

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X193

Date of Final Decision: 4 November 2022

Party Details

Customer:

Company:

Complaint

The customer states there was a major water outage on 16 July 2022 through a heatwave of 40 degrees. She says that her supply was not restored until the early hours of 19 July 2022, therefore, the company should pay her £150.00 in compensation as per the amount stated in its letter in relation to customers whose supply was interrupted for more than 24 hours. The customer requests that the company increase the amount paid from £30.00 to £150.00 and provide an apology.

Response

The company states that a trunk main failure on 16 July 2022 in the customer's area led to a major loss of water supply. For customers who experienced a loss in supply it agreed to credit £30.00 for every 12 hours their supply was interrupted. For customers whose water was off supply for more than 24 hours, it agreed to credit their account with £150.00. In the customer's case its monitors show that the customer's water supply was not off for a period exceeding 12 hours. It credited the customer's account with £30.00 and believes that this amount paid is fair in the circumstances and denies that it is responsible to pay any further compensation to the customer.

Findings

The company has shown it made a credit payment to the customer (£30.00) which was in line with the amount advised in its letter sent out to customers after the water supply in her area was restored. The company has provided evidence which is supportive of its position that the customer's supply was restored within 12 hours. Whilst the customer disputes the company's claim in this regard, due to the absence of any evidence to show her supply was disrupted for at least 24 hours, its failure to provide higher credit amount does not establish that the service provided by the company failed to reach the expected standard.

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Therefore, I find no requirement on the company to pay the customer a credit of £150.00.

Outcome

The company does not need to take any further action.

The customer must reply by 2 December 2022 to comment on this preliminary decision.

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Case Outline

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

- There was a major water outage from 16 to 19 July 2022 through a heatwave of 40 degrees.
- She had no water supply and had to get bottled water to live on.
- The company set up a bottled water station on 17 July 2022 from midday by way of accepting the major problem.
- She received a letter from the company stating that it would pay a minimum of £150.00 if customers were without water for more than 24 hours. As she was without water for a minimum of 24 hrs, she expected to receive £150.00. However, it has only paid her £30.00.
- She contacted the company and was advised it would get back to her.
- When it got back to her the company confirmed it would only pay £30.00 as its information showed there may have been a drop of water in her system before the first 24 hours of the major outage. She disputes this and states that the outage also made the national and local news so its claim that she had water during the outage is "ridiculous".
- She believes the company just wants to keep the pay outs "as low as possible". It also told her during the second conversation that it was receiving a great deal of calls about this payment.
- The customer wants the company "to be honest" and agree that a few drops of water through her system does not count as the restoration of her water supply. In fact, she did not have running water from her tap until the early hours of Tuesday 19 July 2022.
- If it had admitted the truth about her supply, then she would not be pursuing her complaint.
- The customer requests that the company increase the level of the payment made so that it reflects the time and condition she suffered without water.
- The customer requests that the company provide an apology for its failure to supply accurate updates on the water outage and for setting up a water station in an area of limited access which meant she had to purchase her own bottled water.

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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.
- 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.
- 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.
- It must automatically make a GSS payment if the supply is not restored within 48 hours.
- 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:
"If your water pressure falls substantially below normal, please let us know. We will first check whether this is due to an operational fault, for example a burst main. If not, we will carry out further checks using pressure loggers. If we identify a pressure level in the communication pipe below seven metres static head for at least an hour on two separate occasions within a 28-day period, we will give you a £25 payment. Claims for low pressure must be made in writing within three months of the last of the two occasions and can only be made once in a 12-month period."
- On 16 July 2022, a trunk main failed in the customer's area, which led to a major loss of water supply in the area. The company used a range of alternative pipes to transfer water into the affected system from adjoining systems. To further supplement the supplies the company deployed its tanker fleet to inject directly into the distribution systems at critical locations to increase water pressures. The company states that even with the temporary network configuration and tanker injections, the demand on the network from the company's customers was greater than the amount of water the company could supply. Consequently, because the demand fluctuates, so did the pressure the customers experienced. It states that this was exaggerated by the extremely hot weather during the event. The repair was fully completed on 18 July.

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- The incident caused circa 4000 customers to be off water for less than 12 hours, with a further 3000 customers off water for more than 12 hours.
- On 18 July 2022, it wrote to all the customers who had experienced a loss of supply advising that it would credit its household customers with £30.00 for every 12 hours their supply was interrupted; and for those household customers who were off supply for more than 24 hours, it would be crediting their account with £150.00.
- The company states that its monitors show that the customer's water supply was not off for a period exceeding 12 hours.
- On 28 July 2022, the company credited the customer's account with £30.00.
- Under GSS and/or the Code, clause 4 "Interruptions to Supply", the customer would not be entitled to any payment. If the customer had been off water for a period exceeding 12 hours under the GSS they would have been entitled to a payment of £30.00.

Reply

- The customer quoted comments in the graph provided by the company in support of its position. She said this proved her point:

'Our (industry) definition of being on water does not mean full pressure and we can understand this may cause some frustration. There were periods when the pressure supplied to the property returned above the stipulated amount, which is 3mh.

This, however, does not always reflect the customer's experience and every property will be different based on their position, length of service pipe and internal plumbing'.

Comments on Preliminary Decision

- The customer commented that if she had known the company would deem that a single drop of water constituted a fully restore water supply, she would have recorded this via her phone to submit as evidence.

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. The customer's claim concerns a loss in water supply experienced.
2. The customer claims that she was without a water supply from 16 July 2022 until the early hours of 19 July 2022. She states that, despite the company advising in its letter that it would pay a minimum of £150.00 to customers who were without water for more than 24 hours, it only paid her £30.00 on the basis her supply was restored within 12 hours. She disputes this and is unhappy with the level of payment received from the company.
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 (£30.00). 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 failure to make payments in accordance with the GSS, falls outside of the scope of WATRS in accordance with Scheme Rule 3.5.
4. However, the customer's claim is that the company failed to pay her the correct amount of compensation as promised in its letter dated 18 July 2022 based on the timeframe she was without a water supply. I find that this relates 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.
5. The company acknowledges that there was a major loss of water supply in the customer's area on 16 July 2022 due to a failed trunk main and that this was not fully repaired until 18 July 2022.

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The company states that as a result, customers experienced a loss in water supply, some for less than 12 hours whilst other customers experienced the loss for more than 24 hours.

6. In its letter dated 18 July 2022, the company stated that in recognition of the disruption this had caused, it offered to pay customers affected by the incident, a £30.00 credit for every 12 hours that their supply was interrupted and a £150.00 credit to customers whose supply was off for more than 24 hours. In the customer's case, the company states that its monitors showed that her water supply was not off for a period exceeding 12 hours and therefore, it applied a £30.00 credit.
7. In its Response, the company states the credit applied is fair in the circumstances and it has supplied (at Attachment 10) a line graph titled 'Pressure data', showing pressure of water in 'mh' on the y axis and 'time(hours)' at the x axis. This indicates that water was restored (defined as water supplied at a pressure of 3 mh) within 12 hours as per its stated position. I note that in her Reply, the customer has highlighted the company's comments included below the graph which state: "this does not always reflect the customer's experience and every property will be different based on their position, length of service pipe and internal plumbing". However, I am mindful that the customer has not supplied any evidence in support of her assertion that the loss to her water supply was at least 24 hours.
8. I remind the parties that WATRS is an evidence based procedure and my role is to weigh up the evidence provided to decide, on a balance of probabilities, whether the service provided by the company reached the standard to be reasonably expected. In this case, whilst I acknowledge that the company has supplied only limited evidence to show the customer's supply was restored within 12 hours, due to the absence of evidence to demonstrate that the customer's loss in water supply lasted for as long as 24 hours, on balance, I accept the company's submission that the customer's water supply was restored within 12 hours. Whilst I note the customer's comments on preliminary decision, this does not affect this finding.
9. As the company has applied a £30.00 credit to the customer's account, it has acted in accordance with the promise made in its letter dated 18 July 2022, as such I am satisfied that the service provided did not fall below the expected standard in this regard. As a consequence, the customer's request for the company to increase the level of payment, has not been substantiated.

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10. Regarding the customer's request for an apology, it is noted that in its letter sent to the customer dated 18 July 2022, the company apologised for the disruption caused by the loss in water supply. In light of this and as this review has not found any instances of the company's service not reaching the standard to be reasonably expected, the company is not required to provide any further apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 2 December 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.

Outcome

The company does not need to take any further action.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice)

Adjudicator

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