  - b. The company subsequently considered that the initial reading was too low, and it arranged to take another reading. In the meantime, it also agreed to refund the sum of £120.00 to the customer (as opposed to applying this to her account) and in order to do

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this, the company had to stop her payment plan. By August 2022, this had not been restarted and the customer contacted the company to ask why no payments had been taken. The company apologised that the payment plan had not been restarted. The customer wanted to deal with the agent she had been dealing with previously. A conversation occurred with this agent who offered a £40.00 goodwill gesture and restarted the payment plan. The customer also wanted to speak to a manager, who called back but the customer was not available. This issue does not then appear to have progressed further.

- c. On 3 October 2019, the customer informed the company that it might be billing her by reference to the wrong meter reading as the incorrect plot number had been written on both her meter and her neighbour's meter. She advised that the meter for her home had a serial number that ended in REDACTED.
- d. On 11 October 2019, a meter reader attended the customer's property but could not find the meter. A wireless meter reading was taken, as a consequence of which, a bill totalling £54.97 was issued based on the wireless meter reading of 21m<sup>3</sup>. As the customer's account had been credited with a £40.00 goodwill gesture on 29 August 2019 and the customer had made a payment of £20.00 under her payment plan, her account showed a credit balance of £5.03 on this bill, referable to meter REDACTED.
- e. On 18 October 2019, the customer called the company and complained that her call of 3 October 2019 had not been returned and she asked to speak to a manager. The customer told the manager that she had been unhappy with the service she had received since moving into the property and requested that the company should credit her account with £55.00, which would cover her recent bill. The manager advised they would look into this for her and call her back on the following Tuesday.
- f. The manager called the customer on 22 October 2019 to confirm that the company had credited her account with £54.97, which was the value of her first bill. The company points out that this effectively meant that the customer had received a free service since occupying her home as well as the other gestures of goodwill referred to above. In due course, the amount was refunded rather than credited and the payment plan stopped and restarted to permit this.
- g. On 14 April 2020, the company says that it made a business decision, because of the Covid-19 pandemic and the government's instruction to stay at home, to cease all non-urgent field work. Meter reading was one of the non-urgent work streams that was cancelled and therefore, on this date, the company sent the customer an estimated bill for the period 8 October 2019 to 9 April 2020. The customer says that the company has

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later stated that covid-19 had nothing to do with the company's decision not to investigate leaks or read meters, but I do not interpret the company's response or its correspondence in that way. I find that it is more probable than not, given the nature of the pandemic, that this was a policy decision made by the company.

- h. By 30 September 2020 the company says that some non-essential field work had been resumed. A meter reader then took a meter reading of 342m<sup>3</sup> from the meter connected to the customer's privately owned water supply.
- i. On 7 October 2020, as the recent meter reading showed a large increase in usage at the customer's home, the company cancelled the previous estimated bill for 56m<sup>3</sup> dated 14 April 2020 and issued a revised estimated bill for the same period. The company explains that it did this so that the customer would not be billed for all of the large increase in consumption at the higher rate since prices changed on 1 April 2020 and some of the usage recorded could be billed at the previous years' lower rate per m<sup>3</sup>. A bill for the period 10 April 2020 to 30 September 2020 was also issued using the meter reading of 342m<sup>3</sup>.
- j. On 16 October 2020, the customer complained to the company about the amount of the bill and that her recent bills did not show whether they were estimated or as a result of an actual meter reading. The customer also complained that the company had only read the meter once in a year. The customer wanted to speak to a manager.
- k. On 21 October 2020 the customer complained that a manager had not called her back. Later that day, the company says that a manager called the customer, but the line was inadequate and the conversation was inaudible. The customer says she has no recollection of this happening. The company says that the manager wanted to explain that they had arranged for another meter reading to be taken and had sent a request to the office (as they were working from home) for another manager to call the customer back.
- l. On 22 October 2020, the company explains that another manager tried to call the customer on two occasions. On the first, the company was unable to reach her and on the second attempt it was not a convenient time for the customer. The customer says that only one call took place on that date.
- m. On 23 October 2020, the company called the customer. At first her line was engaged but contact was made later, and the company confirmed that the usage was still quite high, showing an average daily usage of 880 litres of water a day. The company then offered to arrange a technician's visit to check for a possible leak on her privately owned water supply. However, the company explains that at this time leakage investigations had not

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resumed because this was non-essential work, given that the company is not responsible for privately owned pipework at customers' homes. The customer's observations in reply also appear to accept that she was told that the company would not investigate at that time due to covid-19 restrictions – although the customer additionally says that these were not then in place. The company agreed, however, that the customer's payment plan should remain at £20.00 per month.

- n. On 19 November 2020, the customer's bills dated 7 October 2020 were cancelled and a Bill raised for the period 8 October 2019 to 22 October 2020 using the meter reading of 361m<sup>3</sup>.
- o. The customer then asked CCWater to intervene and this led to a referral of the complaint to the company from CCWater on 17 December 2020.
- p. On 29 January 2021, the company says that it credited the customer's account with £30.00 under its Customer Guarantee Scheme (CGS) for not responding to CCWater's referral within ten working days. The customer says that this has not been received.
- q. On 2 February 2021, the company tried to contact the customer by telephone to arrange an appointment to check for leaks on the customer's water supply. An email was sent advising that an appointment for 11 February 2021 had been booked. The customer replied on 3 February 2022 complaining that a previous complaint made in October 2020 had not been actioned and that it was an inappropriate time to carry out a usage test because two persons were temporarily present at the property instead of one. After further exchanges between the parties, an appointment was suggested for 16 February 2021, which could not take place because the customer was not available, and a new appointment was made for 25 February 2021. On 23 February 2021 the customer asked that this appointment also should be postponed. The company booked the next available appointment for 23 March 2021.
- r. On 23 March 2021, a leak was identified on the customer's private supply and on 26 March 2021 the company confirmed to the customer that it had passed her details on to the Customer Side Leakage (CSL) Team to contact her so that she could book a free repair on her pipework. Later that afternoon, the CSL Team tried calling the customer to book an appointment to repair the customer's leak free of charge. A voice message was left. On 30 March 2021, the CSL Team left another voice message for the customer and sent her a text message. The customer returned the call, and an appointment was booked for a free repair on 13 April 2021.
- s. On 13 April 2021, the CSL Team attended and excavated the privately owned supply and noted that the leak was past the point where the pipe enters the building. The

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- customer subsequently said that she would take up this issue with the developer of her property. It was not possible to install a stop-valve at the point where the pipe enters the building to confirm there was no leak on the pipework between the meter and the point of entry because there were drains in this location.
- t. One month later, no action had been taken to repair the leak. On 13 May 2021 the company's Senior Case Manager handling this matter had a discussion with the CSL Supervisor for the customer's area. The outcome of this discussion was that the company agreed that it would not immediately exercise powers under section 75 of the Water Industry Act 1991 to enforce a repair on the privately owned water supply at the customer's home.
  - u. On 26 May 2021 the company received an email from the customer in which she confirmed that the leak was repaired. This had been done by the leaseholder's plumbers.
  - v. Arrangements were then made for two further meter readings to be taken. Both showed a reduction in usage from that previously indicated, but the second reading showed a significant increase in usage, suggesting that another leak was present. An internal email was sent to the CSL Team asking for assistance in investigating a possible new leak and the representative was also informed.
  - w. On 28 June 2021, the CSL Team emailed the Senior Case Manager handling the matter and confirmed they had proved another leak on the external private supply pipe. They offered to carry out a free repair for the customer, which was approved by the Senior Case Manager.
  - x. In due course, an appointment was arranged for 14 July 2021. This leak was found to be on one of the fittings on the boundary box that contains the meter and outside stop valve. This was repaired. The customer says that she was informed by the CSL Team who attended on that date that the leak had occurred as a consequence of the work done by the CSL Team in April 2021.
  - y. The company again arranged for two new meter readings to be taken so that the company could calculate a leak allowance.
  - z. Following further correspondence, the company sent the representative an email on 23 August 2021 confirming a leak allowance of £2,517.48 and a goodwill gesture of £220.00. The company also offered to refund the credit balance of £286.12 that was showing at this date. The customer did not accept the service offer.
  - aa. In early September 2021, the Senior Case Manager who had been working on her case contacted the customer to explain that she would need to take emergency time off work. Another manager contacted the customer, but she said that she would rather wait for her

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original Senior Case Manager to return to the office to continue dealing with the matter. CCWater also expressed to the customer that this seemed sensible.

- bb. On 4 October 2021, the company called the representative and said that her Senior Case Manager was expected back in the office in the following week. This did not happen, and the representative was informed via a voice message left on 12 October 2021.
- cc. On 19 October 2021, the Senior Case Manager returned to work, although the customer says that her former Senior Case Manager would not now be leading the case. The representative was told that a review of her complaint would be completed by 26 November 2021.
- dd. On 25 October 2021, an email was sent stating the company's position.
- ee. Following emails which the representative regards as complaints and the company had treated as queries, on 8 February 2022, CCWater referred the customer's complaint again and the company responded. The company maintains the position that it adopted on 23 August 2021.

3. Against the above background, I have to consider whether the company has supplied its services to the customer to the standard that would reasonably be expected. I take into account that the company has already, by its goodwill and CGS payments made to the customer, made significant payments of compensation for service failures totaling £424.97 (or possibly £464.97 based on the company's explanation), subject to the customer's expressed concern that the sum of £30.00 has not been received into her account. The correct position as to the sum of £30.00 should, I find, be verified and I have directed this below. The company has also provided a leak allowance and I note from the correspondence that, at various points, it has also offered apologies for poor service standards. I am satisfied that the compensation offered by the customer in this regard is fair and reasonable and that, for the matters for which the customer has already been compensated, this compensation should not be increased.
4. The main thrust of the customer's case, however, is that the issues that she considers have been partly accepted by the company as merely service failures have led to actual or potential damage to her property for which the company should be held responsible. She points to the fact that lack of information and lack of action in October 2020 (including lack of progress on a complaint that she said she raised but of which the company has no record because the customer says that she was provided with the wrong email address) and explains that, between the time that she raised the issue in October 2020 and the subsequent action to investigate the

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leak, the warranty period expired on the property and she could no longer ask the developer to pay for any damage. The customer has supplied images of damage caused under her sink and says that she is unaware whether there will be subsidence as a consequence of the water leak. It is for this reason that she asks for a report by an independent structural engineer.

5. I do not find that the company is liable in this way, however. I find further that an average customer would not reasonably expect the company to be liable in these circumstances for the damage that the customer claims. I reach this conclusion for the following reasons:
  - a. It is acknowledged that the first leak occurred on the customer's privately owned pipework. The company is not responsible for the installation of this and nor did it have a responsibility to maintain it. I find that it was at all material times primarily the customer's responsibility to ensure that there were no leaks in her pipework. If these occurred, the company had a statutory right under section 75 of the Water Industry Act 1991 to take action to ensure that such leaks were brought to an end.
  - b. A company could not reasonably be expected to monitor the water usage of an individual customer. Although the customer has argued that the company would have been aware of the potential leakage at her home by reference to the April and October 2020 bills, I am mindful that the company has no basis on which it can know what usage is being made by customers within their own homes nor as to the number of people who may be resident from time to time. I find that the company became aware of the presence of a probable leak when the customer brought the high bill to its attention in October 2020.
  - c. The customer says that when the leak was reported in October 2020, the company acted contrary to reasonable expectations by not investigating immediately. It is argued that:
    - i. The covid restrictions were not then in place and
    - ii. The company could not have known that the leak was on the customer's pipework and not on a company asset (such as the boundary box – which was the location of the second leak).
  - d. As to the covid restrictions, I bear in mind that the issues that arose in March 2020 led to restrictions and lockdowns across all industries and undertakings and were very disruptive for all activities of normal life. I am also mindful that due to restrictions, illness

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of staff and developments of backlogs, this has led to delays and the inevitable application of priorities across the water industry that did not exist previously. The pandemic has affected many water undertakers as well as other businesses and individuals. The company has set out in its response the claim the difficulties that it faced at this time and there is no evidence to the contrary. The company has explained that in April 2020 it took a decision that it would not undertake non-urgent work, which included matters for which a customer was responsible. I have found above that this was a policy decision by the company. There is no evidence that it did not have such a policy, although the representative/customer argues that this was unreasonably and incorrectly applied in the customer's case because there was a significant water loss at her home and the lockdown was no longer in place.

- e. I find that the consequences of backlog of work as explained by the company meant that the company was not able to maintain its pre-pandemic level of service and I further find that an average customer would have expected the company to prioritise the most urgent or dangerous situations whilst a backlog of work continued. Moreover, I remind the parties that I have no jurisdiction under this Scheme to evaluate the appropriateness of the company's policies or procedures, which is an issue that falls outside the scope of this Scheme. See rule 3.5 of the Scheme Rules. It follows that I do not find that the company fell short of expected standards by formulating and applying its policy correctly.
- f. As for the customer's argument that the company did not apply its policy correctly, because it could not have known in October 2020 that the leak was on the customer's side, and therefore it should have investigated in October 2020, I do not accept this. The customer raised concerns about her water bill because water had passed through the meter. The measurement of usage is at the meter and this is presumed by law to be registering accurately, unless the contrary is shown. (See section 136 of the Water Industry Act 1991). It follows therefore that in October 2020 the company was aware that the leak was on the customer's side of the meter and there was no evidence (or suggestion) that the meter was not working properly. It follows that I find that the company applied its policy correctly in treating the customer's complaint as non-urgent. Although the customer has repeated in her comments on my Proposed Decision that the company needed to investigate this in a way other than by reference to the meter reading, for the reason given above, I do not accept this. I note that the customer says that the second water leak was in fact due to a defective asset of the company on her

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side of the meter and that the company should therefore have concluded that in October 2020 that it needed to investigate her complaint, but this scenario was, I find, unlikely. I find that the company was entitled to take the view during a time of hardship that the meter reading indicated a probable leak on the customer side of the meter. I find that the customer or her representative were therefore informed consistently with the company's policy in October 2020 that the company would not attend for an inspection immediately.

- g. It follows from the above that I do not accept the representative/customer's submission that "[the company was] in a position to investigate they just chose not to"; I find that the company applied its covid policy in the way that an average customer would reasonably expect.
- h. Furthermore, the customer argues that the company should take responsibility for losses that she may have suffered because her warranty for her new home had expired insofar as matters such as leaks were concerned. I find that an average customer would not reasonably expect that this was a type of loss for which the company would be expected to assume liability. The company can have had no information as to the date at which any such warranty came into existence or what its expiry date or terms might have been. Although the customer says that the company's assertion that the customer could have raised a complaint with the developer or warranty body before expiry of the warranty is misleading, I do not find this to be so. I find that an average customer would not reasonably expect an employee of a water undertaker to give advice as to the practicality or need for the customer to invoke the obligations of a relationship between vendor and purchaser of a home and that it was for the customer to ensure that the developer was alerted to the possibility of a claim under the warranty.
- i. I have also taken into account above that the company has already offered compensation for its failure to register the customer's account promptly, but I find that there is no evidence that this would have led to unacceptable delay in reading the customer's meter. The position is similar, I find, in respect of the company's error in reading the wrong meter, for which the customer has also been compensated.
- j. A wireless meter reading was taken in October 2019 and the company points out that, although there is now no requirement for a company to carry out a physical read of a customer's meter a minimum number of times in a set period, Ofwat, recommends that

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as a minimum, a water company should read all meters once in a two-year period. The company points out that this is confirmed in their leaflet entitled: “water meters – your questions answered” and I am also mindful that this is the case. The company says that as the customer moved into her home in February 2019 and the company read the meter in early October 2020, it has met Ofwat’s requirements. While I accept that the customer might have learned of the leak at an earlier point if a meter reading had happened sooner, I am not persuaded that the fact that the company did not take a physical reading at an earlier stage indicates that the company failed to supply its services to the expected standard. I find that the company was entitled to apply the Ofwat guidance, particularly during a pandemic and its after-math.

6. As for the second leak, the customer says that she was told that this damage, which was at the boundary box junction (on the customer’s side), had been caused by the excavation work carried out by the company in April 2021. The company says that this was not the case. I note that the evidence of the company is that it was not possible to check whether there was a leak outside the house because it could not isolate the house from the supply by installing a stop-valve, but that it was able to apply a clamp and no further leak was detected. Even if, however, the company’s actions in carrying out an excavation triggered a second leak of which it was unaware at the time of the first leak, I am not satisfied that the evidence shows that this was a failure by the company to supply its services incorrectly. I reach this conclusion because of the complexity of carrying out an excavation. Moreover, there is no evidence that the leaseholder’s plumbers found the presence of a second leak when they carried out work in May 2021, which is an indication that the second leak is likely to have arisen after the repair.
7. The company has repaired the second leak and calculated a leak allowance. It has also given compensation for this issue, even though the company does not believe that it was the cause of the second leak. In light of my findings above, I find that the company supplied its services to the expected standard in respect of the second leak.
8. The customer also complains of damage done to plants and to her property during the excavation works. The company says that it does not accept liability for such works and that it read out the terms and conditions when the representative booked an appointment with the company’s CSL Team to repair her daughter’s leak on 30 March 2021. The representative says that she did not, on the customer’s behalf, agree to the terms and conditions, and they were not read to her. I find that the representative did agree to the terms and conditions, however. Having

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looked at the company notes of 30 March 2021, I find that these record, not that the company read the terms and conditions to the representative but that the representative agreed that she had read the terms and conditions. I find that the representative would have been aware, therefore, that there were terms and conditions and, whether she had read them or not, she accepted that the customer would be bound by them. The company has submitted a copy of these to CCWater and in the adjudication. I find that they exclude liability for damage for removing or replanting plants and I find that there is no other supporting evidence of damage that has not been made good. Moreover, in any event, the company has compensated the customer for this item. It follows that I find that the company has provided its services to the expected standard.

9. As for the leak allowance calculation, the customer says that the company has relied upon readings taken in August 2021 to calculate the leak allowance whereas actual readings were much lower. The customer's case on this seems to be that as the readings do not reflect the customer's current actual use, there should be a recalculation. The customer also takes exception to the company's statement that:

*I confirm, REDACTED leak allowance has been calculated entirely correctly and will not be revised. As can be seen from the table of meter readings above, REDACTED most recent reading taken in April 2022 does show a slight reduction in usage, and so it stands to reason that she'll be able to pay less each month if her usage remains at the new lower rate or reduces further.*

10. I do not accept that the company has provided a sub-standard service in this regard. The company has explained its usual process for calculating a leak allowance and the evidence supports that it has applied that process. I find that the company would reasonably be expected to assess the leak allowance by reference to readings taken as close to the time as possible but at a stage when there was no leak present. I find that the company has done this and that it would not reasonably be expected to revisit this at a later stage. I further find that the company has not made an inappropriate or offensive statement in its response to the customer's complaint.
11. Finally, the customer says that the company has not provided the correct level of compensation because, she says there are 11 months for the period October 2020 to August 2021 when her complaint was resolved. The company says that its position is as explained in its letter of 23

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August 2021. I am mindful that when calculating compensation over time, a period from October to August consists of either 11 months or 10 months, depending on whether the number of individual months is counted or whether there is a measurement of the period in between. There were 11 months, but 10 months between the beginning and end months. Having regard to the correspondence of 23 August 2021, I am satisfied that the company made clear that it intended to provide the customer with compensation between October 2020 and ending in August 2021 – a period of 10 months comprising the stated figure of £100.00. I do not find that the company has supplied its services otherwise than to the expected standard in this regard.

12. As for the various complaints made about the company's complaints handling, while I recognise that there were a substantial number of individual issues for which the customer has been compensated, this in itself is not a reason for requiring the company to make further redress.
13. I additionally find that it is fair and reasonable for the company to confirm when and how it provided the customer with a compensatory payment of £30.00 in respect of its late response to the customer's correspondence of 17 December 2020, which is not clear from the company's statement of account. The customer says that this was initially credited in the October 2020 – March 2021 but then "negated" when the company applied it and other credit to the account. If the company has not given this credit or if the credit has been reversed, it should be required to make such payment to the customer
14. It therefore follows that, save for the above, the company is not required to take further action.

#### **Outcome**

1. The company shall confirm to the customer in writing when and how it provided the customer with a compensatory payment of £30.00 in respect of its late response to the customer's correspondence of 17 December 2020.
2. The company shall, if it has not already made a payment to the customer or credited her water account with the above payment or if this payment has been reversed, pay this sum to the customer.

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### 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, Barrister, FCI Arb

**Adjudicator**

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